

Request for Proposals (RFP)

INMATE MENTAL HEALTH CARE SERVICES

Solicitation No. DPSCS Q001002014



Department of Public Safety and Correctional Services

Issue Date: December 7, 2011

Minority Business Enterprises are encouraged to respond to this solicitation

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



STATE OF MARYLAND

NOTICE TO OFFERORS

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

Title: INMATE MENTAL HEALTH SERVICES

Solicitation No: DPSCS Q001002014

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

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

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____



KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

Inmate Mental Health Care Services

Solicitation No. DPSCS Q001002014

RFP Issue Date: **Wednesday December 7, 2011**

RFP Issuing Office: **Department of Public Safety and Correctional Services**

Procurement Officer: **Patti Tracey**
Department of Budget & Management
Office of the Secretary
Division of Procurement Policy and Administration
Office Phone: (410) 260-7918
Fax: (410) 974-3274
E-Mail: ptracey@dbm.state.md.us

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

Pre-Proposal Conference: **Friday December 16, 2011 – 10:00 AM (Local Time)**
Department of Budget and Management
Room 164 A & B
45 Calvert Street
Annapolis, Maryland 21401

Closing Date and Time: **Wednesday February 15, 2012 at 2:00PM (Local Time)**

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



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

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ATTACHMENT U	Mental Health Strategic Vision
ATTACHMENT V	Medical Record Manual
ATTACHMENT W	Sample State Stat
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ATTACHMENT AA	CPI Medical Services Index FY12
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Section 1 General Information

1.1 Summary Statement

The Department of Public Safety and Correctional Services (DPSCS) hereinafter called the “Department” is soliciting proposals from qualified Offerors to provide Inmate mental health services within the confines of specified correctional institutions of the Maryland Division of Correction (DOC) and Maryland Department of Pretrial Detention and Services (DPDS).

1.2 Abbreviations and Definitions

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

- 1.2.1 “**Acute Intensity of Care Level**” means a category of care for Inmates for whom it is determined that there is a significant chance of the Inmate causing harm to him/her self or others. Inmates so categorized must be kept under close observation in an IMHTU. See § 3.25.3
- 1.2.2 “**Admission**” means an individual who is being processed into any Department facility.
- 1.2.3 “**American Correctional Association (ACA)**” means the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.
- 1.2.4 “**Area Contract Operations Manager (ACOM)**” means the State employed representative of the DPSCS, Office of Program Services, charged with oversight of contract operations within a particular Service Delivery Area. For mental health services, the ACOM shall coordinate oversight with the Department’s Office of Mental Health Services.
- 1.2.5 “**ARP**” Administrative Remedy Process.
- 1.2.6 “**Arrestee**” means an individual who is arrested in Baltimore City and delivered by the police to the Baltimore Central Booking and Intake Center.
- 1.2.7 “**Assessment**” means an evaluation of an Inmate’s well-being, including objective data that supports findings made during the Assessment, followed by a plan of care that identifies the specific needs of the Inmate and how those needs will be collectively addressed by the staff of the Contractor, the Department and Other Healthcare Contractors.
- 1.2.8 “**BCBIC**” means Baltimore Central Booking and Intake Center.



- 1.2.9 “**BCDC**” means Baltimore City Detention Center.
- 1.2.10 “**BPW**” means The Maryland Board of Public Works.
- 1.2.11 “**Business Days**” means the official working days of the week to include Monday through Friday. Official working days excludes State observed holidays and other days when the State as a whole is officially closed. For the purposes of this Contract holidays and other days when the State as a whole is closed are collectively referred to as Holidays (**State Holidays, can be found at: www.dbm.maryland.gov – keyword: State Holidays**). Any time the Contractor is to provide a service Monday through Friday, to include State observed Holidays, the description of these circumstances in the RFP will be “Monday through Friday Including Holidays”.
- 1.2.12 “**Case Management**” means the coordination with Other Healthcare Contractors of treatment rendered to Inmates with specific diagnoses or requiring high cost or extensive services. The Department’s Case Management is the branch of DPSCS responsible for the Inmate’s base file information related to housing, disability placement, work assignments, transfer coordination, and selective participation in the coordination with clinical disciplines of complex multi-disciplinary issues.
- 1.2.13 “**Chief Psychologist**” means the State employed licensed psychologist responsible for oversight of mental health services at an individual institution.
- 1.2.14 “**COMAR**” means the Code of Maryland Regulations (available at www.dsd.state.md.us). Note: It should be understood that any reference to Regulation or Statute is as amended.
- 1.2.15 “**Confidential Information**” means any data, files, software, information, or materials (whether prepared by the Department or its agents or advisors) in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialized that is classified confidential as defined by the Department. Examples of confidential information include, but are not limited to, medical and mental health records, technology infrastructure, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- 1.2.16 “**Continuous Quality Improvement (CQI)**” means a clinical review of a health event as an assessment of the clinical care. The clinical review identifies areas of patient care or the Program’s policies and procedures that can be improved.
- 1.2.17 “**Contract**” means The Contract entered into between DPSCS and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any amendments, addenda, and all/or indicated portions of the selected Offeror’s proposal. A sample contract is included as Attachment A to this RFP.
- 1.2.18 “**Contractor**” means the successful Offeror to this RFP for Inmate Mental Health Care services.



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- 1.2.19 “**Contractor’s Contract Manager**” means the Representative appointed by the Contractor who is responsible for the daily management and administrative functions of the Contract at the various facility locations from the Contractor’s perspective.
- 1.2.20 “**Contractor’s Regional Mental Health Director**” means a Mental Health Professional appointed by the Contractor who ensures that the mental health program is being properly provided within one of the four SDAs of the Department.
- 1.2.21 “**Contractor’s Statewide Director of Nursing (DON)**” means an Administrative nurse appointed by the Contractor who has responsibility for Statewide quality of assurance of nurses within the SDAs who are employed by the Contractor. In addition, a DON is responsible for recruitment and training of those nurses across all SDAs.
- 1.2.22 “**Contractor’s Statewide Mental Health Director**” means a Psychiatrist appointed by the Contractor who provides guidance, leadership, oversight and quality assurance for the daily management of the Contract’s clinical functions at the various facility locations from the Contractor’s perspective.
- 1.2.23 “**Custody**” means as appropriate means: 1. Department of Public Safety and Correctional Services personnel who are part of the security operations (i.e. guards, wardens, etc.). 2. That an individual is under the jurisdiction of the Department as an Inmate or Detainee.
- 1.2.24 “**Department**” or “**DPSCS**” means the Department of Public Safety and Correctional Services.
- 1.2.25 “**Department of Public Safety and Correctional Services (DPSCS)**” means the cabinet level unit of State government responsible for the supervision, care and custody of persons committed to the Division of Correction and the Division of Pretrial Detention and Services, as well as those in the community under the supervision of the Division of Parole and Probation.
- 1.2.26 “**Department** or “**DPSCS Medical Director**” means the DPSCS’s Medical Director who has final authority for clinical issues over the Mental Health Care Contract.
- 1.2.27 “**Department**” or “**DPSCS Contract Manager**” means the State representative, designated in Section 1.6, who is primarily responsible for managing the daily administrative activities of the Contract and providing guidance to the Contractor and Department personnel concerning Contract compliance from an administrative point of view.
- 1.2.28 “**Department**” or “**DPSCS Director of Mental Health Services**” means the Department employee designated by the Deputy Secretary for the Office of Programs and Services (OPS) responsible for the delivery of mental health services to the Inmate population through the combined and coordinated efforts of State employees and Contractor’s Staff.
- 1.2.29 “**Detainee**” means any individual held in Custody within any part of the Department’s Division of Pre-Trial and Detention Services and/or the federal Detention center in Baltimore (MCAC) (See § 3.5.2).



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- 1.2.30 “**DON**” means Department or DPSCS Director of Nursing.
- 1.2.31 “**Division of Correction (DOC)**” means the State prison system for Maryland within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 3 of the Correctional Services Article, Maryland Annotated Code.
- 1.2.32 “**Division of Pre-trial Detention and Services (DPDS)**” means the Pre-trial booking and detention facility for the City of Baltimore. DPDS is State operated within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 5 of the Correctional Services Article, Maryland Annotated Code.
- 1.2.33 “**EHR**” or “**Electronic Health Record**” means the electronic portion of the comprehensive record that includes sections representing documentation opportunities for Medical, Mental Health, Dental and Pharmacy specific information, including templates and forms.
- 1.2.34 “**e-MAR**” or “**Electronic Medication Administration Record**” means the electronic component of the EHR used specifically to document the nursing administration of medication orders by the Mental Health Professional. e-MAR is also the electronic version of the MAR.
- 1.2.35 “**Emergent Condition**” means an Inmate who demonstrates imminent danger (suicidal, homicidal, psychosis or disorientation) to themselves or others requiring immediate (not to exceed two (2) hours) assessment by a Mental Health Professional.
- 1.2.36 “**Fill Rate**” means the monthly percentage of hours filled per Mental Health Professional 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.
- 1.2.37 “**Go-Live Date**” means the date when the Contractor must begin providing all services for Inmates required by this RFP.
- 1.2.38 “**Immediate**” means an emergency action that should be acted upon in a timely manner in priority to any other action that would normally occur.
- 1.2.39 “**Immediately**” means that before performing any other Inmate medical procedure, examination, etc., that, except for emergency circumstances, Inmate examinations and related transaction information shall be entered, into the EHR or e-MAR, or, as appropriate, that the indicated medical/mental health related action(s) will be taken.
- 1.2.40 “**IMHU**” is another name for the Inpatient Mental Health Treatment Unit located at DPDS/MDC (see Section 3.25)
- 1.2.41 “**IMMS**” means Intake Medical/Mental Health Screening Instrument.
- 1.2.42 “**Inmate**” means any person sentenced to or incarcerated within the Division of Correction (DOC), the Patuxent Institution (Patx), or the Division of Pre-trial Detention and Services (DPDS), any Arrestee in



the Custody of DPDS whether committed or not committed to DPDS, any alleged parole violator in the custody of DOC, Patx or DPDS, and any person otherwise detained in any DPSCS facility, regardless of jurisdiction of original commitment.

- 1.2.43 **“Inpatient Mental Health Treatment Unit (IMHTU)”** means a licensed mental health unit that houses Inmates who require inpatient psychiatric care. These Inmates require more intensive mental health services beyond that of the Special Needs Unit as determined by the Contractor’s and/or the Department’s mental health staff.
- 1.2.44 **“Intake”** means the initial medical screening process of an Inmate.
- 1.2.45 **“Key Personnel”** means any employee of the Contractor or subcontractor(s) identified in § 4.4, Tab K and any other employee identified in the Contractor’s technical proposal as being essential to the performance of the Contract.
- 1.2.46 **“Lead Mental Health Staff”** means the State employed mental health staff who serves as the Mental Health Department Head and is responsible for oversight of mental health services at an individual Department institution when a Chief Psychologist is not on staff at an institution.
- 1.2.47 **“Local Time”** means the time in the Eastern Time Zone as observed in the State of Maryland.
- 1.2.48 **“Long-term Residential Treatment”** means than an Inmate requires individualized treatment in an IMHTU lasting more than 12 months. See Section 3.25.3
- 1.2.49 **“Maintaining Facility/Institution”** means any correctional facility within the DPSCS that houses Inmates in a setting other than reception processing.
- 1.2.50 **“MCI-W”** means the Maryland House of Corrections Institute for Women.
- 1.2.51 **“Medication Administration Record (MAR)”** means a document in the Inmate’s permanent medical record that serves as a legal record of the medications administered to an Inmate at a facility by a Mental Health Professional.
- 1.2.52 **“Maryland Commission on Correctional Standards (MCCS)”** means the Commission within the Department responsible for recommending and enforcing through inspection the minimum mandatory standards and approved standards for State and local correctional facilities as established and governed by Title 8, Subtitle 1, Correctional Services Article, Maryland Annotated Code.
- 1.2.53 **“Medication Room”** means a secured area, within a dispensary or infirmary, in which medication and medication cards are stored and secured, along with the secure storage of narcotics.
- 1.2.54 **“Mental Health”** means any Inmate who requires Mental Health Services who does not meet the criteria of Mental Illness (See 1.2.55)
- 1.2.55 **“Mental Health Population”** means all Inmates diagnosed with a mental illness (MI and SMI)



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- 1.2.56 “**Mental Health Professional**” means the following types of licensed mental health provider whom the Department accepts as qualified to perform a mental health service, typically a Psychiatrist, Mental Health Nurse Practitioner, Psychologist, Psychiatric Nurse, Psychiatric Physicians Assistant, Licensed Practical Nurse (LPN), Licensed Mental Health Counselor, or Registered Nurse (RN) , Licensed Certified Social Workers-Clinical (LCSW-C) or Registered Nurse (RN). All Mental Health Professionals shall only work within the scope of their license. (See Section 3.2.5).
- 1.2.57 “**Mental Illness (MI)**” refers to a Inmate who meets the criteria for any Mental Illness listed in the Diagnostic Statistical Manual IV edition TR (text revised).
- 1.2.58 “**Minimum Security Facility**” means a facility that allows Inmate movement within the facility itself and may include outside work detail as well as offsite work release assignments.
- 1.2.59 “**National Commission on Correctional Health Care (NCCHC)**” means the national organization of correctional officials that promulgates standards related to medical services in prisons and jails.
- 1.2.60 “**NTP**” or “**Notice to Proceed**” means a written notice from the Procurement Officer of the Go Live Date of the contract (See § 1.4.3)
- After the Go Live Date, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date.
- 1.2.61 “**Off-site**” means any location that is not “**On-site**”.
- 1.2.62 “**Offender Case Management System (OCMS)**” means the Department’s computerized system, which includes Inmate demographic and facility location information, as well as the IMMS.
- 1.2.63 “**Offeror**” means any entity that submits a proposal in response to this RFP.
- 1.2.64 “**Office of Programs and Services (OPS)**” means an office within the Office of the Secretary of DPSCS responsible for the provision of Inmate health services and having the authority to direct and enforce the specific requirements of the Contract.
- 1.2.65 “**On-call services**” means that a Mental Health Professional is identified on a scheduled basis to be available for telephone consultation with on-duty Mental Health or Medical Contractor’s staff within fifteen minutes of notice whenever a Mental Health Professional is not physically On-site at a given Department facility. Scheduled on-call Mental Health Professionals may be required to report to the institution if deemed clinically necessary within one hour. See § 3.18.
- 1.2.66 “**On-site**” means physically on the premises of a Department facility.
- 1.2.67 “**Other Healthcare Contractors**” means any or all of the entities under contract with the Department for the specialized delivery of Dental, Medical or Pharmacy services to Inmates under the jurisdiction of



the Department. These Other Healthcare Contractors may be individually referred to in the RFP as the Dental Contractor, Medical Contractor and Pharmacy Contractor.

- 1.2.68 **“Patient Care Conference”** means a multidisciplinary (physician, nursing, Case Management, social work, Custody and mental health representatives) conference initiated when there is a complex patient problem requiring multidisciplinary intervention, which is convened by the Medical Contractor’s Regional Medical Director or the Contractor’s Statewide Mental Health Director.
- 1.2.69 **“Patuxent Institution (Patx)”** means the prison within the Department of Public Safety and Correctional Services for inmates committed under sentence to the Commissioner of Correction, but who are found eligible for one of Patuxent’s programs targeted to the needs of chronic offenders. Governance of Patuxent is in accordance with Title 4 of the Correctional Services Article, Maryland Annotated Code. Patuxent is independent of the Division of Correction. However, DOC Inmates may be incarcerated at Patuxent even when not admitted to one of the Patuxent remediation programs.
- 1.2.70 **“Pill Line”** means a place of contact where Inmates line up to receive medications.
- 1.2.71 **“Post Order”** means specific instructions Staff receives in order to complete all tasks of an assigned post. Posts include but are not limited to infirmary, recreation areas, housing areas, educational areas, etc.
- 1.2.72 **“PREA”** or **“Prison Rape Elimination Act”** means the Federal bill supporting the prevention, reduction and elimination of sexual violence in US prisons, signed into law in 2003.
- 1.2.73 **“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.
- 1.2.74 **“Pre-Trial”** means an Arrestee awaiting trial who is in the custody of the Division of Pre-trial Detention and Services. See Section 1.2.32
- 1.2.75 **“Regional Assistant Directors of Mental Health”** means a State employed licensed Mental Health Professional who provides mental health program oversight within each of the four service delivery areas.
- 1.2.76 **“Reception”** means any facility or process associated with the housing and receipt of Inmates being processed through or sentenced to DPSCS jurisdiction.
- 1.2.77 **“Routine Condition”** means an Inmate who demonstrates any mental health illness symptoms or history of mental illness shall be seen within five (5) business days by a Mental Health Professional.
- 1.2.78 **“Serious Mental Illness (SMI)”** means a Mental Illness that is listed in Maryland COMAR title 10.21.17.02 in accordance with the Diagnostic and Statistical Manual Fourth Edition TR (text revised) and includes Schizophrenic disorder, Major affective disorder, other psychotic disorders and borderline or schizotypal personality disorder.



- 1.2.79 “**Sick Call Slip**” means a slip that the Inmate completes and places in a designated box when requesting mental health services.
- 1.2.80 “**SMI**” or “**non-SMI**” means Serious Mental Illness or non-Serious Mental Illness.
- 1.2.81 “**Service Delivery Area (SDA)**” means one of four geographical regions into which the State is divided for purposes of managing Inmate health care services. The four SDAs are Eastern, Jessup, Baltimore, and Western. (See RFP §3.5 for an extended description of the regions.)
- 1.2.82 “**Short-term Residential Treatment**” means that an Inmate requires individual treatment in an IMHTU for 12 months or less in order to be returned to the general population. See Section 3.25.3.
- 1.2.83 “**Special Confinement Populations**” means any population of Inmates housed together within a correctional facility who are subjected to restrictions within the facility due to their status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody, mental health Special Needs Units, and State run behavioral special needs units. For the purposes of this RFP, the Contractor will have no responsibility for Inmates in a State run behavioral special needs unit.
- 1.2.84 “**Special Needs Unit**” or “**SNU**” means a unit that has been exclusively established for mental health purposes for Inmates who suffer from a mental disorder and can function within a general population setting. Currently, there are three Special Needs unit; one Maximum Security Facility located at North Branch Correctional Institution, one Medium Security Facility located at Roxbury Correctional Institution and one Pre-Trial Facility located at BCDC.
- 1.2.85 “**Staff**” means the Contractor’s employees, sub-Contractors, the employees of a sub-Contractor, and specialists and consultants used by the Contractor to diagnose and/or treat Inmates.
- 1.2.86 “**State Fiscal Year**” means the twelve-month period beginning July 1 of one year and ending June 30th of the following year.
- 1.2.87 “**StateStat**” means a data-based performance-measurement and management tool for state government.
- 1.2.88 “**Sub-acute Intensity of Care Level**” means a category of care for Inmates for whom it is determined that the level of dangerousness to his/her self is stabilized; however, there is still a possibility of harm to his/her self or others. Inmates so categorized must be kept under close observation in an IMHTU. See Section 3.25.3
- 1.2.89 “**Super Users**” means Contractor Staff with an enhanced level of training and skills in the application of the EHR who act as problem-solvers for system inquiries at the facility level.
- 1.2.90 “**Telemedicine**” means the offering and coordinating of specialty medical and/or mental health services through audio and video equipment specifically designated and designed for medical and/or mental health meetings and consultation services.



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- 1.2.91 “**Treatment Plan**” means the planned course of treatment recorded in a specific Inmate’s mental health record.
- 1.2.92 “**Urgent Condition**” means that an Inmate who shows symptoms of acute mental illness (thought disorder, mood disorder or impulse disorder) must be seen within 24 hours of intake by a Mental Health Professional.
- 1.2.93 “**Use of Force**” means a correctional term describing a response to any incident in which legal deterrent force was required to be applied.
- 1.2.94 “**911 Event**” means an emergency medical situation that requires Immediate medical attention including but not limited to first aid and/or CPR to prevent serious injury or death. The Immediate response to any onset of serious illnesses or symptoms including any accidental injury involving staff, Inmates, visitors and any individual on the grounds of the facility.
- 1.2.95 “**Permanent Employees**” are Staff (See 1.2.85) that are anticipated to be employed for more than 30 days and that are expected to work On-site (See Section 1.2.66) as any part of their work assignment. Permanent Employees includes any Staff which typically work in or from an administrative office, including a district, regional or home office, which is expected to make On-site visitations.
- Any Staff that does not fit within the above definition of Permanent Employees shall be considered a “Non-Permanent Employee”.
- 1.2.96 “**Critical Incident**” means any incident that disrupts the secure and orderly running of the correctional Facility.
- 1.2.97 “**Outpatient Services**” means mental health services provided to any Inmate who is not in an IMHTU.
- 1.2.98 “**Critical Results**” means that detected levels of the item(s) being tested are such that an intervention is required urgently but not emergently, i.e. the detected level is above the normal range but not so much so as to be considered toxic.
- 1.2.99 “**Psychiatric Nurse**” means a registered nurse that within the past 10 years has at least one year of continuous experience providing nursing services to mentally ill patients at an inpatient mental health facility/correctional facility with five or more beds for mentally ill patients.
- 1.2.100 “**Psychology Associate**” means an individual with a Master's degree in psychology or related field who meets the criteria and is qualified as a psychology associate by the Maryland Board of Examiners.
- 1.2.101 For the purposes of this Contract “**Referral**” means a request that an Inmate be Assessed by Contractor Staff to determine whether the Inmate is in need of mental health services. A Referral can be made by an Inmate, State mental health, Custody or other State staff, or staff of Other Healthcare Contractors.



A Referral can be made either verbally (in-person or by phone) or in writing. A written Referral can be made via email or by the submission of a DPSCS OTS Form: 124-400-1. If a Referral is made by other than a DPSCS OTS Form: 124-400-1 the Contractor shall Immediately complete a DPSCS OTS Form: 124-400-1 and provide it to the Chief psychologist, lead or designee of the facility where the Inmate who is the subject of the Referral is located. The Chief psychologist or lead of the facility where the Inmate who is the subject of the Referral is located will maintain a log of all Referrals in accordance with the procedures in DPSCSD 124-401 to monitor the Contractor's response to the Referral in terms of both timeliness and outcome.

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

1.3 Contract Type

The Contract that results from this RFP shall be a FIXED PRICE Contract whereby the prices quoted in Attachment F-1 are subject to adjustment due to variations in the Consumer Price Index and variations in Inmate census, as described in RFP §§ 3.3.1.2 and 3.3.2, respectively. (See COMAR 21.06.03.02.A.(3) and 21.06.03.02.B.(3));

1.4 Contract Duration

- 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").
- 1.4.2 From the date of Contract Commencement through July 1, 2012, 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. No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the Go Live Date.
- 1.4.3 As of July 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.



- 1.4.4 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 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 § 3.3.5.1 and certain obligations as noted in §3.47.2.1 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.

1.5 Procurement Officer

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

Patti Tracey
Department of Budget & Management
Office of the Secretary
Division of Procurement Policy and Administration
45 Calvert Street Room 139
Annapolis, MD 21401
Telephone #: 410-260-7918
Fax #: 410-974-3274
ptracey@dbm.state.md.us

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

1.6 Contract Manager

Contract Manager – The Department employee who monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State's Contract Manager is:

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

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



1.7 Pre-Proposal Conference

A Pre-Proposal Conference (“Conference”) shall be held on **December 16, 2011**, beginning at **10:00AM (local time)**, at the Department of Budget and Management, 45 Calvert Street, Room 164 A&B, Annapolis, Maryland 21401. All interested prospective Offerors are encouraged to attend in order to facilitate their understanding of the RFP requirements.

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

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

1.8 Questions

Prior to the Conference, the Procurement Officer, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted by mail, facsimile or, preferably by e-mail to the Procurement Officer only. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.

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

1.9 Site Visits

Prospective Offerors to the RFP are encouraged to participate in site visits to familiarize themselves with where services are to be provided to be more fully informed as to physical plant specifics and how these needs should be considered in the development of proposals.

Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential offerors with the geography and physical layout of the facilities to be served by the contracted awardee. Questions about the RFP should be saved for the Pre-Proposal Conference.



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

The information that must be submitted for each intended site visit attendee includes a Name, Social Security Number, and Date of Birth. This will enable Security Staff in the facilities to do a brief background check that will allow them to issue a one-day pass for the tours. (Dates to be determined, however notice will be sent at least two (2) weeks in advance of site visits and dates for tours will be scheduled and posted on eMaryland Marketplace and the DPSCS and DBM websites no later than two (2) weeks after Pre-Proposal Conference on December 16, 2011).

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

- No communication devices (cell phones, beepers, Blackberries, computers, etc.), weapons or cameras will be admitted to any DOC or DPDS facility Statewide.
- No purses, bags, lunches, briefcases, or other carry-in materials other than a pad of paper and a pen or pencil will be permitted in any facility. (Time will not permit visitors to apply for and get a locker for these items during the brief time prospective Offerors' representatives will be onsite).
- Clothing items made from denim may not be worn into facilities.
- Other forbidden clothing items include open-toed shoes, sleeveless blouses not covered by a jacket, under-wire bras (visitors WILL be asked to remove them in some facilities so they should be avoided), shorts, tee-shirts, and jeans of any material.
- No sundries can be taken into facilities including tobacco, soda, water, other drinks, gum, candy and snacks. If it is necessary to have some sort of food secondary to a medical condition, it must be carried in a clear plastic baggie for inspection by Custody on arrival at each facility.

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

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

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

Some of the Service Delivery Areas (SDAs) will require that touring prospective Offerors' representatives move their cars from facility to facility, so plans to carpool are essential as parking may be less than desirable in some SDAs, and nearly impossible in Baltimore. The Assistant Commissioner in Baltimore has arranged for prospective Offerors' representatives touring the facilities to have one-day parking passes. If this is needed, information regarding the car style and license plate will be required with the ID information in advance of the visit. There are only ten (10) spots to be "borrowed" so parking will also be first-come-first-served, and carpools will have extra consideration over single drivers.

Directions to the DPSCS facilities can be found on the web at:

http://www.dpscs.state.md.us/locations/dpp_offices.shtml



1.10 Proposals Due (Closing) Date

An unbound original, to be so identified, and six (6) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM (local time) on Tuesday, January 31, 2012** in order to be considered. Two (2) copies of the electronic version on CD of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. Two copies (2) of the electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02(F), proposals received by the Procurement Officer after the due date, **January 31, 2012** at 2:00 PM (local time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

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

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the



State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

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

1.15 Incurred Expenses

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

1.16 Economy of Preparation

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

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

1.18.1 Multiple Proposals

Multiple proposals will not be accepted.

1.18.2 Alternate Proposals

Alternate Proposals will not be accepted.

1.19 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.



A Minority Business Enterprises (MBE) subcontractor participation goal of 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**.

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 Proposals 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.

1.20 Access to Public Records Act Notice

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



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

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. Subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposals. Additional information regarding MBE Subcontractors is provided under paragraph 1.19 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to minimum qualifications, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in **Attachment D: Minority Business Enterprise**.

1.22 Mandatory Contractual Terms

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

1.23 Bid/Proposal Affidavit

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

1.24 Contract Affidavit

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



1.25 Compliance with Laws/Arrearages

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

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

1.26 Procurement Method

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

1.27 Verification of Registration and Tax Payment

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

1.28 False Statements

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

- a. In connection with a procurement contract, a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.



1.29 Living Wage Requirements

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

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

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

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

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

1.30 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.31 Electronic Funds Transfer

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



the exemption. The COT/GAD X-10 form is provided as Attachment J and can be downloaded at the following URL: http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

1.32 eMaryland Marketplace

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

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

1.33 Liquidated Damage

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

It would be impractical and extremely difficult to assess the actual damage sustained by the Department in the event of delays or failures in service, reporting and attendance of Contractor personnel for scheduled work and provision of services to the Department Facilities served by this Contract. The Department and the Contractor, therefore, presume that in the event of any such failure to perform to certain standards, the amount of damages which will be sustained will be the amounts set forth in Attachment Q, Liquidated Damages, and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. For amounts due the Department as liquidated damages, the Department, at its option, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item as further described in Attachment Q.

1.33.2 The Department will not assess or invoke liquidated damages for any occasion of Contract non-performance otherwise subject to liquidated damages if such non-performance is determined by the DPSCS Contract Manager to have resulted from circumstances beyond the control of the Contractor.

1.33.3 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 Q.

1.33.4. The maximum period of time for which Liquidated Damages may be invoked shall be as follows:



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

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

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

1.33.4.3. Six (6) months when the circumstance/information upon which the damages will be based is only discovered via investigation of an ARP or other type of complaint, including a whistleblower type of complaint from current or former Staff of the Contractor.

1.33.4.4. Unlimited for any situation when it is determined that required, applicable information has been intentionally falsified or omitted to conceal the failure of the Contractor to comply with Contract requirements.

1.34 Consumer Price Index (CPI)

1.34.1 Price Adjustment

On July 1, 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) days prior to July 1, 2015 and July 1, 2016 the DPSCS Contract Manager shall advise the Contractor of the permitted percentage adjustment for the Monthly Proposed Price. The adjustment shall be based on the change in the Consumer Price Index as described in § 1.34.2 below.

1.34.2 Consumer Price Index Information

1.34.2.1 Price Adjustment: This section describes the mechanism to be used to make price adjustments. Price adjustments to the contracted prices for services proposed will be made annually for the 4th and 5th Contract Years under the following procedure:

1.34.2.1.1 At least sixty (60) calendar days prior to the 3rd and 4th contract anniversary dates which mark the beginning of the 4th and 5th Contract Years, respectively, the Contractor shall submit to the DPSCS Contract Manager its proposed adjustment for the next Contract Year. 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 Years, respectively, the DPSCS Contract Manager shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment, calculated to the nearest tenth of a percent, (e.g., 1.1%) to be applied to the Monthly Proposed Price and corresponding Per Inmate price. The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers, Medical Care Services (“CPI-U, MCS”), all items, base period 1982-84=100. (See Attachment AA).

1.34.2.1.2 Within fifteen (15) calendar days of the receipt of the DPSCS Contract Manager’s notice of adjustment, the Contractor shall submit its revised monthly and corresponding per Inmate rates to the Contract Manager in the same form as the “Financial Proposal Form” (Attachment F-1). The Contractor shall have the option of keeping existing prices or changing its monthly, and corresponding per Inmate price.

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

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

The 4th and 5th Contract Years 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 Years, as appropriate.

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

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



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

1.34.2.2.1.2 Series ID: CUUR0000SAM2.

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

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

1.34.2.4 The following example illustrates the computation of percent change:

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

1.35 Electronic Procurements Authorized

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

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

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

1.35.4 In addition to specific electronic transactions specifically authorized in other sections of this RFP or IFB (e.g. §1.31 related to electronic funds transfer (EFT)) and subject to the exclusions



noted in § 1.35.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

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

- a. the solicitation (e.g. the RFP or IFB);
- b. any amendments;
- c. pre-proposal conference documents;
- d. questions and responses;
- e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
- f. notice that a proposal is not reasonably susceptible for award or does not meet minimum qualifications and notices of award selection or non-selection; and
- g. the Procurement Officer's decision on any protest or Contract claim.

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

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

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

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

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

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



1.36 Non-Compete Clause Prohibition

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

To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents below the Statewide level (Statewide Mental Health Director, Statewide Director of Nursing or Contract Manager) working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to the Offeror's employees and agents below the Statewide level if a different vendor succeeds it in the performance of the Contract.

To evidence compliance with this Non-Compete clause prohibition each Offeror must include an affirmative statement in its technical proposal (See Section 4.4 D #20) that the Contractor agrees that its employees and agents below the Statewide level shall not be restricted from working with any successor contractor that is awarded the State contract.

In the event the Department determines that the Contractor or its agent has invoked a non-compete clause to discourage an employee below the Statewide level from agreeing to work for a successor contractor in violation of RFP requirements, the Department as liquidated damages shall deduct the equivalent of three month's salary for such employee from the final payment due the Contractor to compensate the Department for the value of lost Contract-specific knowledge. To ascertain the value of three month's salary the Department will use the hourly rate provided for the respective position in Attachment O of Contractor's technical proposal. (See last line entry on REVISED Attachment Q).

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Section 2 MINIMUM QUALIFICATIONS

Each Offeror shall clearly demonstrate and document within the Executive Summary (See §4.4 Tab C) of its technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

2.1 Minimum Corporate Qualifications

An Offeror (See § 1.2.63) shall for the three (3) years prior to proposal submission, either directly or via its parent organization if that organization will guarantee the performance of the Offeror (See § 1.21) have simultaneously and continuously provided Comprehensive Mental Health Services* under all three (3) of following circumstances:

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

*Comprehensive Mental Health Services means the Offeror has provided chronic (ongoing) inpatient or outpatient psychiatric or psychological care of prisoners with a diagnosable mental illness in accordance with the criteria listed in the Diagnostic Statistical Manual IV Edition, Text Revised, and is responsible to respond to episodes of prisoner acute psychiatric or psychological distress.



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

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Section 3 SCOPE OF WORK

3.1 Introduction

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

3.2 General Provisions

- 3.2.1 The Department has delegated responsibility for the management of the delivery of Inmate mental health care to the DPSCS Director of the Office of Programs and Services and, concomitantly, to Healthcare Administration and Clinical Services.
- 3.2.2 The requirements of the RFP are incorporated by reference into the Contract.
- 3.2.3 The Department Contract Manager has the sole authority to order the Contractor to take specific actions that the Department deems administratively appropriate that are consistent with the terms of the Contract, and the Department Mental Health Director may order the Contractor to take specific actions that the Department deems clinically appropriate that are consistent with the terms of the Contract.
- 3.2.3.1 The Department's Director of Mental Health Services, Medical Director and Director of Nursing shall have full authority to direct any clinical action under the Contract.
- 3.2.3.2 The Department's Contract Manager, Director of Mental Health Services, 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 3.2.12.2).



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- 3.2.4 Success in the provision of Inmate mental health services in a multi-Contractor model (See § 3.1 and § 3.4) in partnership with the Department is dependent on communication. As described within this RFP, the Department depends on regular meetings on an array of substantive issues to address Inmate health needs. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department. (See §§ 3.4.3, 3.30.2 and § 3.41.1).
- 3.2.5 The Contractor shall ensure that only qualified Mental Health Professionals will provide required services, as set forth in any federal or State laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and the full array of mental health care services to be provided under the Contract that results from this RFP.
- 3.2.6 The Contractor is responsible for the timely payment of all claims by those providing specialty care to State Inmates pursuant to referral by the Mental Health Professional. 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 §1.4.5 concerning the Contract term and § 3.3.3.1 concerning billing).
- 3.2.7 At the request of the Department's Contract Manager, the Contractor shall participate in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings. The Contractor shall provide consultation to the Department on matters of Inmate movement within Departmental facilities to ensure that the needs of the Inmate patients are met in conjunction with space and resource requirements for certain geographic areas.
- 3.2.9 The Contractor shall assist the Department and Other Healthcare Contractors with the gathering of all relevant medical information and identification of family members or responsible party to be named as a legal medical guardian in the event that a patient appears to be unable to provide proper informed consent to medical treatment. The Mental Health contractor shall perform evaluations for competency to assist in issues of guardianship. Any related litigation to establish a legal guardianship shall be initiated by the DPSCS Attorney General Office (AGO).
- 3.2.10 Litigation:
- 3.2.10.1 For any incidence where litigation involving any activity under this Contract is filed directly with the Contractor, the Contractor shall promptly notify the Department's Contract Manager and Director of Mental Health Services. The notification shall include:
1. Name of court,
 2. Case number,
 3. Whether counsel filed or pro se, and
 4. Amount of claim.



3.2.10.1.1 Whenever there is any progress or activity involving the case, the Contractor shall notify the DPSCS Contract Manager and DPSCS Director of Mental Health Services to delineate:

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

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

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

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

3.2.10.2.1 In accordance with the *Carter v. Kamka* consent decree, the Contractor must:

1. Provide employees of the Legal Services Provider access to the institutional mental health records, whether in electronic or hard copy form, of Inmates who have executed releases authorizing the Legal Services Provider to review their records; and
2. Deliver to the Legal Services Provider photocopies of Inmate mental health records specifically identified by the Legal Services Provider within fifteen (15) days of the photocopy request.

3.2.10.2.1.1 The copy reimbursement rate to be charged to the Legal Services Provider for photocopies requested may not exceed \$0.15 per page.

3.2.10.2.1.2 As an alternative to reproducing electronic records on hard copy form for inspection by Legal Services Provider employees to review for identification for photocopying, the Contractor may provide to the Legal Services Provider a



readable electronic copy of all electronic records for a time period (e.g. May 1 – May 31, 2011) specified by the Legal Services Provider to be delivered electronically to the Legal Services Provider in Adobe PDF format.

- 3.2.11 The Contractor must respond to Custody “Use of Force” (See § 1.2.93) and similar incidents to evaluate and provide mental health treatment for mental health Inmates and State staff, as necessary. Contractor Mental Health Professionals shall not be required to participate in the act of extraction.
- 3.2.12.1 Throughout this RFP the Contractor and various Staff of the Contractor are identified as being required to do or not do various actions, meet various requirements, etc. Unless clearly not applicable, specified requirements of the Contractor shall be construed to apply to its Staff, and specified requirements of various Staff shall be interchangeably construed to apply to the Contractor.
- 3.2.12.2 Any time a specific Department position is listed throughout the RFP (e.g. Contract Manager, Medical Director, Director of Nursing, etc.) such identification shall be construed to include a designee, who shall be identified in writing to the Contractor by the person holding the position. Such written identification will typically occur via email.
- 3.2.13 Included as Attachment X is a **Contract Compliance Checklist (CCC)**. The CCC does not contain any new requirement or information. Rather, it seeks to highlight many of the requirements of the RFP in a streamlined, summary format for use by both the Contractor and Department personnel to ensure that such RFP requirements are not overlooked throughout the duration of the Contract. In addition, Offerors may use the CCC to help ensure that the included requirements are appropriately addressed in their proposals.
- 3.2.14 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 Mental Health Care services. (See also § 3.16.3(1)). For instance, the Department has entered into an MOU with the Federal Bureau of Prisons regarding the management of federal Inmates at 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 § 1.2.37 and 1.4.3), the Contractor shall submit an NCCHC Compliance Plan to the DPSCS Contract Manager. The Contractor must fully cooperate with the Department and the NCCHC concerning the Department’s commitment to obtain NCCHC accreditation for MCAC. In this regard the Contractor must provide appropriate personnel to attend any meetings pertaining to the effort to obtain accreditation, provide all pertinent information, and take any actions reasonably necessary to help achieve the goal of NCCHC accreditation, including correcting identified deficiencies in the manner in which it operates if an audit re-inspection(s) is needed. The Department will pay NCCHC all costs associated with obtaining accreditation including the initial audit and any subsequent re-audits due to failure to pass an initial audit. See Attachment BB (MCAC MOU).



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- 3.2.15 All Contractor Staff who work in a facility must, at a minimum, have CPR training.
- 3.2.16 The Contractor shall at all times perform under the Contract in full compliance with the requirements of State and DPSCS guidelines concerning the security of DPSCS information technology (IT) hardware, software, mid-ware, systems, databases, etc. State IT security guidelines can be found on the website <http://doit.maryland.gov/policies/Pages/default.aspx>.

3.3 Billing

3.3.1 Billing Frequency and Contract Years

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

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

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

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

3.3.1.2 Except as noted in Section 3.3.2, for the first three Contract Years the Contractor shall bill the Department for the Monthly Price for each respective Contract Year as quoted in its final financial proposal. For the last two Contract Years (years 4 and 5) the Contractor shall bill the Department at the same Monthly Price as quoted or calculated for the preceding Contract Year, subject to a CPI adjustment as described in § 1.34. (Also see § 4.5 and Attachment F)

3.3.2 Billing Adjustment for Inmate Census Changes

For all Contract Years the Contractor's Monthly Price is subject to an adjustment for variations in the Inmate Mental Health Population as of June 30th for each Contract Year. The Contract



Manager shall forward the documented adjustment of the Inmate Mental Health Population as well as the exact figure which will represent the monthly billing amount for the upcoming year within 10 days after the end of each Contract Year (i.e. by July 10th of each year). In calculating any possible adjustment, the Department will compare the Inmate mental health population as maintained by the Director of Mental Health Services as of June 30th as of the current year with the Inmate mental health census of the prior year. If there is more than a 400 Inmate difference, the monthly contract price will be adjusted by the number of Inmates (Mental Health Population. See 1.2.55) either more or less than as calculated on the price form.

In Attachment F, it is explained that based upon the Estimated Annual Inmate Mental Health Population a per-Inmate monthly rate will be established. If as of 6/30 of any year of the Contract the Inmate Mental Health Annual Population differs by more than 400 Mental Health Inmates, either more or less, from the Estimated Annual Mental Health Inmate Population listed in Attachment F-1, 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 400 variation limit, plus or minus.

For example: Per Attachment F the Inmate Mental Health Annual Population is estimated to be 4,200 for the first Contract Year 400 Inmates above or below this level is 4,600 or 3,800. If as of 6/30 in a given year of the Contract the Inmate Mental Health Population is 3,750, the Contractor shall bill its Monthly Price Per Inmate as taken from Attachment F times 50 (3,800 less 3,750 = 50). The Contractor would then subtract the resulting total from its Monthly Price for the following Contract Year to produce the amount to be billed for each month in the following Contract Year.

Conversely, if the Average Daily Population as of 6/30 for a given Contract Year is 4,700, the Contractor may increase its Monthly Price Per Inmate for the following Contract Year as taken from Attachment F times 100 (4,700 less 4,600 = 100) to produce the amount to be billed for each month in the following Contract Year.

3.3.2.1 To calculate the appropriate census adjustment for the 4th and 5th Contract Years the Estimated Average Inmate Mental Health Population listed on Attachment F-1 for the third Contract Year (4400) shall be used.

3.3.2.2 If the June 30th falls on a weekend, the population for that month shall be the population reported on the next following Monday, or next regular workday if that Monday is a **Holiday; e.g. State Holiday, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.**

3.3.2.3 The population at the Baltimore Central Booking and Intake Center that has not been committed shall not be included in the Inmate Mental Health Population count. For clarification purposes, the population at BCBIC is included as a population that must be provided full mental health services as defined throughout this RFP (also reference §3.5.1). Based on the rapid turnover of this population, those not committed will not be



included in the Inmate population count as specified in the price sheet instructions and reimbursement. However, all mental health services must be provided to this population, and this population is to be covered by the Contractor's proposed price and submitted staffing matrix; no additional reimbursement shall be made for mental health services provided to this population. The cost of the Staff to provide services at BCBIC is to be part of the Contractor's submitted price.

- 3.3.2.4 The Contractor's Monthly Price from its financial proposal (Attachment F-1) shall cover all Staff services, specialist care, supplies, equipment (except as noted in §§ 3.21.1 and 3.21.2), all overhead and administrative costs, and any other costs associated with the full provision of mental health care, including any fees associated with licenses required by entities such as but not limited to Board of Physicians, Board of Nursing, Board of Professional Counselors & Therapists, Board of Examiners of Psychologists, Board of Social Work Examiners and the Maryland Department of Health and Mental Hygiene as set forth within this RFP, regardless of whether any adjustment of this Price occurs due to the above described variation in the Annual Inmate Mental Health Population. The cost of medications and services list in § 3.26 is not to be included in the Monthly Price.

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

3.3.4 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.

3.3.5 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 Contract 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 July 5, 2012 instead of July 1, 2012, as anticipated, the payment to the Contractor for July 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 mental health 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 July fixed fee amount of \$167,741.86.

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

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

3.5 Geographical & Inmate Status Scope of Responsibility

- 3.5.1 The mental health services requested under this RFP are to be delivered for all persons incarcerated or otherwise held in any institution of the DPSCS. As set forth more fully below and in Attachment G, DPSCS operates the institutions comprising the Maryland Division of Correction, the Patuxent Institution, and the Maryland Division of Pre-Trial Detention and Services.
- 3.5.1.1 As described more fully in Attachment G, DOC is comprised of approximately 27 institutions and pre-release facilities. These 27 locations are separated for Contract management purposes into four service delivery areas in the following chart:



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

3.5.1.2 DPDS, the local jail in Baltimore City, is a Pre-Trial facility primarily for non-sentenced Detainees. It is comprised of the Baltimore Central Booking and Intake Center (BCBIC), BCDC, comprised of a women’s detention center (WDC), and a men’s detention center (MDC) and the dormitories in the Jail Industries building (JI).

3.5.1.3 The Contractor shall screen all Arrestees delivered to the BCBIC in accordance with RFP Section 3.24.2. The duty to provide mental health care extends to all Arrestees accepted for booking at BCBIC through commitment, as well as those committed to the Custody of the Division of Correction. The count is based on only those committed. (See § 3.3.2.3)



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

3.5.2.1 All federal Inmates shall be treated in a manner consistent with that required for the entire DPSCS population. Utilization management practices are expected to be employed by the Contractor with respect to federal Inmates as required by DPSCS and the federal U.S. Marshalls Service. This includes notification of and seeking authorization for any services beyond those generally offered to Inmates for sick call, routine chronic care, or attention to On-site injuries. The Contractor's Contract Manager shall notify the Department's Contract Manager via email every time a federal Inmate has any Off-site hospitalization.

3.6 Contractor Staffing and Management

3.6.1 The Final staffing plan submitted in response to 4.4 Tab D § 6 shall be formalized as the Contractor's initial staffing plan. The Contractor's staffing plan shall primarily focus on the total number of Staff to be provided and the number of Staff in each position category. e.g., R.N., LPN, LCSW-C, etc. Although the staffing plan will indicate the projected work site and working hours for each included position, unless directed otherwise in writing by the DPSCS Manager/Director the Contractor may alter Staff work sites or work times without revising its current staffing plan. However, annually the Contractor must submit a staffing plan as described in 3.6.1.1.1.

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

3.6.1.1.1 Beginning with the second year of the Contract, within 10 days after the start of each Contract year the Contractor shall submit a staffing plan, to be known as the Annual Staffing Plan, which reflects its then current staffing arrangement. This Annual Staffing Plan shall indicate all positions working under this Contract, either On-Site or at a Contractor Off-site location in Maryland such as a regional office, including the typical work hours and location for each position. Each Annual Staffing Plan shall highlight staff additions or deletions, by location, since the Initial staffing plan, or a prior Annual Staffing Plan, as applicable. Any overall increase in the number of Staff working under the Contract shall also be specifically described.

The DPSCS Manager/Director, ACOMS, Regional Assistant Chiefs of Mental Health, and other designated DPSCS personnel will have the ability to monitor the Contractor's staffing real time via access to the Contractor's monthly staffing schedules as described



in §3.6.4. As long as in the opinion of the DPSCS Contract Manager there are not an excessive number and amount of liquidated or direct damages being assessed due to the failure of the Contractor to comply with various Contract requirements, the Contractor shall be afforded the flexibility to use its Staff in the manner it deems most appropriate to satisfy the services requirements of the Contract. However, if in the opinion of the DPSCS Contract Manager there are an excessive number and amount of liquidated or direct damages being assessed due to the failure of the Contractor to comply with various Contract requirements, for as long as deemed appropriate the DPSCS Contract Manager may require the Contractor to obtain his/her advanced, written approval for any proposed staffing changes.

3.6.1.2 Except as described in § 3.6.1.3 for nursing positions for Inpatient Mental Health Treatment Units and sick call and § 3.6.1.4 for certain telemedicine implementation, the Contractor shall maintain a minimum 96% Fill Rate for each Mental Health Professional (See §1.2.56) positions listed in accordance with its current DPSCS approved staffing plan. The 96% Fill Rate will be calculated by SDA and Mental Health Professional positions based on the total number of hours provided per month versus the aggregate number of hours contained in the current staffing plan. As described in §1.33 and Attachment Q, Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for any or all Mental Health Professional positions listed in the DPSCS approved staffing plan, 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 Mental Health Professional position, if less than a 96% staffing level is obtained in that same month in any SDA Liquidated Damages will be assessed).

Any administrative (non-Mental Health Professional) position occupied by an individual licensed in any of the disciplines identified in Section 1.2.56 is not subject to the 96% or 100% Fill Rate.

3.6.1.3 Nursing positions identified in Section 1.2.56 for Inpatient Mental Health Treatment Units 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 (i.e staffing must be at 100% of approved staffing plan).

If a Mental Health Professional 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 Inpatient Mental Health Treatment Units and sick call that is not staffed as per the Contractor's staffing matrix. (See Attachment Q).



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- 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 Director of Mental Health Services may agree to permit the Contractor to implement certain telemedicine services in lieu of On-site Mental Health Professionals. Upon such written agreement, any such omitted positions may be exempt from the 96% Fill Rate requirement.
- 3.6.2 The Contractor shall provide professional management services to support the Inmate mental health care program, including but not limited to adequate On-site supervision of First Line Staff (First Line Staff means direct care Staff who initiates the triage and treatment of Inmates On-site) by qualified mental health, nursing, and administrative leadership.
- 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 § 6 F shall be formalized as the Contractor's initial organization chart.
- 3.6.3.1 The Contractor shall have a Statewide Mental Health Director and Statewide DON, which shall be separate and distinct from the Contractor's Contract Manager (See 1.2.19). The Statewide Mental Health Director must be a physician (MD) licensed in Maryland and be Board certified in Psychiatry. The Statewide DON must be a master's level Nurse (RN) registered and licensed in Maryland. Contractor Facility Mental Health staff, including Mental Health Professionals, shall report to a Contractor Statewide Mental Health Director. The Contractor may also have one or more Regional Mental Health Directors. If one or more Regional Mental Health Director is used, Contractor Facility Mental Health staff, including Mental Health Professionals, shall report to the appropriate Contractor Regional Mental Health Director, who in turn shall report to the Contractor Statewide Mental Health Director. Mental Health nurses shall report to a Contractor Statewide DON. Similarly, Healthcare Professionals and other Staff, clerks and schedulers, necessary to perform daily functions of Inmate mental health care and mental health problem prevention, shall report to the Contractor's Regional Mental Health Director, if any, and/or Regional DON, or nursing supervisor, as appropriate, who in turn shall report to the Contractor Statewide Mental Health Director 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 O).
- 3.6.3.2 Consistent with § 3.2.3, clinical management shall be in place to determine mental health clinical issues. Administrative management shall not make mental health clinical determinations. Mental health clinical determinations shall be made by the mental health clinical management staff in consultation with and support of the Contractor's Mental Health Directors and/or Directors of Nursing. The Contractor shall provide strategic operational planning as well as mental health 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. This meeting is listed in Attachment Y 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, 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.

3.6.5 Although it is recognized by DPSCS that the recruitment and retention of qualified staff helps the Contractor fulfill its obligations under the Contract, DPSCS and Inmates also benefit from the stability of the Contractor's workforce. Accordingly, the Contractor should take all reasonable actions to minimize both the number and duration of Staff vacancies. To this end the Contractor should try to hold annual Staff turnover to less than 10% (See § 4.4 Tab D, #8[A]).

3.6.5.1 Among the important means to achieve a stable workforce is the payment of adequate salaries and wages, along with attractive employee benefits. To help assure the adequacy of wages, salaries and benefits, in § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8, Offerors' are to identify minimum Staff payment rates (wages and salaries) and other means of recruiting and retaining Staff, which shall include the benefits available to its personnel. The payment rates and benefits listed in response to § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8 will be among the factors evaluated among Offerors to help determine the Offeror selected for Contract award. However, in no instance may the minimum payment rate to Staff be less than permitted under the State's Living Wage law as described in § 1.29 and Attachment K.

3.6.5.2 No more than 30 days after the Go Live Date (See § 1.4.3) of the Contract the Contractor shall submit an affidavit to the DPSCS Contract Manager certifying that the wages and salaries being paid to all Staff are at least the level of the payment rates per position contained in its response to § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8. In addition, also no more than 30 days after the Go Live Date, the Contractor shall submit to the DPSCS Contract Manager signed statements from no less than 10% of its Staff in each different type of employed position (e.g. Psychiatrist, Mental Health NP, Psychologist, Psychiatric



Nurse, Psychiatric Physician Assistant, RN, LPN, Licensed Mental Health Counselor, clerks, etc.), including subcontractor Staff, that the Staff are receiving at least the payment rate for his/her position as was contained in the Contractor's response to § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8. In instances when there are fewer than ten Staff occupying a given position, a signed statement shall be submitted for at least one person occupying that position.

3.6.5.2.1 These signed statements shall identify the:

- Name Of The Person Making The Statement;
- Position Title Occupied By This Person;
- Person's Assigned Work Location;
- Minimum Payment Rate For The Position As Per The Response To § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8;
- Signature Of The Person; And
- Date of the signature, which cannot be earlier than the Go Live Date, nor later than 30 days after the Go Live Date.

3.6.5.3 No more than 30 days after the start of the 2nd, 3rd, 4th and 5th Contract years the same affidavit for all Staff and certifications of at least 10% of Staff as described in § 3.6.5.2 shall be submitted to the DPSCS Contract Manager. Each Contract year the submitted Staff certifications shall be from different persons than have been submitted previously, unless there are too few persons occupying a given position for this to occur, in which case the certification may be submitted from a person who has previously submitted one.

3.6.5.4 If it is determined that any Contractor staff are receiving less than the payment rate contained in the Contractor's response to § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8, the Contractor must immediately adjust the payment rate for such Staff to the rate contained in the Contractor's response to § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8, and make restitution to each such Staff for the difference between the person's actual payment rate and the rate contained in the Contractor's response to § 4.4 Tab D, #6[E] and § 4.4 Tab D, #8, plus 5% of this difference as a liquidated damage.

3.7 Contractor Hiring Process and Retention

3.7.1 The DPSCS Contract Manager, DPSCS Director of Mental Health Services, DPSCS Medical Director, and DPSCS Director of Nursing (hereinafter collectively referred to as DPSCS Manager/Director), shall be provided the opportunity to review the credentials and meet with the Contractor's designated Contract Manager, and candidates for all statewide and, if the Contractor proposes to use such positions, regional managers, and statewide and regional mental health professionals, prior to the completion of the hiring process.



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- 3.7.1.1 The Department expects persons in administrative positions to devote sufficient time to complete their associated duties. To the extent the Contractor believes that a particular administrator with valid credentials can both satisfactorily perform his/her administrative duties and perform clinical requirements, with the written permission of the Director of Mental Health Services this individual will be permitted to satisfy clinical hour requirements. However, this permission to allow appropriately credentialed administrators to also perform clinical duties may be rescinded by the Director of Mental Health Services any time it is perceived that either administrative or clinical activities are not being properly performed due to the attempt by any individual to perform dual administrative and clinical roles.
- 3.7.1.2 As per § 3.6.3.1, any person offered as the Statewide Mental Health Director, must be a physician (MD) licensed in Maryland and the Statewide Nursing Director must have at least a Master's Degree. Any person offered as a Regional Mental Health Director must be a minimum of a Master's Degree Licensed Mental Health Professional. Any Regional Nursing Director must have at least a Bachelor's Degree. However, individuals meeting these required educational levels still may not be accepted for a given offered position.
- 3.7.2 The Lead Mental Health Staff for the institution(s) or SDA and Area Contract Operations Managers (ACOMS) shall be provided the opportunity to review the credentials and, if desired, to meet with candidates for Psychiatrist, Psychiatric Nurse, Psychiatric Nurse Practitioner or Psychiatric Physician's Assistant. The Lead Mental Health Staff and/or ACOMs will provide input to the Director of Mental Health Services on their findings. The Director of Mental Health Services, after consultation, may recommend to the Contract Manager that the individual not be hired for these most visible and vital positions in the facilities.
- 3.7.3 The Contractor may **not** hire statewide and, if the Contractor proposes to use such positions, regional mental health managers without the prior approval of Director of Mental Health Services.
- 3.7.4 However, if Staff is hired without the approval of the Director of Mental Health Services the Department reserves the right to exclude staff from the institution and to consider the absence a failure to provide staff in accordance with the core staffing schedule and/or the staffing proposed by the Contractor if determined that an individual's performance is less than what is considered to be necessary to meet the job requirements and position description for that job, regardless of staff level or length of service.
- 3.7.4.1 In the event the Contractor is directed by the DPSCS Manager/Director (See § 3.7.1) to replace Staff originally hired as a Key Personnel (See § 1.2.45) under the contract, the Contractor may request approval from the appropriate DPSCS Manager/Director to keep that Staff person employed under the contract, but placed in a lower level position. The DPSCS Manager/Director will provide approval/disapproval of said request within 5 days.



- 3.7.5 The Contractor will provide a regular monthly report to the Director for Mental Health Services of all vacancies, recruitment efforts, and proposed new hires by position and vacancy/start date, as applicable. Additionally, the Contractor shall submit any and all materials requested by the Department for review when making qualification decisions, including a signed application for employment.

3.8 Contractor Staff Credentials

- 3.8.1 The Contractor and any subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations required by the various Health Occupations Boards relating to the performance discipline contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code to provide those services in Maryland.
- 3.8.2 The Contractor shall implement the use of a web-based document management solution that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's staff credentials and in the form and format as required by the Department Contract Manager and with searchable, secure (password protected) read-only access by internet or LAN connection by ACOMS and other appropriate Department personnel. At a minimum, the system shall:
- (1) Maintain current policies and procedures that define the credentialing;
 - (2) Maintain all credentialing related documents electronically and submit these via email or facsimile to the Department as directed;
 - (3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
 - (a) Prior to the performance of any services under the Contract, and
 - (b) Within one month after the renewal date of the credential.
- 3.8.3 The Contractor shall assemble, if applicable, by licensure requirements and have accessible on site and available for review by the Department's Director of Mental Health Services, credentialing information that includes, at a minimum, for the Mental Health Professionals identified in Section 1.2.56:
- (1) Signed application and required background check (criminal history check);
 - (2) Verification of education, training, and work history;
 - (3) Verified professional references;
 - (4) Malpractice claims history (if applicable);
 - (5) Results of a national practitioner data bank query;
 - (6) Current license to practice (if applicable);
 - (7) Board or specialty certification;
 - (8) DEA and Controlled Dangerous Substances certificate(s) (if applicable);
 - (9) Evidence of review of health status and present illicit drug non-use;
 - (10) CPR/AED certification which may include electronic certification; and



- 3.8.4 The Contractor shall have available at all times complete and up-to-date credential folders that contain the items required for the Contractor's employees for all Mental Health Professionals employed by a subcontractor.

3.9 Contractor Staff Screening Process

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

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

3.10 Staff Orientation and Training

3.10.1 The Contractor shall:

3.10.1.1 Within no more than thirty (30) days after Contract Commencement, develop and maintain a present/past Contractor employee(s) training database made accessible via secure (password protected) internet or LAN connection with searchable, read-only access by the DPSCS Contract Manager, Director of Mental Health Services, Medical Director and DON, ACOMS, internal and external auditors, and other Department personnel designated by the DPSCS Contract Manager, to include the following:

- 3.10.1.1.1 Logs of staff/employee attendance at Contractor orientation, training and refresher training sessions.



3.10.1.1.2 Logs of staff credentialing/license renewals.

3.10.1.1.3 In-Service Training Schedules

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

3.10.1.1.4 Date of peer review completion.

3.10.1.2 Develop and maintain a comprehensive competency based orientation plan/program for new staff. The orientation program shall include a review of Departmental Policies and Procedures (P & P) and how to access Department P & P manuals, EHR training (See §3.37), HIPAA and Confidentiality training, CPR training, basics of working in a prison setting and a review of the limits of the scope of responsibility, which at a minimum will include the topics listed in Sections 3.10.1.2.5 and 3.10.1.2.6.

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.

3.10.1.2.2 A roster of available mentors and persons assigned to those mentors shall be made available expeditiously upon request of the DPSCS/Manager (See 3.7.1).

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 and 1.2.37), 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)

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

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

- (1). Correctional mental health practice
- (2). Terms of this RFP, and interrelationships with Department non-Custody and Custody staff, and the staff of Other Health Care Contractors
- (3). Working with the Inmate population, boundaries, and potential manipulation
- (4). Working with individuals with serious mental illness
- (5). Suicide prevention



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- (6). Office of Mental Health Services Manual
 - (7). OIHS Policy and Procedure Manual
 - (8). Department Directives
 - (9). Contractor Policies & Procedures
 - (10). Prescribing practices
 - (11). Best practices in provision of mental health care
 - (12). Scope of practice
 - (13). At DPDS, obligations under the DOJ Memorandum of Understanding and the Partial Settlement of *Duvall v O'Malley* (See Attachment H)
 - (14). EHR training as outlined in Section 3.37 of this RFP
 - (15). Prison Rape Elimination Act (PREA)
 - (16). HIPPA compliance and confidentiality
 - (17). Emergency Medication

3.10.1.2.6 At minimum, new hire (within 30 days of hire) and annual training shall be held in each of the following areas:

- (1). Suicide and Dangerousness Risk Evaluation/Intervention
- (2). Documentation
- (3). Managing challenging behaviors
- (4). Best Practices (including assessment of psycho-pharmacy practices)
- (5). Segregation Rounds Evaluation and Intervention

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

3.10.1.4 Implement refresher training on any revisions to directives, manuals, policies, protocols, and procedures and institute a program of annual refresher training. Logs of attendance shall be available for the DPSCS Contract Manager to review within thirty (30) days of the event occurrence. (See 3.10.1.1)

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

3.10.1.5 Permit Department staff and Other Healthcare Contractors' Staff to attend its non-Contractor specific or non-confidential Orientation and In-Service training as space allows.

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



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

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

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

(b) The written request shall include:

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

(c) Submit the request to the appropriate Department manager (Director of Mental Health Services for Psychiatrist, Psychologist, Mental Health Nurse Practitioners, Licensed Mental Health Counselors, DON for Psychiatric Nurse, Registered Nurse and LPNs, and DPSCS Contract Manager for non-Mental Health Professional managers) at least thirty (30) days in advance of the proposed training date. However, special requests submitted with less than thirty (30) days advance notice will be considered for approval.

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

3.10.3 Within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that Area or institution, the Contractor shall require all Staff to participate in mandatory Department:

3.10.3.1 Security orientation and training for up to forty (40) hours within no more than forty (40) days after Contract Commencement for Permanent Employees of the Contractor or subcontractor(s).

On average there are 8–10 slots for training per month; however, if a need arises for an expedited clearance, DPSCS will facilitate the training. If the Contractor has personnel recruited and ready for training, but DPSCS has no training slots available, liquidated damages as described in § 1.33 will not be assessed because the failure to staff a position is not caused by the Contractor.



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- 3.10.3.1.1 Existing staff of the current contractor that will continue employment with the Contractor do not need to repeat the security orientation and training if there is documentation of the person's previous attendance at this training.
- 3.10.3.1.1.1 For any individual re-hired by the Contractor as a permanent employee after a greater than 40 day break in service, the individual may not enter a Department facility and perform any Contract related duty until the individual has retaken the required security orientation and training
- 3.10.3.1.2 For any individual hired by the Contractor as a permanent employee, re-assigned from another Contractor location, etc. more than 40 days after Contract Commencement, including after the full delivery of Inmate Mental Health Care Services commences on or after the Go-Live Date (See 1.4.3), the individual may not enter a Department facility and perform any Contract related duty until the individual has attended the required security orientation and training.
- 3.10.3.2 Refresher training each year within 30 days before or after the anniversary date of the initial training.
- 3.10.4 Document as part of the EHR training for HIPAA compliance of Contractor Staff (and subcontractor Staff) who deliver Inmate mental health services 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 3.10.1.7)
- 3.10.5 Before being permitted to work at any Department facility, any Staff (see 1.2.85) that has not previously received any formal orientation instruction must have a minimum of 30 minutes of basic orientation which consists of security (e.g., emergency plans, Inmate movement, basic rules of the Institution) time keeping, etc. Any facility specific regulations may also be provided by the Institution's Administration as applicable. This requirement specifically applies to any Staff that is a Non-Permanent Employee (see 1.2.95), including Per Diem personnel (see 3.6.1.3), personnel that are employed by the Contractor or a subcontractor, or an individual that acts as a subcontractor, consultant or specialist which have not previously worked On-site, that the Contractor seeks to use to maintain required staffing levels due to Staff absences or vacancies, or for any other On-site purpose.
- 3.10.5.1 The basic orientation training described in 3.10.5 must be taken by Non-Permanent Employees within the first hour of commencement of work activity. Documentation that Non-Permanent Employees have received such training shall be provided as per Section 3.10.4.
- 3.10.5.2 Any Non-Permanent Employee who has not entered a facility for more than 40 days, must repeat the required basic orientation training. In addition, a Non-Permanent Employee entering a facility where he/she has not worked in the past 40 days, will be required to be oriented on the specific regulations of that facility, if any.



3.10.5.3 As per Section 3.16.2.1, the Contractor must provide a finalized version of this Non-Permanent Employee basic orientation training for review and approval.

3.11 Contractor Staff Time Reporting

- 3.11.1 The Contractor shall utilize the Biometric Time Keeping System (System) being supplied by the Medical Contractor to keep track of the time worked of all On-site personnel. This System will be used to generate various staffing and cost reports, including a report that provides hours provided versus hours required for every Mental Health Professional position, by SDA, by the 10th of the month following each service month. Via this System, the Contractor shall record any changes made to Staff schedules or any changes made to employees' time and attendance records to determine abnormal behavior or potential liability issues. Department Managers/Directors (See 3.7.1), ACOMS, the DPSCS Chief Financial Officer, internal and external auditors and other Department personnel as directed by the DPSCS Contract Manager shall have searchable read-only access to the database via secure (password protected) internet or LAN connection (See 3.11.3)
- 3.11.2 The Contractor shall make available all Staff for training on utilizing the Biometric time keeping system.
- 3.11.3 The DPSCS Manager/Director (See 3.7.1) and DPSCS Chief Financial Officer shall:
- 3.11.3.1 Be granted unencumbered secure (password protected) read-only access to the Contractor's electronic timekeeping System for verification purposes; *and*
 - 3.11.3.2 Have the capability to conduct extensive searches on specific individuals listed within the System.
- 3.11.4 The System shall be used to generate monthly reports to be sorted by SDA and profession to obtain the hours required versus the hours provided.
- 3.11.5 All Contractor Staff shall sign and sign out on forms provided by the Department whenever such staff enters or leaves a work site. This sign in and sign out procedure is for the site security purposes and shall not be used to verify hours of work performed.

3.12 Contractor Staff Institutional Access/Security

- 3.12.1 The Department Mental Health Director, the Department's Contract Manager, ACOM, Warden or Warden designee may, for just cause, at his/her sole discretion, remove from or refuse admittance to any Department facility any Staff person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible



for assuring that the services, which the Staff person so removed or denied access was responsible for, are delivered.

- 3.12.2 The Contractor shall abide with Departmental processes for obtaining security clearance for access for each of its Staff.
- 3.12.3 The Contractor's Staff shall know and follow all of the security regulations of the Department and the facilities within each SDA.

Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause of:

1. Replacement of employee(s) from working under this Contract,
2. Replacement of sub-Contractor from working under this Contract and,
3. Under egregious circumstances, replacement of the Contractor.

3.13 Contractor Staff Disciplinary Actions

- 3.13.1 The Contractor is responsible for the actions and/or inactions of all of its Staff providing services under this Contract.
- 3.13.2 The Contractor shall simultaneously inform the Contract Manager and Director of Mental Health Services of all disciplinary actions, within 24 hours of the action, including counseling and legal action, taken against any member of the Contractor's Staff who provides any services required under this Contract. In this context, Staff specifically includes non-Mental Health Professional Staff and personnel in positions of administrative mental health or nursing management. The Contractor shall provide any documentation of the incident requested by the Department's Manager/Director (See 3.7.1)

3.14 Contractor Use of Telephones and Utilities and Minimizing Waste

- 3.14.1 The Department will provide the Contractor's On-site Staff, as necessary, with such On-site telephone services, utilities service and office space as provided to Department employees.
- The Contractor shall have back up cell phones available for infirmary and dispensary staff to use in the event Department phones are not active.
- 3.14.2 The Contractor shall be responsible for the cost of any long distance telephone calls, including those to its own offices. The Contractor shall also encourage its On-site Staff to conserve utilities, and minimize non-biological waste by conserving and recycling.



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- 3.14.3 The Contractor shall have its Staff keep a log of all long distance calls made from Department phones and provide it to the Department Contract Manager monthly (See § 3.20.2). The log shall list the date, time, phone number, name of the party called and name of the person making the call. The Department will determine the cost of such calls and, at the option of the Department Contract Manager, either submit a bill to the Contractor for payment, or deduct the cost of long distance phone service from payments made to the Contractor, via an itemized offset against an invoice.

3.15 Contractor Policies and Procedures

- 3.15.1 The Department must approve the policies and procedures of the Contractor pertaining to the delivery of services under the Contract prior to implementation.
- 3.15.1.1 Draft Policies and Procedures manuals shall be submitted to the DPSCS Directors/Managers electronically no less than thirty-five (35) days after Contract Commencement. The DPSCS Directors/Managers shall have up to fifteen (15) days to review the manuals and provide comments. The Contractor shall notify the DPSCS Directors/Managers, within ten (10) days of receipt of the comments, that the Final Policies and Procedures manuals with the agreed upon corrections are electronically available.
- 3.15.2 The Contractor shall implement the use of a web-based Document Management System (DM System) that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's policies and procedures. This DM System shall be as described in the Contractor's Technical Proposal (See § 4.4, TAB I), subject to any revisions as may be approved by the Department Contract Manager.
- 3.15.2.1 The approved DM System shall be implemented within forty-five (45) days after Contract Commencement.
- 3.15.2.2 The Department Manager/Director (See 3.7.1) and ACOMS shall have secure (password protected) read-only access to the Contractor's web-based policies and procedures DM System via the internet or LAN connection.
- 3.15.3 The Contractor shall ensure that its staff abides by all approved Policy and Procedure Manuals. If there is any conflict between the Contractor's policies and those of the Department, the Department's Policy and Procedure Manuals shall prevail.
- 3.15.4 Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards. The Contractor's policies and procedures shall meet ACA, NCCHC, and MCCS standards and applicable Maryland statutes, regulations, policies and guidelines.
- 3.15.5 Policies and procedures shall be reviewed and updated.



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- 3.15.5.1 The policy/procedure review and updates shall occur at least once in every twelve (12) month period from the “Go Live Date” (See §1.4.3 and 1.2.37). The 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 and 1.2.37).
- 3.15.5.2 A statement signed by the Contractor’s Statewide Mental Health Director in Maryland confirming that such a review has been conducted, along with any revisions, shall be submitted to the Department Contract Manager and Director of Mental Health Services by the scheduled review date. The statement shall specifically note what changes have been made and where the changes may be found in the document.
- 3.15.6 Policies and Procedures shall include, but are not limited to, direction regarding the following:
- (1) Administrative Matters
 - (2) Medical Health Care Delivery
 - (3) Chronic Disease Management
 - (4) Infection Control
 - (5) Infirmary Care
 - (6) Inmate Deaths and Mortality Review
 - (7) Medical Evaluations
 - (8) Medical Records
 - (9) Integration of Pharmacy Services with Pharmacy Contractor
 - a. Non-Formulary Process
 - (10) Sick Call
 - (11) Substance Abuse Management
 - (12) Suicide Prevention
 - (13) Integration of Medical Services with Medical Contractor
 - a. Coordination of Services
 - (14) Continuous Quality Improvement
 - (15) Emergency Care
 - (16) Emergency Management Plans
 - (17) Equipment and Supply Inventory Control
 - (18) Inspection and Repair Plans
 - (19) Health Education Programs
 - (20) Specialty Care
 - (21) Risk Management
 - (22) Utilization and Utilization Review
 - (23) ARP and Grievance Process
 - (24) Withdrawal / Detoxification practices
 - (25) IMMS process
 - (26) Segregation rounds
 - (27) Medication Administration (MA) and MA practices
- 3.15.6.1 The Contractor’s Policies and Procedures must be consistent with Department Policies and Procedures. Current Department Policies and Procedures may be found at the following website:



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

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

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

- 3.16.1 The services provided in programs developed under this RFP shall be delivered in a manner that demonstrates understanding and respect for the diversity of the populations being served. Cultural Competence is the ongoing practice of integrating knowledge, information and data from and about individuals, families, communities and groups to improve the quality and acceptability of mental health care. In addition to cultural considerations such as primary language, ethnicity, age, gender identity, sexual orientation and spiritual practices, Mental Health Professionals need to consider the cultural health and mental health beliefs, values and practices of the people receiving mental health services in a correctional setting. Recognizing recovery from mental illness is unique and individual, adapting approaches and interventions based upon the individual being served is necessary.
- 3.16.2 Within sixty (60) days of Contract Commencement (by the Go Live Date - See § 1.4.3 and 1.2.36) the Contractor shall be responsible for implementing the full terms of the integrated mental health care system described in the RFP and the Contractor's Technical Proposal in coordination with the Department's Mental Health Staff.
- 3.16.2.1 Any aspects of the Contractor's Technical Proposal related to the delivery of Inmate health care that were provided in draft, summarized, or incomplete, illustrative form shall be completed, detailed and finalized and submitted to the DPSCS Contract Manager within thirty (30) days of Contract Commencement, unless a different submission timeframe and/or instruction is provided elsewhere in the RFP. The DPSCS Contract Manager shall have up to ten (10) days to review the Submissions and provide comments. Submission revisions incorporating the DPSCS Contract Manager's comments are due to the DPSCS Contract Manager within five (5) days of receipt of the comments.
- 3.16.3 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 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)

- (2). Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice;
- (3). Standards promulgated by the Maryland Commission on Correctional Standards;
- (4). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Mental Health Services, Office of Program Services, and directives, regulations, and Post Orders of DPSCS or any of the Custody agencies relating to security and employee conduct, as currently existing and as modified throughout the term of the contract;
- (5). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the institution is accredited; and
- (6). Health care standards of the American Correctional Association (ACA), regardless of whether the institution is accredited.

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

3.16.5 The Submission shall acknowledge the responsibility to respond as requested to Custody “Use of Force” and similar incidents to evaluate and treat Inmates and State staff, as necessary. (See § 3.2.11) If a “Use of Force” response is required, the Submission shall also acknowledge the need to document the Mental Health Professional’s actions, consistent with good mental health practice, in the EHR or elsewhere as appropriate.

3.17 Emergency and Critical Incident Response

Emergency situations are defined as situations in which there is imminent danger of severe harm to self, others, or property.



3.17.1 In emergency situations involving Inmates, the Contractor shall provide emergency psychiatric care. Emergency psychiatric care may include talking to the Inmate to de-escalate the situation and/or ordering emergency medication to ensure the safety of the Inmate or others. If emergency medication is administered, the Inmate shall be moved to a location where there are nurses providing 24 hour care.

3.17.2 Following a Critical Incident (See Section 1.2.96), the Contractor shall provide psychiatric support to Inmates, State employees, employees of any On-site Contractor (e.g. Other Healthcare Contractors, food service, drug testing and various maintenance contractors) and visitors. The Mental Health Professional shall provide emergent psychiatric support to State employees, employees of any other On-site Contractors and visitors as appropriate. Providing Critical Incident support does not imply the establishment of a therapeutic relationship; it is simply support and referring the individual for further mental health treatment as appropriate.

3.17.3 All emergencies and Critical Incidents shall be reported as required in Section 3.32.2.

3.18 Delivery of Mental Health Care Services –Psychiatry On Call Coverage

- 3.18.1 The Contractor shall designate an On-call Psychiatrist or Mental Health Nurse Practitioner to deliver On-call coverage whenever a Psychiatrist is not present at an institution. The designated On-call Psychiatrist or Mental Health Nurse Practitioner shall be on call 24 hours per day, seven days per week.
- 3.18.2.1 The On-call Psychiatrist or Mental Health Nurse Practitioner shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller.
- 3.18.2.2 If requested to do so or the situation warrants direct assessment, the On-call Psychiatrist or Mental Health Nurse Practitioner shall report to the institution within one hour after notification. If there is disagreement regarding the need for a face-to-face evaluation, it shall be resolved first by the Contractor's Mental Health Director. If not resolved, the need for a face-to-face evaluation shall be determined by the Department's Director of Mental Health Services.
- 3.18.2.3 Any call to an On-call Psychiatrist or Mental Health Nurse Practitioner shall be documented in the Inmate's EHR. The Psychiatrist or Mental Health Nurse Practitioner shall document all emergency, on-call psychiatry services. The documentor shall take precaution in how this conversation is documented to avoid risk management issues, i.e. documentor shall state facts and offer no opinions regarding response. On-call physicians shall document all encounters, including onsite, remote and after hours consultations in the EHR within 12 hours. If that 12-hour timeframe falls on other than a Business Day the encountered documentation must occur by the close of the next Business Day.



- 3.18.3 The Contractor shall maintain an updated On-call Psychiatrist or Mental Health Nurse Practitioner list to be posted as required in all infirmary, dispensary and sick call areas. This list shall identify the On-call Psychiatrist or Mental Health Nurse Practitioner by name, and include the Psychiatrist or Mental Health Nurse Practitioner's contact phone number(s), and, if applicable, text/email address.
- 3.18.3.1 It is recommended that in addition to the On-call Psychiatrist or Mental Health Nurse Practitioner, that a back-up or secondary On-call Psychiatrist or Mental Health Nurse Practitioner also be identified, with the same contact information as above, in case some unforeseen circumstance precludes the primary On-call Psychiatrist or Mental Health Nurse Practitioner from responding within the timeframe contained in § 3.18.2.

3.19 Work Initiation Conferences / Contract Kick-Off Meetings

- 3.19.1 Within three (3) Business Days of 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 Contractor's Contract implementation actions and status. At a minimum, the Contractor's Contract Manager and Contractor's Statewide Mental Health 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 Y 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 Mental Health 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). 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 Y as Initial Kick-Off Meeting.

3.20 Reports, Meeting Agendas and Minutes

3.20.1 Report Submission Timeframes

If not otherwise specifically address in this RFP:



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

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

3.20.2 **Meeting Agendas**

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

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

3.20.3 **Minutes**

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

3.21 Equipment and Supplies

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. IT-related equipment, such as computers, printers and scanners, are the responsibility of the DPSCS.



3.21.1.1 The current inventory of equipment in place and available is included in (Attachment I).

3.21.1.1.1 At Contract Commencement and Go Live Date (See 1.4.1 and 1.4.3):

- 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.
- The following Mental Health equipment and items are required, at a minimum:
 1. Regional Psychological Evaluation Tests
 2. Software and administrations for scoring of psychological evaluations.

3.21.1.1.2 Written approval of the DPSCS Contract Manager is required for any equipment the Contractor wishes to purchase, if (a) installation is required, (b) substantive use of electricity or space is required or (c) the equipment is Information Technology (IT)-related

3.21.1.2 The Contractor shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, as directed or approved by the ACOM, or for a single piece of equipment or furniture replacement greater than \$500, the Department Contract Manager.

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

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

3.21.1.4 For the IMHTUs identified in Section 3.25.1, the Contractor is responsible for 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 within the IMHTUs, as well as emergency carts for responding to crises throughout the IMHTUs 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

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; 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 DPSCS 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.

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

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

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

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

3.21.5 The following record information shall be provided to the Medical Contractor:

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

3.21.5.1 The Contractor is responsible for reporting to the Medical Contractor any transfer (from and to any Institution) of equipment and shall include the record information listed in Section 3.21.5(1-7) within 5 Business Days of any such equipment transfer. The Contractor and Medical Contractor shall sign off on any transfer of equipment and remove from or add to the physical inventory report as appropriate.

3.21.5.1.1 The maintenance and repair of all equipment being used by Contractor Staff for the performance of this Contract shall be reported to the Medical Contractor so that it can be included in the Medical Contractor’s consolidated inventory database.



3.21.5.2 The Contractor shall fully cooperate with personnel of the Department and the Medical Contractor in the completion of these equipment inventories:

1. A complete physical inventory within 20 days of the current contract's expiration date containing the signature approval of the Current/Incumbent Contractor, Awarded Contractor, Medical Contractor Inventory Staff and DPSCS Contract Manager.
2. Within the last thirty (30) days of Contract Years 1, 2, 3 and 4, due no later than 6/30. The annual inventory report shall include a completed and signed DPSCS Property Form by each facility's property officer.
3. Within 20 days of the end of the Contract, even if an incumbent being is re-awarded the contract, but this time in the capacity of the current Contractor.

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

3.22 Delivery of Mental Health Care Services - General

3.22.1 The Department utilizes three levels of severity to describe the Inmate Mental Health population. These levels are:

1. Serious Mental Illness (SMI) (See Definition 1.2.78);
2. Mental Illness (MI) (See Definition 1.2.57); and
3. Mental Health (MH) (See Definition 1.2.54).

3.22.1.1 The Contractor shall primarily provide services to Inmate with SMI and MI diagnosis. The Contractor shall provide services to Inmates with Mental Health (MH) diagnosis upon request of Department Mental Health Staff.

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

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



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- 3.22.4 Of the Department’s Inmate population, approximately 4000 have at least one Diagnostic & Statistical Manual – Volume 4 TR (DSM-IV) diagnosable mental illness. Of the 4000, approximately 280 experience Serious Mental Illnesses (SMI) including severe personality disorders.
- 3.22.5 The Contractor shall deliver mental health services in accordance with the schedule of services set forth below:
- 3.22.5.1 Provide outpatient services based upon a five (5) day workweek for fifty-two (52) weeks per year. Based upon the needs of the institution and availability of treatment space, this schedule may or may not correspond to Monday through Friday and daytime hours.
 - 3.22.5.2 Provide services seven (7) days per week and twenty-four (24) hours per day including State observed holidays at BCBIC and MCI-W.
 - 3.22.5.3 For MRDCC and MCAC, provide Intake services On-site seven (7)-days a week, typically for only one shift (i.e eight (8) hours a day). As specifically requested by the Regional Assistant Director of Mental Health Services or ACOM, the Contractor shall provide intake services On-site at MRDCC and MCAC at times other than the regularly scheduled shift.
 - 3.22.5.4 Provide “On-Call” services seven (7) days per week and twenty-four (24) hours per day including State observed holidays. See §§ 1.2.65 and 3.18.
 - 3.22.5.5 Provide mental health consultation services to Inmates on referral from the Medical Contractor, including Inmates admitted to the institutional infirmaries.
 - 3.22.5.6 Assist in the Inmate’s transition to the community including the development and monitoring of necessary tracking systems for release dates and ongoing needs.
 - 3.22.5.7 Make specialty care referrals (special housing, acute care, certification to the Maryland Department of Health and Mental Hygiene (DHMH)) as needed. Additionally, make referrals to the Medical Contractor for any somatic problem. These referrals will be consistent with Department Policy.
 - 3.22.5.7.1 Off-site care including acute hospitalization and/or emergency room treatment and associated costs are the responsibility of the Medical Contractor.
 - 3.22.5.7.2 The Contractor shall implement a system of internal utilization management to monitor the referral to specialty care and Off-Site inpatient mental health hospital utilization when the need for services is generated by the Contractor’s staff.
 - 3.22.5.7.3 Specialty care may include certification of an Inmate to the DHMH where treatment and/or management of the Inmate is beyond the ability of the Contractor and/or Department to manage or deliver. Such certification shall occur only with the knowledge and approval of the Director of Mental Health Services.



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- 3.22.6 Appropriate records shall be maintained in the patient's EHR of all patient interaction and events.
- 3.22.7 The Contractor shall be responsible for all costs related to laboratory blood tests ordered by Mental Health Professionals, including blood draws, lab tests and lab results completed for mental health reasons.
- 3.22.7.1 The Contractor shall employ adequate lab services that have the capability to transfer lab results electronically to the EHR via a direct interface within 24 hours of the lab results.
- 3.22.7.2 Laboratory services shall include daily pick up of specimens, provisions for stat services, and delivery of result reports. The communication of results shall be via an interface with the Department's EHR system (NextGen as of Contract Commencement and any EHR system that succeeds NextGen). The Contractor may utilize the Medical Contractor's Laboratory or it may establish a relationship with the Laboratory of its choosing.
- 3.22.7.3 The Contractor shall ensure that the contracted laboratory has a quality improvement plan, which includes equipment calibration and check of reagents for viability and expiration.
- 3.22.7.4 A Mental Health Professional shall review all laboratory results within 48 hours after receipt of test results to assess the follow-up care indicated, and screen for discrepancies between the clinical observations and laboratory results. Documentation of the review of the tests will be done in the EHR. A Mental Health Professional will review the results of the tests with the Detainee/Arrestee. Laboratory testing with routine results shall be shared with the Inmate within fourteen (14) Business Days (See § 1.2.11) of receipt of those results. Laboratory testing with critical results shall be shared with the Inmate within two (2) days of receipt of those results. The results of the diagnostic testing must be documented in the EHR within forty-eight (48) hours of receipt of the results. The Contractor shall ensure that all STAT laboratory results shall be received within four hours of the draw by a nurse or higher, with the exception of tests that can't be completed within that timeframe, such as cultures.

The On-Call Psychiatrist or Mental Health Nurse Practitioner on call shall be notified Immediately of all STAT reports. All laboratory results shall be entered in the appropriate EHR template within forty-eight (48) hours of receipt. No lab result shall be filed without verification of a review by a Mental Health Professional that contains an initialed date and time indication on the form. Validation of all lab reviews in EHR by the Mental Health Professional shall be done for all electronic as well as paper lab results received.

- 3.22.7.5 All laboratory Critical Results shall be brought to the attention of the Statewide Mental Health Director the same day the results are received. If the Contractor's Statewide Mental Health Director is absent the results shall be brought to the attention of the On-call Psychiatrist or Mental Health Nurse Practitioner for that facility. Upon receipt, the Mental Health Professional shall review and make a notation in the EHR regarding those Critical Results and the plan for care subsequent to the results. Inmates shall be scheduled to review laboratory Critical Results with a Mental Health Professional within two (2) days of receipt of those results.



- 3.22.7.6 A lab tracking report in the EHR shall be initiated that sets forth:
- (1). Date of order
 - (2). Date test drawn
 - (3). Date results received
 - (4). Date results reviewed by Clinician
 - (5). Date lab review documented in the EHR
- 3.22.7.7 The Contractor shall audit the lab tracking report in the Baltimore Pre-trial region on a monthly basis in accordance with the DuVal v. O'Malley agreement, and shall submit to the DPSCS ACOM proof the audit was completed by the 10th of every month in the form and format as required. (See Attachment H).

3.23 Delivery of Mental Health Care Services – On-site Outpatient Care

- 3.23.1 On-site Outpatient Care shall include Sick Call (both for Routine and Urgent Conditions (See 1.2.77 and 1.2.92)) and Chronic Care Clinics as well as coordinated multidisciplinary treatment planning. On-site Outpatient Care also includes crisis intervention and management in the course of mental health emergencies. For the purposes of this Mental Health Contract, the Staff of the Medical Contractor will receive and review all sick call slips to determine any Inmates that should be seen by State Mental Health Staff or a Mental Health Professional. Upon receipt of a Sick Call referral from the Medical Contractor, a Chief Psychologist (See §1.2.13) or Lead Mental Health Staff (See §1.2.46) will review all such Sick Call referrals to determine if the Inmate shall be seen by the State Mental Health Staff or the Contractor's Staff.
- 3.23.2 As part of its Mental health outpatient clinics the Contractor will be responsible for:
- (1). response to referrals,
 - (2). chronic care clinics, and
 - (3). Special confinement rounds.
- 3.23.3 Referrals and sick call requests shall be triaged daily by a Chief Psychologist or Lead Mental Health Staff and if determined appropriate to receive services from a Contractor Mental Health Professional handled as described below. Special Confinement (segregation) Populations (See 1.2.83) shall be triaged and served equivalent to the sick call and chronic care services provided to general population Inmates. No Inmate shall wait more than 14 days from the receipt of Referrals or sick call requests from a Chief Psychologist or Lead Mental Health Staff for routine scheduling of a Referral.
- 3.23.3.1 An Immediate Referral to a Contractor Mental Health Professional on site or on-call shall occur in response to those sick call slips asserting a psychiatric or mental health complaint considered by a Chief Psychologist or Lead Mental Health Staff to be an emergency or time-sensitive issue.



A response shall occur within no more than two (2) hours for an Emergent Condition (See 1.2.35) and twenty four (24) hours for an Urgent Condition (See 1.2.92).

3.23.3.2 In addition to the above sick call requirements, the O'Malley Consent Decree (See Attachment H) requires the following additional requirements for Inmates housed at DPDS:

Inmates who have submitted a sick call request shall be seen within 48 hours if submitted Sunday through Thursday, or 72 hours if submitted on Friday, Saturday or a holiday.

3.23.3.3 Sick call clinics are to be held on regular dates and schedules. The Contractor shall provide sick call clinics five days a week and each sick call clinic shall continue until it is completed (i.e., when each Inmate scheduled to be seen during that sick call and who shows up for the appointment has been seen).

3.23.3.3.1 Fixed clinic times and locations shall be provided no later than one week prior to the onset of a calendar month to include the staffing schedule for these clinics to the ACOM assigned to the SDA, the Chief Psychologist/Lead Mental Health Staff of the institution where the clinic is to be held and to the designated Custody officials (usually transportation) for that SDA. Monthly staffing schedules shall be provided using a web-based scheduling software application that can be centrally accessed from any browser of appropriate Department personnel.

3.23.3.4 Sick call clinics may not be cancelled without the specific written consent of the Regional Director of Mental Health Services and the ACOM. All documentations of sick call clinic encounters shall be made the same day, which should include documentation of missed appointments and refusals. As required by DPSCS Refusal for Treatment Policy, Inmates must sign the refusal, or if the Inmate refuses to sign the refusal, two (2) Healthcare Staff (Health care related Staff of the Contractor, Other Health Care Contractors or the Department, (but not Custody) must witness and sign the Inmate's refusal. In addition, as per DPSCS Sick Call Policy, for a missed appointment documentation of the missed appointment shall be entered in the EHR. Please note, as per this Sick Call Policy, any Inmate that chooses not to keep his/her appointment must be brought to the sick call location to sign the refusal form.

3.23.3.5 The Contractor shall maintain an electronic log of all sick call slips and referrals by a Chief Psychologist or Lead Mental Health Staff.

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

- (1). Inmate name and number
- (2). Date sick call slip was submitted
- (3). Nature of complaint
- (4). Triage decision



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- (5). Date and time of triage decision
 - (6). Name and credentials (title) of person making the triage decision
 - (7). Date scheduled to be seen, or
 - (8). Date of referral to Mental Health Professional, including provider discipline (psychiatry, psychology, social work, mental health counselor and psychiatric RN).
 - (9). Disposition

3.23.4 Mental Health Chronic Care Clinic (CCC)

3.23.4.1 The Contractor shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled.

3.23.4.2 The Contractor shall develop and maintain a mental health chronic care clinic database as required by the DPSCS Director of Mental Health Services. The database shall only be maintained for those Inmates currently enrolled in a Mental Health Chronic Care Clinic. The database shall include, at a minimum the following data elements:

- a. Service Delivery Area
- b. Facility
- c. Inmate Name (Last, First, Middle)
- d. Inmate Number
- e. Diagnosis #1
- f. Diagnosis #2
- g. Diagnosis #3
- h. Date of enrollment in Mental Health CCC
- i. Date of last Mental Health CCC attendance
- j. Date of next Mental Health CCC due
- k. Date actually seen in the Mental Health Chronic Care Clinic
- l. Date of last attendance for medication management

This database shall be maintained on the Contractor's system, but must be transferred to a successor vendor. (See § 3.47.1.3) The Department Contract Manager shall receive a monthly report of chronic care clinic attendance and enrollees.

3.23.4.3 Chronic care patients shall be seen at a minimum of every 90 days by the Contractor's Psychiatrists or Mental Health Nurse Practitioners.

3.23.4.4 The Contractor shall provide monthly psycho-education groups for the Seriously Mentally Ill Inmates on the management of their medications.

3.23.5 The Psychiatric Nurses shall conduct weekly Special Confinement rounds to determine the mental health needs of Inmates placed in Special Confinement. Special Confinement rounds shall include face to face and verbal contact with each Inmate housed in Special Confinement and include verbal inquiry as to the Inmate's mental status. Special Confinement contacts



resulting in the need for a mental health referral or other intervention shall be documented in the EHR as follows:

- (1). Include a disposition related to the Inmate's complaints and the name and title of the employee making the rounds;
- (2). Note that visual and verbal contact did occur and include any observations resulting from that visual or verbal contact;
- (3). Include a comment section that relates information on referrals for medical or dental needs described and the date that information is relayed to that specialty.
- (4). Include all positives finding, i.e., complaints regarding medical needs.
- (5). A log of all segregation rounds shall be maintained in a format approved by the DPSCS Director of Nursing that will include all persons during those rounds. Visits to Inmates without mental health complaints shall appear on this log but additional EHR documentation on these Inmates is unnecessary.

3.23.5.1 Any referrals received from the Medical Contractor's Special Confinement rounds regarding mental health issues shall be addressed within the time frame identified in Section 3.23.3. Any resulting examination and treatment shall be referred to the Clinician for evaluation and treatment consistent with DPSCS sick call policy.

3.23.5.2 Within seven (7) days after an Inmate is placed in Special Confinement, a suicide Assessment shall be performed by a psychiatric nurse or higher. The results of this suicide Assessment shall be Immediately entered into the EHR. If this Assessment indicates an elevated risk of suicide, the Contractor shall take all appropriate treatment measures and shall Immediately notify the appropriate State mental health staff and Custody at the facility and follow the policy and procedures of the DPSCS Suicide Manual.

3.24 Delivery of Mental Health Care Services – Intake and Reception

3.24.1 The Mental Health Professional shall receive referrals from the Medical Contractor's Intake Medical and Mental Health Screening (IMMS) process. The IMMS will identify three (3) levels of mental health referral and a Mental Health Professional will respond to referrals as indicated. The three levels of referral are:

- (1) Emergent (See 1.2.35)
- (2) Urgent (See 1.2.92)
- (3) Routine (See 1.2.77)

3.24.1.1 Sufficient Staff shall be provided to avoid any backup of the Intake process due to waiting for mental health screening. The screening shall include a determination of the level of observation and housing necessary for the Inmate and shall include a referral for further treatment and evaluation if necessary.



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- 3.24.1.2 Inmates returning to the Department through an institution other than an Intake facility (as a result of return from escape, parole retake, etc.) during off-hours or on a weekend or holiday shall be evaluated in the same manner through the use of the “On-call” Psychiatrist (See 3.18).
- 3.24.1.3 A Mental Health Professional is responsible for prescribing and reordering psychiatric medications. The Mental Health Professional shall ensure coordination with the Medical Contractor for the continuation of any Inmate’s need for psychiatric medications.
- 3.24.2 All new admissions within twenty four (24) hours of entering any DPSCS facility from the community or another correctional system, whether as a new admission, a parole/probation violator or an escapee, shall receive a suicide/homicide risk assessment screening by a Mental Health Professional. The Assessment must Immediately be entered into the Inmate’s EHR.
- 3.24.2.1 This screening shall assess suicidal or homicidal ideation, Acute or Sub-acute Mental Illness or other mental health issues that require an increased level of care or observation.
- 3.24.2.2 This screening shall identify if the individual screened appears to meet the criteria for Seriously Mentally Ill as defined by the Department (See 1.2.78).
- 3.24.2.3 Mental Health Professionals shall be responsible for the appropriate referral of Inmates in Acute need or crisis to the appropriate level of care and for insuring adequate observation is available while an Inmate is being transferred to that level of care.
- 3.24.2.4 The Contractor shall adhere to the requirements of the “Suicide Prevention Manual” found in Attachment S. Also, see Section 3.35.
- 3.24.2.4.1 Within 24-hours of any suicide related action by an Inmate (ideation, gesture, attempt or completion), the Contractor shall report to the Director of Mental Health Services using the form(s) found in the Suicide Prevention Manual as directed in Attachment S.
- 3.24.3 A Mental Health Seven (7) Day Intake Exam shall be conducted by a Mental Health Professional for all Inmates, including parole violators and escapees, within seven (7) days of the Inmate’s entrance into any DPSCS facility from any source. The Seven (7) Day Intake Exam must Immediately be entered into the Inmate’s EHR.
- 3.24.3.1 The Contractor shall refer in a timely manner, any Inmate who has a positive response on a Mental Health Intake Assessment Form to the Department’s Mental Health Staff for consideration for referral to the Department’s Assessment Unit located at Patuxent.
- 3.24.3.2 The Contractor shall submit a monthly Mental Health 7-Day Intake Report to the Department’s Director of Mental Health Services. See Section 3.20.1
- 3.24.4 The Courts in the City of Baltimore sentence some offenders to a weekend or weekend(s) of confinement at Central Booking, in certain circumstances. The number of such “weekenders”



averages between 5 and 10 per weekend. These weekender offenders are usually healthy individuals who maintain full-time employment during the week. The Contractor must provide a suicide screening for these individuals within two hours of entry into a facility, and respond to any emergency psychiatric situation involving a weekender. The Contractor will only have to conduct one suicide screening for individuals sentenced to serve multiple weekend confinements.

3.25 Delivery of Mental Health Care Services – Inpatient Mental Health Treatment Units (IMHTU)

3.25.1 The Department has the following Inpatient Mental Health Treatment units at:

- Correctional Mental Health Center at Jessup (CMHC-J) for approximately 190 male beds located in Patuxent,
- MCI-W for approximately 10 female beds
- Inmate Mental Health Unit (IMHU) for approximately 38 male beds located at DPDS/MDC
- DPDS/WDC for approximately 12 female beds

3.25.2 Upon referral of any Inmate by the Departmental or Contractor's Mental Health Staff, the Inmate shall be admitted for mental health evaluations in the Inpatient Mental Health Treatment Unit. The Contractor will have up to 72 hours to evaluate the appropriateness of the referral. If admission to the IMHTU is not indicated after a comprehensive and documented evaluation, the Contractor's staff shall document this information in the Inmate's EHR along with a recommended plan for after-care to the Department's mental health staff of the Inmate's home institution. The Contractor shall provide the Inmate's home institution and Department's mental health staff 24 hours notice of impending discharge from the Inpatient Mental Health Treatment Unit. The Contractor's On-call Psychiatrist for the home institution shall be notified by the Contractor's Inpatient Mental Health Treatment Unit mental health Staff of the discharge from the unit. Upon return to the home institution, the Contractor's On-call Psychiatrist shall place the Inmate on Special Confinement until the Department's mental health Staff can evaluate for placement. In the event that there are no available beds in the appropriate Inpatient Mental Health Treatment Unit to accommodate a new admission for evaluation, the Contractor shall refer the situation to the Department's Director of Mental Health Services for direction.

- 3.25.2.1 When an Inmate who requires inpatient mental health treatment cannot be placed in an Inpatient Mental Health Treatment Unit due to medical co-morbidities, the Contractor's psychiatrist shall have contact with this Inmate in the medical infirmary on a daily basis.
- 3.25.2.2 Upon admission to the IMHTU, the Contractor shall document admission evaluations in the Inmate's EHR within 24 hours of admission.
- 3.25.2.3 Each Inmate/detainee treated in the IMHTU shall have an individualized treatment plan prepared and documented in EHR.



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- 3.25.2.4 The Contractor shall insure that all Inmates admitted to any IMHTU are Immediately referred to the Medical Contractor for medical consultation and ongoing medical management as required.
- 3.25.2.5 The Inmates on any Inpatient Mental Health Treatment Unit are to receive daily contact with a psychiatric RN, mental health counselor, a psychiatrist or psychiatric NP. A Psychiatrist or a Psychiatric NP shall have weekly contact with the IMHTU. The Contractor shall maintain an IMHTU contact log which shall contain entries of all contact made by a Mental Health Professional with any Inmate in an IMHTU. All entries shall be recorded Immediately. The Contractor shall provide searchable, read-only access to this contact log via secure (password protected) internet or LAN connection. Such access must be provided to the Department Directors of Mental Health Services, Medical Services and Nursing Service and the Contract Manager and their designees in the format as required by the Director of Mental Health Services. The Contractor shall also document all encounters in the Inmate's EHR.
- 3.25.2.6 All discharges from the Inpatient Mental Health Treatment Units are to be coordinated with the Department's mental health staff of the Inmate's home institution. Discharge summaries shall be entered in the Inmate's EHR prior to discharge from the unit. The Contractor shall schedule and conduct a bi-weekly (every other week) discharge teleconference that will require a Department representative from each institution.
- 3.25.3 The Contractor shall provide services at CMHC-J that address continuum of care for the following intensity of care categories:
- (1). Acute (Inmates exhibiting actions that are dangerous to self or others),
 - (2). Sub-Acute (Inmates not overtly evidencing ideation or actions suggesting harm to self or others; however, the potential for harm is still significantly present),
 - (3). Short Term Residential Treatment (Inmates not evidencing conditions that fall into the Acute or Sub-acute continuum but which are anticipated to require further treatment in a therapeutic environment of twelve months or less in order to be released to the general population), and
 - (4). Long Term Residential Treatment (Inmates who demonstrate the same conditions as those in the short term residential category, but for whom the need for therapeutic care is anticipated to persist for more than twelve months).
- 3.25.3.1 The mental health services at CMHC-J shall include all of the continuum of care categories: Acute, Sub-acute, Short Term Residential and Long Term Residential units. Approximately 22 beds will be devoted to Acute Care Inmates, 45 beds to Sub-Acute Inmates, 78 beds to Short Term Residential Inmates, and 45 beds to Long Term Residential Inmates.
- 3.25.4 The Contractor shall deliver psychiatry services to a 64 bed State run mental health Step Down/ Transition Unit (32 beds for each of the Step Down and Transition functions)_run by State



Mental Health Professionals at Patuxent. The Contractor's responsibility in this regard shall consist of seeing each Inmate at a minimum of every 90 days (as per 3.23.4.3) and responding to referrals from State Staff as per Sections 3.22.1.1 and 3.22.3.

3.25.5 There is a state employed psychiatrist located at Patuxent who provides psychiatric services to two programs run by Patuxent, the Eligible Persons Program and the Youthful Offender Program. The Contractor will not have any responsibilities in these two Patuxent programs.

3.26 Medication

3.26.1 The Contractor shall be responsible for:

- (1). Entering all medication orders correctly into the EHR;
- (2). If there is no link between EHR and the Pharmacy, the Contractor will work with the Medical and Pharmacy Contractors to establish a paper process to ensure orders are processed via fax.
- (3). Ensuring that only formulary medications are ordered unless proper procedures are followed and approvals obtained for non-formulary medications (See Section 3.26.1.2);
- (4). Appropriately documenting medication prescribing and monitoring.

3.26.1.1 Specifically at IMHU, Inpatient Mental Health Treatment Units and Patuxent mental health units:

- (1). Receive medication shipments from the Pharmacy Contractor and verifying the shipment against the order through use of bar code scanners to be provided by the Pharmacy Provider, including replacement as necessary due to normal wear and tear. However, the Contractor must reimburse the Pharmacy Contractor for the expense of any bar code scanner that must be replaced due to actions or inactions by Contractor Staff, including lost or damaged scanners;
- (2). Provide the Department with all inventory / shipment verification information relating to medications.
- (3). Properly storing all medications upon receipt and thereafter;
- (4). Promptly making shipments available for administration;
- (5). Maintaining supplies of stock medications in cooperation with the Pharmacy Contractor and as approved by the DPSCS Medical Director and DPSCS Director of Nursing; (See § 3.26.5)
- (6). Administering medications as directed and in the appropriate manner in accordance with the Department's Pharmacy Manual regarding Medication Administration and Watch Take medications;
- (7). All other medications will be administered to Inmates in accordance with written orders from appropriate Mental Health Professionals, which may include KOP (Keep on Person) (See § 3.26.6.3), BID (medication taken twice a day) and any other specific written instructions of appropriate Mental Health Professionals;



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- (8) Appropriately documenting medication administration;
 - (9) Tracking usage of stock medications;
 - (10) Inspecting and auditing for expired drugs. Any expired drug identified through such inspection or audit shall be removed and returned to the Pharmacy Contractor with the resultant report forward to the DPSCS ACOM for that Service Delivery Area and the Pharmacy Contractor;
 - (11) Ensuring that non-narcotic drugs are stored in a Medication Room (See § 1.2.53) in an Infirmary or Dispensary in a single locked medication cart; and
 - (12) Ensuring that narcotic and methadone storage requirements (e.g., double locks, accurate counts with Custody and Contractor, Federal Drug Enforcement Administration (DEA) accepted forms of documentation for receipt and use of narcotics) are met. In addition, that proper logs are maintained and narcotics logs are updated for each dose administered consistent with the requirements of the Maryland Board of Pharmacy, the Alcohol and Drug Administration of the Department of Health and Mental Hygiene, DEA and State and federal agencies governing their usage.

3.26.1.2 Approval for the use of non-formulary medications shall be in consultation with the Pharmacy Contractor's Clinical Pharm D. Recommendations of the Pharmacy Contractor regarding an alternative pharmaceutical agent or combination of medications must be followed. Any appeals by the Contractor will first be reviewed by the Contractor's Statewide Mental Health Director with the Pharmacy Contractor and if the appeal is supported by the Contractor's Statewide Mental Health Director, it will proceed to the Department Medical Director and the Contractor's Statewide Mental Health Director for final disposition. Decisions of the Department Medical Director shall be final.

3.26.2 A Mental Health Professional shall work with the Medical Contractor to ensure the controlled and timely distribution of prescribed psychiatric medications and timely attention to the medical concerns of Inmates with mental illness. When the Mental Health and Medical Contractors are unable to effectively and timely resolve identified issues regarding the provision of medications or the management of health care needs, these issues will be brought to the attention of both the Director of Mental Health Services and the Medical Director for the Department.

3.26.3 The Contractor shall also provide mental health nursing staff to administer medication to all Inmates in designated Inpatient Mental Health Treatment Units, 64-bed Assessment and 128-bed Step-down/Transition units at Patuxent, including all somatic (insulin injection, hepatitis injections as indicated, etc) and psychotropic medications. The Contractor's psychiatrists, in consultation with the Pharmacy Contractor's clinical PharmD, shall conduct a medication review at a minimum of every 30 days. The review shall be documented in the Inmate's EHR.

3.26.4 In any circumstance when the Contractor's Mental Health Professionals did not place medication orders in a timely manner, the Contractor shall take all necessary means to obtain and administer the necessary medication 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.

- 3.26.5 Where available, stock medication may be utilized to fill STAT orders for medication until prescribed medication arrives. Stock medication may only be utilized consistent with Department policies and procedures.
- 3.26.6 For IMHU, IMHTU and Patuxent mental health units, the Contractor's Mental Health Professionals shall record the actual time of medication(s) administration on a Department approved Medication Administration Record (MAR) (See § 1.2.51), including eMAR, when implemented. Medications not given are to be documented according to Department policy on that same record with a reason given for the non-delivery and an identification of the nurse not administering the medication.
- 3.26.6.1 Medication administration will be conducted by LPN's or higher level of licensed personnel. LPNs will have direct oversight by a registered nurse or higher who will be held accountable for the LPN's efficacy.
- 3.26.6.2 No change in the format for medication administration will be permitted without the written permission of the DPSCS Medical Director, DPSCS Director of Nursing and ACOM for the SDA on behalf of the Office of Programs and Services. This includes but is not limited to:
- (1). Changes in the location of where medications are dispensed.
 - (2). Verification processes relating to the EHR ensuring that the right medication is dispensed to the right person.
 - (3). Watch Take medication (W/T) processes, also known as Direct Observation Therapy (DOT), to ensure that the Inmate/detainee be seen swallowing/injecting or applying the medication before moving to the next Inmate/detainee.
- 3.26.6.3 Keep On Person (KOP) medications may not be initiated unless consistent with the Department's KOP Policy, which includes:
- (1). The Mental Health Professional has determined that KOP was appropriate by evaluation and evidenced that determination in the EHR;
 - (2). The medication has been approved as KOP by the DPSCS Medical Director in collaboration with the Statewide and/or Regional Pharmacy and Therapeutics (P&T) Committees;
 - (3). The Inmate has been educated on the process of taking his or her medication and how to get refills and provided a written copy of the signed agreement required to participate in KOP. The original of this agreement shall be placed in the Inmate's medical record;
 - (4). The Inmate signs an acknowledgment of receipt of a specific number of pills/ointment/creams on a specific date; and
 - (5). The nurse or designee (as permitted by licensure) signs to acknowledge that the medication was administered to the Inmate.



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

3.27 Use of Telemedicine for Mental Health Services

3.27.1 The Contractor shall utilize the Department's existing telemedicine equipment as appropriate. The Contractor shall coordinate with the Department's IT Division regarding usage of the telemedicine equipment.

3.27.2 The Contractor shall document in the inmate's EHR, any mental health encounters conducted via telemedicine. In addition, 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 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;
- (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.

3.28 Transfer, Discharge and Release

The following requirements/activities apply to Inmate under care for mental illness:

3.28.1 Transfer

The Contractor shall:

3.28.1.1 Ensure that an Inmate is seen as soon as practicable, but in no instance longer than seven (7) days, following transfer from one institution to another, to ensure stability and continued availability of medication.

3.28.1.1.1 Triage all incoming transfers of Inmates who are under care for Mental Illness and schedule the Inmate with the Psychiatrist accordingly.



3.28.2 Discharge

The Contractor Shall:

- 3.28.2.1 complete an Inmate transfer screening form in EHR for Inmates that are discharged from an Inpatient Mental Health Treatment Unit to any Facility.
- 3.28.2.2 participate with the State Psychology staff in a discharge planning meeting prior to an Inmate's discharge from an Inpatient Mental Health Treatment Unit.

3.28.3 Release

The Contractor shall:

- 3.28.3.1 At least nine months prior to an Inmate's release, initiate a review for the need of community services and continue through release.
- 3.28.3.2 cooperate with the Department's Office of Social Work Services to ensure the availability of necessary community services.
- 3.28.3.3 Coordinate with Medical Contractor's staff to ensure that an Inmate being released who is on medication at the time of release shall be provided with medication, or a prescription for medication, to total a 30-day supply of each medication currently prescribed, unless the Inmate is taking certain psychotropic or other medications which, if taken in sufficient quantity, could cause harm.
 - 3.28.3.3.1 Any actual medication being supplied to the Inmate on release shall be appropriately packaged and labeled for use in the community. The Inmate's institutional supply of medications shall not be utilized as release medications unless a separate release supply is not received and the date of release has arrived. In this event, the Contractor staff shall follow Pharmacy Manual policies regarding less than 30-day supply of discharge medications.
- 3.28.3.4 Designate release planning staff who shall work with the Medical Contractor, Department Case Management and Social Work within their assigned facilities to assure adherence to Department policy regarding release requirements.
- 3.28.3.5 In anticipation of the release of any Inmate, and upon request of the State's Mental Health Staff and/or Social Work Staff, complete required examinations and/or health related forms in application for social security income benefits, Medicaid, or any other entitlement program for which the Inmate might be eligible upon release and forward copies of those forms to the SDA Social Work personnel.



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- 3.28.3.6 No less than two weeks in advance of release, complete any forms requested in conjunction with the Department's cooperative venture with Core Service Agencies in each county and Baltimore City to arrange community services for Inmates being released.
- 3.28.3.7 There will be times when an Inmate is released by the Courts or by Parole and Probation earlier than as contained on the Department's release schedule. Upon notice of such accelerated release the Contractor must update its release database in sufficient time to ensure that all required release activities are performed as of the release date. In the event an Inmate is released sooner than anticipated, the Contractor shall make all reasonable efforts to satisfy all requirements of this Section 3.28.3, within whatever advance notice timeframe is provided, whether that advance notice is 30 days, 1 week, or 24 hours.

3.29 Investigation and Follow –up of Grievances, Administrative Remedy Procedure Complaints and any other Complaints

- 3.29.1 The Contractor shall investigate grievances and Administrative Remedy Procedures (ARP) complaints made by Inmates and respond to the Department's OPS Administrative Unit ARP Coordinator or the Department's Inmate Grievance Office (IGO) for DPDS regarding any aspect of the mental health service within ten days after receipt of request. The Contractor shall also investigate any other complaint made by Inmates or persons of interest in coordination with the State's Chief Psychologist/Lead Mental Health Staff of the institution. Complaints through the Administrative Remedy Procedure (ARP) shall fully comply with the ARP directive and policy and its time restrictions (Attachment M-1). The Contractor shall consult with the Department's ARP Coordinator and with the Office of Program Services in completing the ARP process. The Contractor shall cooperate with the Inmate Grievance Officer of DPSCS and comply with the policies and directives for the Inmate Grievance Procedure (Attachment M-2).
- 3.29.1.1 The Department shall review and forward to the Contractor, any Inmate correspondence or correspondence from any person of interest, relating to grievances, Administrative Remedy Procedure (ARP) complaints and any other complaints. The Contractor shall respond as directed in Section 3.29.1.
- 3.29.1.2 A copy of complaints about service received directly by the Contractor shall be forwarded to the Inmate's Correspondence Coordinator upon receipt to determine whether a response is required.
- 3.29.1.3 A copy of any responses shall be sent to the Director of Mental Health Services.
- 3.29.1.4 Any time a response is considered non-responsive by the Department's Inmate Correspondence Coordinator, i.e., does not directly answer the question posed, it will be returned to the Contractor for re-investigation and more appropriate response before being sent to the inquirer.
- 3.29.1.5 All correspondence relating to all grievances, ARP complaints or any other complaint as described in Section 3.29.1 shall be tracked in an Excel spreadsheet to include:



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- Inmate name and identifying DOC number,
 - Institution or facility name where the Inmate is located or housed,
 - ARP or Grievance case number,
 - Service Delivery Area,
 - Subject of complaint
 - ARP date of receipt (DOR) from Inmate,
 - ARP index date,
 - Date ARP received from DPSCS or DOC ARP Coordinator,
 - Date ARP received by the Contractor from the OPS Administrative Unit ARP Coordinator (defined above),
 - ARP due date,
 - ARP completion date,
 - Notes field,
 - Spreadsheet calculated formula (# of days ARP due or overdue)

3.29.1.5.1 The Excel spreadsheet shall have searchable, read-only access to the DPSCS Contract Manager and Director of Mental Health Services made accessible via secure (password protected) internet or LAN connection.

3.29.2 The Department's Director of Mental Health Services, at his/her sole discretion, may direct that the Contractor take specified action with regard to a complaint.

3.30 Continuous Quality Improvement (CQI)

3.30.1 The Contractor shall implement a CQI program and participate, as required by the Department's Manager/Director (See 3.7.1), in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities described in this RFP, including any that arise after Contract Commencement. Although part of CQI, Peer Review, Safety and Sanitation Inspections, Risk Management, and Utilization Review, are described in separate RFP sections - §3.31, § 3.42, §3.32 and § 3.39, respectively

3.30.2 The Contractor shall manage a program for CQI that includes:

- (1). Quarterly State-wide multi-Contractor Committee meetings, chaired by the Medical Contractor, with all appropriate State and Contractor personnel including, but not limited to:
 - (a). The Department's Medical Director, Director of Mental Health Services, Regional Assistant Directors of Mental Health Services, Director of Nursing and Director of Social Work;
 - (b). The Contractor's Director of Mental Health, Director of Nursing and Contract Manager.
 - (c). Any of the Contractor's sub-contractors may attend.



Such meetings will include updates on psychiatric clinics, psychiatric back logs, Special Confinement rounds, clinical review of certain cases (i.e. behavioral vs. mental health etiology, suicide prevention programs), and other appropriate mental health topics that can lead to improved quality of care in the Service Delivery Areas. Identified in Attachment Y as Quarterly Statewide CQI Meeting.

- (2). Quarterly Service Delivery Area multidisciplinary CQI Committee meetings and reviews in each Service Delivery Area to monitor the mental health services provided; collect, trend and disseminate data; develop and monitor corrective action plans; and facilitate communication between disciplines.
- (3) Copies of all minutes shall be submitted as per Section 3.20.3. Work plans and Corrective Action Plans shall be submitted within the timeframe directed by the Department's Director of CQI or the Department's Director of Mental Health Services or designees.

3.31 Peer Review

- 3.31.1 A monthly Peer Review report of specific Mental Health Professionals judged not to meet professional standards (See Section 3.8) shall be submitted to the Department's Director of Mental Health Services and Medical Director. The specific Mental Health Professionals are Psychiatrists, Nurse Practitioners, Psychologists, Social Workers, and Mental Health Counselors.
- 3.31.2 The Contractor's Director of Mental Health Services shall manage the process for professional peer review as outlined in the Department's Utilization Manual as required by the DPSCS Director of Mental Health Services.
- 3.31.4 A discipline appropriate, clinically equivalent, clinician shall review the work of the specific Mental Health Professionals listed in 3.31.1 minimally on an annual basis (results to be communicated to DPSCS within 15 days after the anniversary of hire date), based upon entrance date and report finding to the Department's Director of Mental Health Services.
- 3.31.5 The Contractor shall conduct specific reviews of the work of all of its own Mental Health Professionals or other subcontracted persons, including all Mental Health Professionals providing Inmate mental health care services (identified in Section 3.31.1) to the Department and the Mental Health Infirmaries, Special Needs Treatment Unit, and Step-down Unit. The reviews will be consistent with the Department's Manual.
- 3.31.5.1 A Mental Health Professional specific peer review shall be conducted at the request of the Department's Director of Mental Health Services/designee if the care in a specific death review (See 3.33) was deemed below standards such that consideration for concerns related to ongoing competency is raised.



3.31.5.1.1 The review must be completed within 10 working days and e-mailed within that same time to the Department's Director of Mental Health Services/designee.

3.32 Risk Management Program

The Contractor shall:

3.32.1 Abide by all Department rules, regulations, policies, and procedures regarding risk management and will work in collaboration with all Other Healthcare Contractors to assure that safety and prudence is exercised at all times.

3.32.2 Serious Incident Reports

3.32.2.1 All incidents/accidents/errors listed below shall be reported to the DPSCS Director of Mental Health Services within 24 hours of the occurrence on the DPSCS Security Incident Report (SIR) form which includes such information as the incident or event, the date it occurred, how it was discovered, and any outcomes as a result of that event (good and/or bad). Incident reports shall not be considered as punitive or threatening and shall be used for education and CQI purposes. The current version of the form is accessible on the DPSCS website.

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

- (1). All suicides successful or attempted,
- (2). Assaults on Contractor Staff,
- (3). Injuries occurring as a part of work accidents,
- (4). Injury to Inmates, Inmate on Inmate assault in the Inpatient Mental Health Treatment Units, etc.,
- (5). Exposures to infectious diseases,
- (6). Prophylaxis administration,
- (7). Security Breaches (lost keys, missing sharps containers, medications, contraband, etc.),
- (8). Treatment/Medication errors or missed treatments, missing documents, etc., and,
- (9). Prison Rape Elimination Act (PREA) reports

3.32.2.2 The Contractor shall submit a quarterly Serious Incident Report Summary (SIRS) to the DPSCS Director of Mental Health Services of all serious incidents/ accidents/ errors occurring or discovered by its staff during the preceding three months. Included with this quarterly SIRS shall be all SIR forms submitted as required by § 3.32.2.1 during the preceding three months. Monthly narratives, summations of audit findings or verbal reports will not be acceptable in lieu of a formal quarterly report.



3.33 Suicide Mortality Review Program

- 3.33.1 The Psychiatrist who most recently treated the Inmate shall chair a formal mortality review process for all completed suicides within 48 hours, or 72 hours on a weekend. The Director of Mental Health Services may direct that a similar review occur for an attempted suicide as well.
- 3.33.1.1 Reviews shall be coordinated with the State Regional Assistant Directors of Mental Health Services and the ACOMs.
- 3.33.1.2 Reviews shall encompass no less than the presumed method of suicide, factors that may have contributed to that suicide, an assessment of treatment and care provided to the Inmate in weeks leading up to the suicide, as well as any other pertinent information necessary to assure that all appropriate measures necessary for the care and treatment of the Inmate had been taken.
- 3.33.1.3 In the case of a suicide review that discloses an opportunity for improvement in the processes or delivery of care, whether or not the care rendered was within community standards, a corrective action plan will be developed and submitted to the State's Regional Assistant Director of Mental Health Services within 30 days. The Corrective Action Plan (CAP) must be approved by the Regional Assistant Director for Mental Health Services and a monthly report on progress toward the CAP must be submitted by the 10th of each month for the preceding month's activities.
- 3.33.1.4 Mortality Review reporting shall be submitted to the Director of Mental Health Services and forwarded to his/her assistant. All findings will be also forwarded to the Management Associate for the Department's Medical Director for inclusion in the final chart review of the Inmate. This report shall be submitted to the DPSCS Director of Mental Health Services as part of the Contractor's regional monthly and quarterly multi-Contractor CQI meetings reports in the form and format as required by the Department Director of Mental Health Services. Any significant findings resulting from Mortality reviews shall be addressed in the quarterly CQI meeting (see § 3.30).
- 3.33.2 The Contractor shall also participate as a panel member in all death reviews.

3.34 Pharmacy and Therapeutics Program (P&T) Committee

- 3.34.1 The Contractor shall participate in a monthly Regional Pharmacy and a quarterly Statewide Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for additions and deletions to the Department's drug formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of Mental Health Professionals.



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- 3.34.1.1 The monthly Regional P&T Committee meeting shall be led by the Pharmacy Contractor and the Medical Contractor's Regional Medical Director and shall include, at a minimum, the Contractor's Regional Mental Health & Nursing Directors and the State Regional Psychologist.
- 3.34.1.2 The quarterly Statewide P&T Committee meetings shall be chaired by the Pharmacy Contractor and the State's Medical Director and shall include, at a minimum, the Contractor's Statewide Mental Health Director and Director of Nursing, the Department's Medical Director, Director of Mental Health Services and Regional Assistant Directors of Mental Health, and the Pharmacy Contractor's Regional Pharmacist and other staff as appropriate.
- 3.34.2 The purpose of these meetings shall be to identify pharmacy utilization trends, over-the-counter medication distribution, non-formulary choices, medication administration errors, cost effectiveness, prescriber patterns and trending, and any pertinent information relating to the overall pharmaceutical operations.
- 3.34.3 The above referenced committees shall contribute to the development, modification and review of the State's formulary.

3.35 Suicide Prevention Program

- 3.35.1 The Contractor will implement a suicide prevention program to ensure that everything is being done that can be done to reduce the number of suicides to zero.
- 3.35.2 The Contractor's Regional Mental Health Director will chair a monthly suicide prevention meeting in each SDA. The Contractor's Regional Mental Health Director will lead the discussion of significant suicidal action within the past month at this meeting
- 3.35.3 The Contractor will present information on the most recent literature on the issue of suicide prevention programs.
- 3.35.4 The Contractor shall hold a weekly video conference for its Staff and DPSCS Mental Health Staff on the topic of suicide prevention. The conference will, at a minimum, consist of:
1. Presentation and discussion of all suicidal actions for the previous week.
 2. Discussion of all incidents of Self Injurious Behavior (SIB).
- 3.35.5 The Suicide data base will be reviewed at this meeting and the Contractor may be asked for updates on anyone named on that list during this meeting.



- 3.35.6 The Contractor shall participate in the regular Mortality review held for every death. In addition the contractor shall chair a second mortality review (see 3.33) on all completed suicides and significant attempts (as determined by the DPSCS Director of Mental Health Services). Information from these reviews will be presented at the CQI meetings described in Section 3.30.
- 3.35.7 The Contractor shall provide training on suicide prevention to its Staff and the staff of DPSCS. The Contractor shall make sure that all its trainers are certified as trainers with DPSCS.

3.36 Sexual Assault Program

- 3.36.1 If referred, a Mental Health Professional will provide trauma assessment and counseling to any affected Inmate, any Staff member, State staff or visitor regarding any allegations or complaints of sexual assault.
- 3.36.1.2 The Mental Health Professional receiving the referral of an Inmate, will provide documentation of the complaint and response in the Inmate's individual health record (EHR).
- 3.36.2 The Contractor shall comply with any standards adopted by the Attorney General of the United States in conjunction with the Prison Rape Elimination Act (PREA). The Contractor shall train mental health Staff on identification of evidence of unreported sexual assault and appropriate referral processes for possible sexual assault cases.
- 3.36.2.1 Training shall be documented in the training database within 30 days of training to the State Regional Assistant Director of Mental Health Services and ACOM. Training of the mental health Staff shall be completed within 90 days of hire.
- 3.36.3 The Contractor shall submit a serious incident report on each and every identified Inmate sexual assault within 24 hours of the incident to the Department's Regional Assistant Director of Mental Health Services (See 3.32.2.1).
- 3.36.3 The Contractor shall take all reasonable steps to preclude its Staff from sexual misconduct in accordance with PREA standards.

3.37 Electronic Health Records (EHR)

- 3.37.1 The Contractor shall maintain a HIPPA compliant confidential, secure Patient Health Record for each Inmate to include all encounters and lab and medication orders.
- 3.37.2 A patient record consists of the Electronic Health Record (EHR) and hard copies of materials as required per Department policy and procedure.



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- 3.37.3 The present EHR is maintained in a proprietary program known as NexGen. This product has several mental health related templates including, but not limited to:
- (1). Intake Evaluation
 - (2). Psychiatric Evaluation
 - (3). Progress Note
 - (4). Treatment Plans
- 3.37.3.1 The Medical Contractor will be responsible for insuring an initial training program, for potential EHR users as well as for ongoing new employee orientation and training (per Section 3.10) to the NexGen product within 40 days after Contract Commencement, as well as for additional training relative to any future upgrade of or change from the current EHR product. The Medical Contractor will also provide periodic refresher or remediation training as is required for the program and effective use of this EHR.
- 3.37.3.2 The Contractor shall maintain a sufficient pool of Super Users (See 1.2.87) in each Service Delivery Area that will provide On-site problem solving. When upgrades to NextGen occur, the Medical Contractor will be responsible for training the Contractor's NextGen Super Users.
- 3.37.3.2.1 The Contractor is responsible for coordinating initial training of Super Users with the Medical Contractor (who is responsible for NextGen training) no later than 40 days after Contract Commencement.
- 3.37.3.3 The Contractor shall utilize a "downtime" procedure for periods of temporary EHR unavailability due to power outage or system maintenance that includes entering clinical information in EHR replicated forms and transcription of such information into the EHR database.
- 3.37.3.4 The Contractor shall designate an administrative employee to serve as account administrator for the EHR system responsible for communicating with the Medical Contractor concerning requests for logon assignments for employees of the Contractor.
- 3.37.4 The Medical Contractor is the Department's designated custodian for all electronic and hard copy Patient Health Records in accordance with the Department's Medical Records Manual (See Attachment V). Accordingly, the Contractor shall forward, in a timely manner, the originals or copies of all hard copy Patient Health Records to the Medical Contractor so it can fulfill this responsibility.
- The "hard copy Patient Health Record" shall be comprised of:
- (1). The paper record, which consists of those documents that must be contained in the Patient Health Record and are not feasible to be maintained in EHR, and
 - (2). Those documents that would be necessary to assure the Mental Health Professional's ability to provide necessary patient care in the event that the EHR system became corrupted or was otherwise not available.



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- 3.37.5 The Contractor shall abide by Department policy and procedure regarding sharing necessary information consistent with the Department's Medical Records Manual.
- 3.37.5.1 Records may be available to interdisciplinary health care staff, Department representatives, the State's legal representatives (Attorney General's Office) and others as designated by the Department to have access to these files.
- 3.37.5.2 The Contractor's Staff shall share protected information regarding an Inmate's mental health status only to the extent necessary for coordination of care and the safe and secure functioning of the institution.
- 3.37.5.3 Any questions regarding sharing of information shall be directed to ACOMs. Questions that cannot be answered at this level should be directed to the Department's Director of Mental Health Services.
- 3.37.6 The Contractor is to utilize forms as they exist in EHR to minimize the necessity of hard copy material. If the Department agrees to incorporate a form created by the Contractor into the EHR, the Contractor agrees to relinquish any proprietary rights in that form and to cooperate with any Information Technology (IT) vendor in the supplementation of the EHR.
- 3.37.6.1 The Contractor shall use an approved Department form for all Departmental business unless a form for a particular purpose does not exist, in which case the Contractor shall work with the Department to develop a State approved form for that purpose.
- 3.37.6.2 The Contractor may develop a temporary form until an approved form is developed, but may not use that form until it has been submitted to the Department for approval.
- 3.37.7 All aspects of the Inmate medical record are the property of the State and should not reflect the name of the Contractor.
- 3.37.8 The Contractor shall participate in a statewide and regional medical records committee and provide appropriate representatives to serve on and attend all committee meetings as required by the Department Contract Manager, which at a minimum will occur monthly.

3.38 Data and Reports

Data -

- 3.38.1 The Contractor shall be responsible for supplying the data necessary for the completion of the OPS treatment services statistical template utilized in StateStat by the 10th of the month or as directed by the Contract Manager or designee. The information required may be amended from time to time. Further analysis of data contained in these reports may be required (see Attachment W).



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- 3.38.2 The Contractor shall be responsible for supplying the data necessary for the completion of the Minority Business Enterprise (MBE) reports by the 10th of the month or as directed by the Contract Manager or designee.
- 3.38.3 The Contractor shall be responsible for the development and/or upkeep of web-based electronic databases in a searchable, secure (password protected) read-only access to all data by internet or LAN connection. These databases shall have the capacity to provide storage, retrieval, reporting and auditing capabilities and shall be revised and/or updated as requested by the Department's Contract Manager and Director of Mental Health Services. These databases shall be accessible to the Department's Contract Manager, Director of Mental Health Services, Medical Director, Director of Nursing, ACOMS, Regional Mental Health Director or their designees.
- 3.38.3.1 The Contractor shall develop and maintain the following databases, as required by the Department's Contract Manager and/or Director of Mental Health Services:
- 3.38.3.2 A Mental Health Chronic Care electronic database, to include, but not be limited to the following data elements:
- (1) Last Name;
 - (2) First Name;
 - (3) Middle Initial;
 - (4) Inmate Number;
 - (5) Race;
 - (6) Date of Birth;
 - (7) Intake Date;
 - (8) Date of Baseline exam;
 - (9) Designation as either SMU or non-SMI on medication;
 - (10) Axis I diagnosis;
 - (11) Axis II diagnosis;
 - (12) GAF (Global Ability Function);
 - (13) Service Area;
 - (14) Facility;
 - (15) Update Date;
 - (16) Date of last clinical evaluation;
 - (17) Date of next clinical evaluation;
 - (18) Estimated release date (from EHR);
 - (19) Date Enrolled in SMI Chronic Care Clinic (if SMI);
 - (20) Date psychiatric medication started;
 - (21) Date psychiatric medication stopped; and
 - (22) Traumatic Brain Injury.
- 3.38.3.2.1 This Mental Health Chronic Care (See Section 3.23.4) database shall provide the information of its enrollees in a continuum, i.e., the Contractor shall



include all persons enrolled in Mental Health Chronic Care and provide historical as well as current information as described above.

3.38.3.3 Establish and maintain a Peer Review Database for the specific Mental Health Professionals listed in 3.31.1 to which the Department shall have continuous access. The database shall be capable of being sorted by professional discipline and date hired of the specific Mental Health Professionals listed in 3.31.1 and will contain all of the elements of a peer review for that discipline. The database shall also be separately sorted by Mental Health Professionals who are determined to have failed to meet professional standards. (See § 3.31.1). For Mental Health Professionals judged not to meet professional standards, a report shall be submitted to the DPSCS Director of Mental Health Services 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 Director of Mental Health Services. At a minimum, the database will include:

- (1) The Name of the individual;
- (2) The individual's professional discipline;
- (3) The date of the review;
- (4) A list of the source material used for the review;
- (5) Any verbal results from a review summarized;
- (6) Any suggestions for improvement noted; and
- (7) A date for follow up review, if such is recommended.

3.38.3.4 A Mental Health Outpatient Services (See § 3.23) electronic database, to include, but not be limited to the following data elements:

- (1). number of sick calls received/scheduled/seen;
- (2). time frames relating to triage and actual appointment;
- (3). number of Inmates newly placed on medications;
- (4). number of Inmates with medications discontinued;
- (5). number of Inmates reporting missed/expired medications;
- (6). Number of crisis interventions; and
- (7). Number of crisis interventions per Inmate.

3.38.3.5 An Inpatient Mental Health Treatment Unit (See § 3.25) database, which shall include but not be limited to the following data elements:

- (1). Admissions, in aggregate and by sending facility, including date of admission;
- (2). Discharges, in aggregate and by receiving facility including date of discharge and length of stay in the Unit;
- (3). average daily census;
- (4). average daily census per levels of care;
- (5). re-admissions within 3 months/6months/1 year/ during entire term of confinement;
- (6). Suicide attempts and completions; and



(7). Assaults on staff.

3.38.3.6 A Statistical and Utilization database to include, but not be limited to:

- (1). Disease specific and psychotropic medication prescription trends;
- (2). Sick Call utilization including rationale for missed appointments and plans for corrective action for those missed appointments (for missed appointments, the Contractor shall coordinate with Department Staff to research the reason why the appointment was missed. If the reason for the missed appointment was attributed to the Contractor, the Contractor shall develop a corrective action plan to prevent such occurrences. If the reason is attributable to the Department, the Contractor shall coordinate with the Department, if necessary, to identify a corrective action plan to prevent such occurrences);
- (3). Chronic Care utilization including rationale for missed appointments and plans for corrective action for those missed appointments (see (2) above for information on missed appointments);
- (4). Inpatient Mental Health Treatment Unit utilization;
- (5). Specific program performance including but not limited to improvement outcomes in the Inmate's movement towards integration in the general population;
- (6). Staff vacancies and corrective action being taken to correct any deficits;
- (7). Training and credentialing updates (See §§ 3.8 and 3.10);
- (8). Adverse incidents including suicide completions, serious attempts, abuse of or injury to Staff, allegations of Staff misconduct or abuse;
- (9). Other reports as deemed necessary by the Director of Mental Health Services; and
- (10). Reports as illustrated in Mental Health utilization report (Attachment Z) of this RFP information and data regarding the provision of mental health care to Maryland's Inmate population over specified periods of time (Attachment Z) Mental Health utilization report.

Reports -

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

3.38.4.1 The Contractor shall produce a report on a monthly basis for the preceding month for those items relating to grievances and claims (See § 3.29) arising from the contract.

3.38.4.2 A report shall be filed in July and January of each contract year analyzing grievance and complaint data for the relevant six month period by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.



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

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

- 3.39.1 For Inmates that require commitment to a State Mental Health Facility/Hospital, the Contractor with concurrence of the Director of Mental Health Services, shall manage the commitment process. There should be no cost to the Contractor for treatment at a State Mental Health Facility/Hospital.
- 3.39.2 If it is determined that Off-site specialty or hospital care is required but that a State Mental Health Facility/Hospital cannot provide the required treatment, the Contractor shall refer an Inmate patient for Off-Site specialty or hospital care only in conjunction with the Medical Contractor's Utilization Management process, the Medical Contractor will be responsible for the cost of such care.
- 3.39.3 The Contractor shall conduct quarterly internal Utilization Management Review and report the results to the Director of Mental Health Services.
- 3.39.3.1 The Utilization Management Review shall address:
- (1). The productivity of Contractor Staff as well as the appropriate placement of Staff, and shall delineate the Staff to patient ratio within each facility/ SDA.
 - (2). The appropriateness of admissions to Special Needs Units, admissions to observation cells and admissions to Inmate Mental Health Treatment Units, as well as an assessment of length of stay.
- 3.39.3.2 This report shall be in the form and format as required by the Department Director of Mental Health Services and Contract Manager

3.40 Research

- 3.40.1 The Contractor shall cooperate with Department approved research studies and/or special clinical programs as Directed by the Office of Programs and Services only.
- 3.40.2 Neither research nor publication shall be conducted without specific written approval by the Department's Medical Director and Director of Mental Health Services as well as approval by the Department's Research Committee.

3.41 Emergency Preparedness



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- 3.41.1 The Contractor shall ensure that mental health personnel are available to provide mental health care services on-site as required by this Contract during severe weather, natural disasters, pandemics and other emergencies. Subcontractors providing other specialty services must also have plans that permit the continuity of operations under such conditions.
- 3.41.2 The Contractor shall develop and implement, as necessary, an Emergency Management Plan covering treatment and evacuation procedures for both individual and multiple casualties or patients, consistent with the Department's and specific facility's Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).
- 3.41.2.1 The Contractor, as part of its Emergency Management Plan, shall plan for mass outbreaks of infectious disease.
- 3.41.2.2 The draft Emergency Management Plan submitted in the Contractor's Technical Proposal shall be finalized and submitted to the DPSCS Contract Manager and DPSCS Director of Mental Health Services in the form and format as directed within forty (40) days of Contract Commencement. The DPSCS Contract Manager and DPSCS Director of Mental Health Services shall have up to ten (10) days to review the draft Plan and provide comments. The Final Plan is due to the DPSCS Contract Manager and DPSCS Director of Mental Health Services within five (5) days of receipt of the comments.
- 3.41.3 The Contractor shall participate in:
- 3.41.3.1 Institutional mock disaster and other types of drills no less than annually at each facility in collaboration with security staff. These drills may include such things as power outages, individual injuries, weather-related evacuation procedures, etc. If in the opinion of the DPSCS Medical Director and Director of Mental Health Services any drill evidenced a significant deficiency and unsatisfactory result, the mental health portion of the mock disaster or other drill shall be re-conducted at the direction of the DPSCS Medical Director and the Director of Mental Health Services.
- 3.41.3.2 Departmental requests for regional emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.
- 3.41.3.3 Departmental requests for statewide emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.
- 3.41.3.4 The Contractor shall document and critique the responses of its Mental Health Professionals and other Staff to disasters and disaster drills and shall develop corrective action plans as necessary to correct deficiencies within 24 hours of the completion of the disaster, drill or rehearsal.
- 3.41.4 The Contractor shall document and critique the response of its Mental Health Professionals and other Staff to no less than one "man down" drill per facility per year, shall develop corrective action plans as necessary and shall submit these to the ACOM for the SDA within 30 days of the activity.



3.42 Safety and Sanitation Inspection

- 3.42.1 The Contractor shall coordinate with designated DOC personnel monthly for Safety and Sanitation Inspections of the IMHU, the IMHTU and the Patuxent mental health unit.
- 3.42.1.1 The Contractor shall make appropriate recommendations for corrections of deficiencies noted. For deficiencies in areas that are the Department's responsibility the Contractor will follow up on findings and send weekly written reminders via electronic mail to the warden's staff with copies to the DPSCS DON and the SDA ACOM until each deficiency has been corrected.
- 3.42.1.2 The Contractor will submit a Safety and Sanitation report to the Services Delivery Area Multidisciplinary Continuous Quality Improvement Committee, as well as a monthly written report to the Department. Identified in Attachment Y as Monthly Safety and Sanitation Report.
- 3.42.1.2.1 The report will address areas in need of repair, replacement, or cleaning. For areas within the Contractor's control, a plan for deficiencies corrective action shall be provided within 10 business days to the DPSCS DON and ACOM. For areas within the Department's control, refer to Section 3.42.1.1 above.
- 3.42.2 The Contractor shall ensure that its staff is familiar with, and abides by, appropriate safety and sanitation procedures including, but not limited to, proper use of hazardous waste receptacles, proper storage of materials that require refrigeration, and limits on use of refrigerators procured to store medications or laboratory samples.

3.43 Failure of Performance

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

3.44 Problem Escalation Procedure



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

The Contractor shall provide contact information, as described in 3.44.2, to the DPSCS Contract Manager as well as other personnel should the Contract Manager not be available.

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

- The process for establishing the existence of a problem,
- The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

3.45 Substitution of Personnel

3.45.1 Continuous Performance of Key Personnel

Unless substitution is approved per sections 3.45.4 (#1-4) of this section, Key Personnel (See § 1.2.45) 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 DPSCS Manager/Director (See § 3.7.1).

3.45.2 Definitions

3.45.2.1 As used in this section:

3.45.2.1.1 "DPSCS Manager/Director (See § 3.7.1)" means the Department Contract Manager, Department Director of Mental Health Services, Department Medical Director or the Department



Director of Nursing previously identified in this solicitation, and/or a designee as per § 3.2.12.2 concerning Contractor personnel substitution issues.

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

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

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

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

3.45.3 **Key Staff General Substitution Provisions**

3.45.3.1 The following provisions apply to all of the circumstances of staff substitution described in section 3.45.4 of this section.

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

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

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

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

4. The DPSCS Manager/Director (See § 3.7.1) will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the



requested substitution. The DPSCS Manager/Director (See § 3.7.1) will not unreasonably withhold approval of a requested key personnel replacement.

3.45.4 **Replacement Circumstances**

1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in section C of this section to the DPSCS Manager/Director (See § 3.7.1) at least 15 days prior to the intended date of change. Except in a circumstance described in section 3.45.4 #2 of this clause, a substitution may not occur unless and until the DPSCS Manager/Director (See § 3.7.1) approves the substitution in writing.

2. Staff Replacement Due to Vacancy

The Contractor shall replace key staff whenever a vacancy occurs due to the Sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such staff, Incapacitating injury, illness or physical condition, or death. (A termination or resignation with 30 days or more advance notice shall be treated as a Voluntary Staff Replacement as per section 3.45.4 #1 of this clause.)

Under any of the above 3.45.4 #2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 3.45.3 of this section within 15 days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

3. Staff Replacement Due to an Indeterminate Absence

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

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

4. Directed Staff Replacement

a. The DPSCS Manager/Director (See § 3.7.1) may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due



to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or Department or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 4.b, below. If after such remediation the DPSCS Manager/Director (See § 3.7.1) determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the DPSCS Manager/Director (See § 3.7.1) deems it necessary to remove the offending individual with less than 15 days' notice, the DPSCS Manager/Director (See § 3.7.1) can direct the removal in a timeframe of less than 15 days, to include immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with section 3.45.3 of this section, provide a suitable replacement for approval within 15 days of the notification of the need for removal, or the actual removal, if that occurs first.

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

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

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

3.46 Insurance Requirements

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



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

3.47 Contract Close-Out

- 3.47.1 If the Contractor is not awarded a successor contract it shall fully cooperate with the successor contractor to effect a seamless transfer of Inmate Mental Health Services. The Contractor shall:
- 3.47.1.1 Provide reasonable access to the successor contractor to the Contractor’s non-supervisory staff and mid and lower level supervisory staff between 30 and 60 days of the Contract end date. If less than 30 days of the Contract term remains as of the time a successor contract is awarded the Contractor shall make special efforts to provide the successor contractor access to its staff noted above in this section.
 - 3.47.1.2 Participate in the Contract ending physical inventory as described in § 3.21.5.2(3).
 - 3.47.1.3 Transfer the Chronic Care Clinic Attendance data base described in § 3.23.4.2 to the successor contractor as of the end of final day of the Contract.
 - 3.47.1.4 As requested by the Department Contract Manager provide appropriate representation at work initiation meetings between the Department and the successor contractor to help ensure a smooth transition of services.
 - 3.47.1.5 Ensure than all required records, reports, data, etc. are current and properly documented in the appropriate data base or file for use by the successor contractor as of start of the successor contract.



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

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SECTION 4 - Proposal Format

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

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

4.2 Proposals

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

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

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

Technical proposals must be submitted in a separate sealed package. Each section of the Technical Proposal must be separated by a Tab as detailed below:



TAB A. TRANSMITTAL LETTER

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. The letter should contain:

1. Name & Address of Offeror
2. Name, Title, Email Address and Telephone Number of Contact for the Offeror
3. Statement that the proposal is in response to **RFP # DPSCS Q001002014**, Inmate Mental Health Care Services
4. Signature, Typed Name and Title of individual authorized to commit the Offeror to its proposal
5. Federal Employer Identification Number of the Offeror
6. Statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
7. Acknowledgement of all Addenda to this RFP

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

If the Offeror is a MDOT certified minority Contractor, the certification number should be included in the Transmittal Letter which accompanies the Primary Technical Proposal.

TAB B. TITLE AND TABLE OF CONTENTS

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

TAB C. EXECUTIVE SUMMARY



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

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

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

TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

In its Technical Proposal, the Offeror must describe how the proposed services will meet the requirements as described in Section 3 of the RFP, to include but not necessarily be limited to the topics specifically listed below in this Tab D, as well as in Tabs E through S of this RFP section 4.4. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include **an explanation of how the work will be done.**

An Offeror’s Technical Proposal Shall:

1. Describe how the Offeror shall provide the full range of mental health care services to the Inmate population consistent with this RFP, all relevant standards, the Department’s Manual of Policies and Procedures for Inmate Health Care and Consent Decrees.
- 2.. Describe how the Offeror shall assure the existence of resources to serve the full population to whom DPSCS has an obligation to provide mental health services at the level necessary to meet the obligations under this RFP, and to do so throughout the State; i.e., to all geographical areas (SDAs) within DPSCS.
3. Set forth the plan by which the Offeror will be prepared to initiate the full range of services within 60 days of the Contract Commencement date; i.e., by the Go Live Date. (See § 1.4.3 and 3.16.2).
4. Demonstrate an understanding of the Department’s necessity to develop a strong collaborative, multi-disciplinary model of health care. The Offeror must:
 - A. Propose a plan for collaboration with the Other Healthcare Contractors. The written collaboration plan shall include the steps, with timelines, the Offeror will take to assure that this collaboration will be implemented and honored.



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- B. Address how the Offeror will insure a collaborative working relationship with Custody as well as the DPSCS treatment services staff, Case Management and the Department health care management.
5. Acknowledge its responsibility for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Department's programs to be maintained upon receipt of invoice, and to report all matters regarding licensure promptly to the Department in the manner directed.
6. Propose staffing for the Department that is sufficient for the complete delivery of all services required under this RFP.
- A. The Department has identified the recommended staffing plan for the Department in Attachment O. While it is the opinion of the Department that this Attachment O suggested staffing plan is appropriate to perform the scope of work outlined in this RFP, the Offeror may propose a different staffing plan. **Caveat:**
An offeror may not fail to include any position that is specifically required within Section 3 of the RFP
- B. If a staffing plan is submitted that varies from the Department recommendation in Attachment O, the Offeror should submit a chart formatted in the same manner as Attachment O detailing its proposed 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 staffing plan using the same titles, location, and format as provided in Attachment O.
- D. The clinical staffing plan shall be broken-down by SDA and shift.
- E. In addition to the staffing plan the Offeror shall also identify all other personnel to be employed on a full or part time basis under this Contract, but located Off-site. For any Off-site position, it shall be described whether the position will primarily or exclusively work at a specific work-site, and/or shift, or whether the position will have a Department wide focus. As required by § 3.6.5, the minimum hourly pay rate shall be included. In no instance may the minimum payment rate to Staff be less than permitted under the State's Living Wage law as described in § 1.29 and Attachment K.
- F. In response to RFP § 3.6.3, the Offeror shall describe the management structure it will utilize upon award, and provide an organization chart that illustrates this management structure.
- G. The staffing pattern provided in response to this RFP by an Offeror shall be considered as a final obligation for staffing upon award of the Contract, except as noted in § 3.6.1, and a representation that such staffing is sufficient to meet all obligations under this RFP and the Department's Manual of Policies and Procedures.
- H. The Offeror shall submit a staff skills and qualifications matrix in its own format to summarize relevant experience for the proposed staff, including any



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- subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.
7. Acknowledge its obligation to adhere to the Department's policies and procedures and its obligation to carry out those policies and procedures in collaboration with the Department and the Other Healthcare Contractors.
 - A. Provide evidence in its proposal that all Department Policies, Procedures, and Manuals have been reviewed and an acknowledgement that its own policies and procedures are consistent with those of the State or that it will modify its own policies and procedures to eliminate any inconsistency within thirty days of Contract Commencement.
 - B. Acknowledge its obligation to formulate and distribute to its staff a manual of policies and procedures that are consistent with those of the Department and describe how this distribution will be accomplished, either by hard copy or electronic means, or a combination thereof.
 8. Provide a written plan of active and ongoing recruitment and retention of personnel at all levels, including, as required by § 3.6.5, the minimum hourly rate expected to be paid by position as entered in the staffing plan chart required in § 4.4 Tab D 6 B that shall be prepared in the same format as Attachment O, any incentives provided for this purpose and any other strategies for recruitment and retention (Sections 3.6 & 3.7).
 - A. Staff payment rates, employee benefits, incentives and any and all other means for recruitment and retention of qualified Staff shall be undertaken by the Offeror to achieve a less than 10% annual composite Staff turnover rate.
 - B. Acknowledge the Department's role in the hiring process of Higher Level Staff. (See § 3.7)
 - C. In no instance may the minimum payment rate to Staff described above in §4.4, Tab D, #8 be less than permitted under the State's Living Wage law, as described in §1.29 and Attachment K.
 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 except for any persons who are documented as having previously received such training and have not had a break in working in a Department facility of more than 40 days, and describe how this obligation will be satisfied.
 - B. Acknowledge its obligation to provide a plan and schedule for regular competency based in-service trainings following orientation with on-site follow up training for Mental Health Professionals, and its understanding of the



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- criticality of such training by reference to the intended scope of competency evaluation and provide a description of how the proposed process will be implemented within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that Area or institution. (See § 3.10.3)
- C. Include a set of sample lesson plans and subsequent checklists to be used to accomplish the competency based in-service training.
 - D. Include an outline, and preferably at least draft content, of the Non-Permanent Employee basic orientation training in accordance with section 3.10.5.
10. Propose a program of Continuous Quality Improvement (CQI) that is fully compliant with all requirements of § 3.30.
11. Acknowledge the purchasing and inventory responsibilities of the Contractor as per § 3.21, and describe how those responsibilities will be satisfied. Acknowledge the requirement to:
- A. Purchase and provide all necessary supplies and equipment except as stated in §3.21.1 and § 3.21.1.4. Describe the procedure and timeframes for obtaining needed equipment.
 - B. Properly maintain all equipment.
 - C. Cooperate with the Medical Contractor in maintaining an up-to-date inventory and maintenance database of all equipment. Acknowledge the requirement for an annual inventory and participation in a contract start-up and contract-ending inventory, in cooperation with Department personnel and a current or successor contractor, including when the Contractor wins a successor contract.
12. Acknowledge that the Contractor bears ultimate responsibility for the delivery of mental health care to the Inmate population in all DPSCS facilities through a system of Intake screening, Intake examination, mental health sick call, regularly scheduled mental health chronic care clinics, effective and timely medication administration and Inpatient Mental Health Treatment Unit care.
- A. In conformance with § 3.23.4.2, describe the database that will be 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.
 - B. In conformance with § 3.23.5, specifically acknowledge the rounds and documentation requirements for Inmates in Inpatient Mental Health Treatment Units and isolation units.
 - C. In conformance with § 3.27, describe how the Offeror proposes to use Telemedicine in providing effective and efficient mental health care
 - D. In conformance with 3.22.7, acknowledge that all costs for laboratory services requested by Mental Health Professionals will be borne by the Offeror, if selected for award.



- E. In conformance with § 3.31, describe how all Peer Review requirements will be met. Also, note acceptance of the requirement of § 3.38.3.3 to provide priority notification if a specific Mental Health Professional (See 3.31.1) is determined not to meet professional standards, and describe what action will be taken regarding a specific Mental Health Professional judged not to meet professional standards.
- F. In conformance with § 3.32, describe how all Risk Management requirements will be met.
- G. Describe how the requirements of § 3.36 concerning sexual assault will be fulfilled.
13. Set forth a plan for assessment and initial treatment of all Inmates referred by the Medical Contractor arriving at any DPSCS facility, including BCBIC and DOC facilities (§ 3.24)
14. Acknowledge the criticality of mental health sick call services to the Inmate population and commit to providing an efficient and timely system of mental health sick call that is capable of identifying urgent needs and providing Inmates with necessary mental health care consistent with Custody restrictions, and describe how mental health sick call services will be provided. Describe the web-based scheduling software application to provide monthly staffing schedules that can be centrally accessed by appropriate Department personnel.
15. Include Quality Assurance and Performance Measurements that:
- A. Assure the delivery of screening and Assessment services (Section 3.24), sick call (Section 3.23.3), medication management and administration (Section 3.26), and transfer, discharge and release services (Section 3.28);
 - B. Assure the delivery of an effective Continuous Quality Improvement program (Section 3.30) and utilization management / utilization review program (Section 3.39); and
 - C. Measure staff performance.
16. Describe how the Offeror will handle all aspects of the administration of medications, to include:
- A. Ensuring that it will prescribe medications as medically necessary and appropriate
 - B. Storing and administering medications in its possession in compliance with relevant Regulatory Boards, DHMH, DEA, CDS and any other State and federal guidelines, and will ensure that all local, State and federal regulations regarding the dispensing of medications are followed.



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- C. Describing its plan to ensure that Inmates receive medications as prescribed by Mental Health Professionals without missing doses and without interruption. See Medication methodology and medication line locations (Attachment L).
- 17.
- A. § 3.37.3, Describe how many NexGen Super Users will be provided in each Service Delivery Area, their training and skill sets and how they will be available to provide assistance to Mental Health Staff.
- B. § 3.37.6, acknowledge agreement with the requirement to relinquish proprietary rights to any form created for use under the Contract and to cooperate with Department IT staff or any IT Contractor in the supplementation of the EHR.
18. In response to § 3.47 describe how the Offeror will fully comply with all transition and close-out requirements of this section.
19. Describe how the Offeror will meet the requirements of § 3.2.10 to provide employees of the Legal Services Provider access to Inmate institutional medical records, of Inmates who have executed releases authorizing the Legal Services Provider to review their records, and deliver to the Legal Services Provider photocopies of Inmate medical records within fifteen (15) days of the photocopy request.
20. In conformance with the Non-Compete Clause Prohibition contained in Section 1.36, each Offeror is to certify in its Technical Proposal that it will not seek to prevent any of its employees and agents below the Statewide management level from obtaining employment with a successor contractor.

TAB E. OFFEROR WEB-BASED STAFFING SOFTWARE SYSTEM

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

TAB F. INTERNAL ADMINISTRATIVE AND CLINICAL MANAGEMENT MEETINGS

In response to RFP § 3.6.3.4, the Offeror must describe in its technical response: (a) the proposed frequency of conducting internal administrative and clinical management meetings, (b) the attendees, and (c) typical or hypothetical issues to be discussed.

TAB G. OFFEROR ELECTRONIC STAFFING CREDENTIALS SYSTEM



In response to RFP § 3.8.2, the Offeror must describe in its technical response the Offeror's current web-based document management system that provides storage, retrieval, reporting and auditing capabilities for all of the Offeror's staff credentials/license renewals, or a draft Plan for providing the solution.

TAB H. OFFEROR ELECTRONIC TRAINING, SCHEDULING AND PEER REVIEW

In response to RFP § 3.10 and § 3.31, the Offeror must describe in its technical response the Offeror's current database, or a draft Plan for developing and maintaining a database with searchable, read-only access to the DPSCS Contract Manager made accessible via secure (password protected) internet or LAN connection, to include the following:

- Logs of staff/employee attendance at Contractor orientation, training and refresher training sessions.
- In-Service Training Schedules
- For any in-service that does not exclusively apply to mental health care services, describe how it shall reserve 10% of its database to allow other medical contractor to upload this information to the In-Service Training database.
- Date of peer review completion. (§ 3.31)

TAB I. OFFEROR ELECTRONIC DOCUMENT MANAGEMENT SOLUTION SYSTEM

In response to RFP § 3.15, the Offeror must describe in its technical response the Offeror's current solution, or a draft Plan for developing and maintaining a web-based document management solution that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's policies and procedures.

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

- A. In response to RFP § 3.41.2.1, the Offeror must describe in its technical response the Offeror's current Emergency Management Plan for mass outbreaks of infectious disease.
- B. In response to RFP § 3.41.3, the Offeror must commit in its technical response to participate in disaster and other types of drills and rehearsals, including repeating such activities if the results of a drill or rehearsal is deemed unsatisfactory.
- C. In response to RFP § 3.41.4, the Offeror must commit in its technical response to participate in at least one "man down" drill per facility per year.

TAB K. PERSONNEL/RESUMES



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.

The Offeror must describe its personnel capabilities in compliance with the overall performance requirements of the contract. Resumes should be provided for all Key Personnel proposed for this project. (See the Personnel Identification Caveat above). Key Personnel include: the Statewide Mental Health Director (See 1.2.22) and regional mental health directors, Contract Manager (See § 1.2.19) and regional managers (if the Contractor proposes to use such positions), Statewide Director of Nursing (See 1.2.21), and regional DONs.

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

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

Also, acknowledge the requirements of § 3.45 pertaining to the substitution of personnel and the Offeror's intent to fully comply with the requirements of this section.

TAB L. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES

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

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:
 - 1) A summary of the services offered
 - 2) The number of years the Offeror has provided these services
 - 3) The number of clients and geographic locations the Offeror currently serves
 - 4) A listing of Mental Health Correctional contracts since 2000; specify the following:
 - a) State the dates of the contract duration;
 - b) Specify federal, State, County, detention/Booking Facility (adult/juvenile) experiences;
 - c) Summarize the services offered;



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- d) Specify type of service (staffing only; full medical services; full medical, dental, mental health, pharmacy services; and consulting)
 - e) Indicate contracts that utilized performance based outcomes, research based best practices and elaborate;
 - f) Indicate any contracts using Electronic Health Records;
 - g) Indicate experience with research based, best practices;
 - h) List additional experiences that offerors would like the Department to consider.
2. All references shall include the identification of all contracts that your firm has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with, the general scope of services provided, the number of Inmates/clients serviced and the duration of the contract. If the contract is current, identify the contact person for references. If the contract is not current, indicate the cause for termination.
 3. As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract the Offeror is to provide:
 - The State Contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the Contract
 - The term of the Contract
 - The State employee contact person (name, title, telephone number and if possible e-mail address)
 - Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

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

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

4. The Offeror shall submit a Corporate Fact Sheet, that includes but is not limited to the following:
 - Corporate history, primary areas of specialization, and company size.
5. The Offeror shall evidence that it meets the Minimum Qualifications in RFP § 2, within three (3) years of proposal submission.
 - Three (3) years experience in the delivery of correctional mental health care within a correctional system;
 - Providing services to a minimum of six (6) different correction institutional locations;
 - Cumulative total of at least 10,000 Inmates for all locations; and



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- At least one correctional institution with 1,500 Inmates.

TAB M. LITIGATION / LEGAL ACTIONS

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

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

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

- The referenced document must be included in the Technical Proposal
- The location within the document where the requested information can be found should be specifically noted
- The information contained in the indicated section should be responsive to the information requested under this TAB. A generic statement in the document to the effect that there often are what might be called nuisance lawsuits filed against the Offeror will only be sufficient if it is a true statement. i.e., the Offeror is asserting that in its opinion no lawsuit filed against it is noteworthy.

TAB N. TERMINATED CONTRACTS

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

- The contracting entity
- The nature of the contract
- The value of the contract
- The intended original term of the contract



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

TAB O. FINANCIAL CAPABILITY AND INSURANCE:

The Offeror must provide:

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

TAB P. ECONOMIC BENEFIT FACTORS

NOTE: In providing the information required in this section, the Offeror should state its level of commitment per \$100,000 of Contract value. In other words, for each \$100,000 of Contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

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

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

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

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the procurement officer or other designated Department personnel



reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

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

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

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

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

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

TAB Q. SUBCONTRACTORS

Offerors must identify subcontractors (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the contract.

TAB R. PROBLEM ESCALATION CLAUSE

In response to RFP § 3.44, the Offeror must explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

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



BID/PROPOSAL AFFIDAVIT (Attachment B)

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

LIVING WAGE AFFIDAVIT (Attachment K)



4.5 Volume II – Financial Proposal

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

Additionally, the Form automatically will divide the Calculated Monthly Price by the Estimated Inmate Mental Health Population (EIMHP) to establish the Per Inmate Monthly Payment Adjustment Factor (PAF) to be used to adjust monthly payments in any month when the Actual Inmate Mental Health Population (AIMHP) varies from the EIMHP by more than 400 (plus or minus). When such adjustments are required, the payment increase or reduction will be calculated by multiplying the PAF by the number of inmates that exceed the 400 threshold. For example, if the AIMHP for a given month is 450 more or less than the EIMHP, then the PAF will be applied (plus or minus) for 50 inmates.



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SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed in accordance with COMAR 21.05.03 by a committee organized for that purpose. The Evaluation Committee will review proposals, participate in Offeror oral presentations and discussions and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for technical advice, as deemed necessary

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed below in descending order of importance:

- **Work Plan.** Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3)
- **Staffing,** including the number and type of personnel proposed, the skills and experience of such personnel, the proposed salary or hourly payment rates and described approaches to recruit, retain and train such personnel. For Key and other high level personnel Offerors identifying specific individuals with resumes, references, etc. will receive more consideration, assuming the identified personnel are judged acceptable, than Offerors that do not identify specific personnel, but only describe desired characteristics of such personnel for recruitment purposes.
- **Offeror Experience and Capabilities.**
- **Economic Benefit Factors.**

5.3 Financial Criteria

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

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily



provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures – General Selection Process

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

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

5.6 Selection Procedures – Selection Process Sequence

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



5.7 Selection Procedures

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

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

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ATTACHMENTS

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

ATTACHMENT A	Contract
ATTACHMENT B	Bid/Proposal Affidavit
ATTACHMENT C	Contract Affidavit
ATTACHMENT D	Minority Business Enterprise Participation Forms
ATTACHMENT E	Pre-Proposal Conference Response Form
ATTACHMENT F	Proposal Price Form – Mental Health Services
ATTACHMENT G-1	DPSCS Overview
ATTACHMENT G-2	DPSCS Average Daily Population
ATTACHMENT H-1	Duvall vs. O’Malley Consent Decree
ATTACHMENT H-2	Duvall vs. O’Malley Consent Decree Annotated
ATTACHMENT I	Mental Health Equipment Inventory/Condition
ATTACHMENT J	Vendor Electronic Funds Transfer (EFT) Registration
ATTACHMENT K	Living Wage Requirements
ATTACHMENT L	Facility-by-Facility Medication Distribution Method Requirements
ATTACHMENT M-1	DOC ARP Policy 185.003
ATTACHMENT M-2	DOC ARP Policy 185.002
ATTACHMENT M-3	DPDS Adult Help Request Process 180.4
ATTACHMENT M-4	DPDS Adult Grievance Procedures 180.1
ATTACHMENT N	Sample State Stat Staffing Report – State Stat Template
ATTACHMENT O	Mental Health Staffing Pattern
ATTACHMENT P	Release Policy
ATTACHMENT Q	Mental Health Liquidated Damages Table
ATTACHMENT R	IMMS Policy
ATTACHMENT S	Suicide Prevention Program/Manual
ATTACHMENT T	Telemedicine/Telepsychiatry Locations
ATTACHMENT U	Mental Health Strategic Vision
ATTACHMENT V	Medical Record Manual
ATTACHMENT W	Sample State Stat
ATTACHMENT X	Contract Compliance Checklist
ATTACHMENT Y	Reports and Meetings
ATTACHMENT Z	Sample Mental Health Utilization Report
ATTACHMENT AA	CPI Medical Services Index FY12
ATTACHMENT BB	MCAC MOU



Request for Proposals (RFP)
Inmate Mental Health Care Services

Solicitation No:
DPSCS Q001002014
