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**Amendment #9**  
**to**  
**REQUEST FOR PROPOSALS (RFP)**  
**DPSCS INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES**  
**SOLICITATION NUMBER DPSCS Q0012013**  
**JANUARY 27, 2012**

Ladies and Gentlemen:

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

1. Revise Section 1.2 (**Abbreviations and Definitions**) to **add** the following terms/definitions:

**1.2.114 “Inpatient Mental Health Treatment Unit (IMHU)” 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.**

**1.2.115 “Permanent Employees” are Staff (See § 1.2.93) that are anticipated to be employed for more than 30 days and that are expected to work On-site (See § 1.2.109) 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”.**

**1.2.116 “Durable Medical Equipment (DME),” includes but is not limited to prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheel chairs.**

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2. Revise the RFP to add a new Section 1.36 entitled Non-Compete Clause Prohibition, as follows:

1.36 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 Medical 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-competes clauses to which the employee may be subject. The Offeror agrees not to enforce any non-competes 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 response to Cure Letter #1 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-competes clause to discourage an employee below the Statewide level from agreeing to work for a successor contractor in violation of RFP requirements, the Department shall assess liquidated damages and 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 R of the Contractor’s technical proposal times 540 hours. (See last line entry on REVISED Attachment V).

3. Revise Section 3.2 (**General Provisions and Other Requirements**), as follows:

3.2.11 The Contractor must respond to all Custody “Use of Force” (See § 1.2.99) and similar incidents to evaluate and treat Inmates and State staff, as necessary. Contractor Clinicians or Healthcare Professions shall not be required to participate in the act of extraction ~~or in potential forensic issues~~. However, Contractor Clinicians and/or Healthcare Professionals shall participate in rendering care associated with extractions including, if applicable, treatment for exposure to chemical agents and removal of barbs associated with electronic weapons.

3.2.14 The Contractor must fully cooperate with the Department to implement the requirements of any Memorandum of Understanding (MOU) or Agreement entered into between the Department and any entity concerning the delivery of Inmate healthcare services. (See also § 3.16.2). For instance, the Department has entered into an MOU with the Federal Bureau of Prisons regarding the management of federal Inmates at MCAC under which the Department has agreed to obtain and maintain compliance with the standards for jails propagated by NCCHC within 36 months of the signed MOU dated September 1, 2010. The current 36 month NCCHC accreditation deadline is August 31, 2013. Within 60 days after the Go Live Date (See § 1.4.3), the Contractor shall submit an NCCHC Compliance Plan to the DPSCS Contract Manager.

**The Contractor 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 Contractor will be required to 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 HH (MCAC MOU).**

4. Revise Section 3.3.1.1.1 (**Billing**) and **add** Section **3.3.1.1.2**, as follows:

3.3.1.1.1 By the ~~10<sup>th</sup>~~ of each **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 clinical position hours required versus the actual clinical position hours provided during the preceding month. (See § 3.6.1.2 and §3.11.1) This report will be used by the Department to calculate any liquidated damages due the Department for the preceding month.

**3.3.1.1.2 By the 10<sup>th</sup> of the month, the Contractor shall ensure its web-based staff scheduling software is updated to reflect all required clinical position vacancies for the Department’s Medical Director to review.**

5. Revise Section 3.3.2.5 (**Billing / Billing Adjustment for Inmate Census Changes**), as follows:

3.3.2.5 Except as described in § 3.3.2.6, the Contractor’s Monthly Price from its financial proposal (Attachment F-2 ~~and F-3~~) shall cover all Staff services, specialist care, hospitalization, diagnostic and laboratory services, supplies, equipment (except as noted in § 3.21.1.4), the cost of all offsite services

including hospitalization, all overhead and administrative costs, and any other costs associated with the full provision of care, including any fees associated with licenses, certifications required by entities such as but not limited to ACA, NCCHC, Board of Nursing, CLIA and the Maryland Department of Health and Mental Hygiene as set forth within this RFP, regardless of whether any adjustment of this Price occurs due to the above described variation in the Inmate Average Daily Population. The cost of medications is not to be included in the Monthly Price.

6. Revise Section 3.5 (**Geographical & Inmate Status Scope of Responsibility**) and **add** Section **3.5.4**, as follows:

**3.5.4 The Department has the following Inpatient Mental Health Treatment Units (IMHTU) 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**

7. Revise Section 3.6.3.1 (**Contractor Staffing and Management**), as follows:

3.6.3.1 The Contractor shall have a Statewide Medical Director and Statewide DON, which shall be separate and distinct from the Contractor's Contract Manager. (See § 1.2.25 ~~1.2.25~~) **The Statewide Medical Director must be a physician (MD) licensed in Maryland and be Board certified or Board eligible in Internal Medicine, Primary Practice or Family Practice. The Statewide DON must be a master's level Nurse (RN) registered in Maryland.** These Statewide positions shall be strategically placed organizationally to properly oversee the total delivery of Inmate healthcare services required by this RFP. Facility medical staff, including Clinicians, shall report to a Contractor ~~facility~~ Regional Medical Director who in turn shall report to the Contractor Statewide Medical Director. Similarly, Healthcare Professionals and other Staff, including nurses, clerks, and schedulers, ~~and other Staff~~ necessary to perform daily functions of Inmate healthcare and health problem prevention, shall report to a Contractor ~~facility~~ DON or nursing supervisor, as appropriate, who in turn shall report to the Contractor Statewide DON for all clinical related activities, unless the DPSCS

Manager/Director agrees in writing to a different reporting structure. The management structure indicated on the organization chart shall constitute a critical component of the staffing pattern for which the Contractor is obligated. (See Attachment R and the Specialist Staffing Positions in Attachment CC (the CCC)).

8. Revise Section 3.10.3.1 (**Contractor Staff Orientation and Training**), as follows:

3.10.3.1 Security orientation and training for up to forty (40) hours within no less than forty (40) days after Contract Commencement for Permanent Employees (See § 1.2.115) of the Contractor or subcontractor(s). Permanent Employees are individuals anticipated to be employed for more than 30 days. Permanent Employees of the Contractor or subcontractor(s) include specialists who may be employees of the Contractor, subcontractor(s) or functioning as an independent subcontractor and who routinely provide On-site (See § 1.2.109) consultant or other recurring Inmate healthcare services.

9. Revise Section 3.10 (**Contractor Staff Orientation and Training**) to **add** Section **3.10.3.1.3** and all subsections, as follows:

**3.10.3.1.3 Before being permitted to work at any Department facility, any Staff (see 1.2.93) 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 1.2.115), 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, vacancies, or for any other On-site purpose.**

**3.10.3.1.3.1 The basic orientation training described in 3.10.3.1.3 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.**

**3.10.3.1.3.2 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.

**3.10.3.1.3.3** As per Section 3.16.1.1, the Contractor must provide a finalized version of this Non-Permanent Employee basic orientation training for review and approval.

10. Revise Section 3.21 (Equipment and Supplies) to **add** Section **3.21.1.4.1**, as follows:

**3.21.1.4.1 The Contractor shall not be responsible for providing medication carts used in any IMHU/IMHTU.**

11. Revise Section 3.21.3.1 (Equipment and Supplies), as follows:

3.21.3.1 **All** ~~€~~ customized **DMEs, including customized** wheelchairs **previously provided to Inmates** will be given to Inmates upon **discharge**/release. On a case-by-case basis, consideration for a standard wheelchair to accompany an Inmate upon release will be reviewed by the appropriate ACOM.

12. Revise Section 3.21.4 (Equipment and Supplies), as follows:

3.21.4 All equipment and supplies purchased under this Contract become the property of the State. **In accordance with 3.41.5 (9), as revised, if it's determined by the Contractor's discharge/release staff that it's appropriate to provide the Inmate being discharged with any non-customized DME, the Contractor shall provide such DME at the time of release. Expense of that equipment will be borne by the Contractor.**

13. Revise Section 3.25 (Intake Triage and Screening) to **add** Section **3.25.13**, as follows:

**Weekenders**

**3.25.13 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, but would require an intake screening utilizing the IMMS form within two hours of entry into a facility, and if determined, continuation of medication during their weekend(s) stay.**

14. Revise Section 3.25.6 (**Intake Triage and Screening**), as follows:

3.25.6 The Clinician shall perform a pregnancy test on all female ~~Inmates~~ **Inmates/Arrestees** as a part of the reception process within 2 hours of entry to MCIW, MCAC and **WDC** ~~WTC~~ facilities.

15. Revise Section 3.29 (**Medication**) to **add** Section **3.29.7** entitled (**Clotting Factor Medications**), as follows:

**Clotting Factor Medications**

**3.29.7 The Contractor is not responsible for purchasing medications that treat clotting deficiencies such as factors 8, 9 and 5. The Pharmacy contractor is expected to provide these medications.**

16. Revise Section 3.32.3.1 (**Emergency Medical Care**) and delete Section 3.32.3.2, as follows:

3.32.3.1 The Contractor shall maintain and test all emergency medical equipment ~~weekly~~ **daily every shift** and record findings on a paper log kept at the site of the emergency equipment, including emergency carts and AEDs per DPSCS guidelines and manufacturer's recommendations.

~~3.32.3.2 A record of such maintenance and testing, to include the date and time of the inspection as well as the name and title of the person performing the inspection, repair, etc. shall be maintained in the Contractor's database. The DPSCS Contract Manager shall have searchable read-only access to the database via secure (password protection) internet or LAN connection.~~

17. Revise Section 3.33 (**Inpatient Hospitalization**) to **add** Section **3.33.5**, as follows:

**3.33.5 If it is determined that Off-site specialty or hospital care is required for an Inmate for other than exclusively a mental illness related condition the Contractor shall refer an Inmate patient for Off-Site specialty or hospital care only in conjunction with its Utilization Management process. The Medical Contractor will be responsible for the cost of such care.**

**If the Mental Health Contractor determines that an Inmate needs to be referred for Off-site specialty or hospital care it will do so in conjunction with the Contractor's Utilization Management process. The Contractor will fully cooperate**

with the Mental Health Contractor in this regard. In the event of an exclusively mental illness related Off-site specialty or hospital care admission the Mental Health Contractor will be responsible for the expensive, if any.

18. Revise Section 3.41.5 (**Transfer and Release**) and add parenthesis (9), as follows:

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

(9). Determination upon referral to a community medical care provider that the community medical care provider shall have the capability to assess and assist with providing the appropriate DME, as needed.

NOTE: The remainder of Section 3.41.5 is unchanged.

19. Revise Section 3.41 (**Transfer and Release**) to add Section 3.41.7, as follows:

3.41.7 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 3.41, within whatever advance notice timeframe is provided, whether that advance notice is 30 days, 1 week, or 24 hours.

20. Revise Section 3.42 (**Diagnostics – Laboratory**) to add Section 3.42.2.1, as follows:

3.42.2.1 The term “diagnostic service” does not include urine testing for the detection of drug or alcohol use. Drug and alcohol testing is conducted through a separate DPSCS contract.

21. Revise Section 3.55.1 (**Continuous Quality Improvement [CQI]**), as follows:

3.55.1 The Contractor shall implement ~~the~~ a CQI program, under the direction of a CQI Director who shall be a RN with, at a minimum, a bachelor’s degree. and As part of this CQI program, the Contractor shall participate, as required by the Department ~~Contract Manager~~ Director of Nursing and Department Medical Director, 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 - § 3.56, § 3.57, § 3.58 and § 3.72, respectively.

**22. Revise Section 3.69.1.2.3 (Utilization Review/Utilization Management [UM]), as follows:**

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

- **Some cases will be determined to be eligible for Medicaid at the time of admission to the outside hospital;**
- **Such cases will result in the outside hospital receiving payment for services directly from Medicaid, which is an example of a direct payment.**

**In order to receive the 10% incentive, the Contractor shall track all Medicaid payments, both reimbursement and direct payments, in excess of \$100.00 for the full duration of the contract and submit a monthly Reimbursement / Direct Payments Summary Report (See Attachment AA) of all such payments to the DPSCS Contract Manager** (See also § 3.77.2.1 and Contract § ~~5.4 4-8~~).

**23. Revise Section 3.73.1.1 (Data and Reports), as follows:**

3.73.1.1 Implement the use of a web-based document management solution that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor’s data and reports cited in Attachment AA-1 in the form and format as required by the Department Contract Manager. **All utilization management reports contained in this web-based document management solution shall be make available to the Other Healthcare Contractors at the discretion of the appropriate DPSCS Manager/Director.**

**24. Revise Section 4.4 Tab D (Volume I – Technical Proposal / Offeror Technical Response To Rfp Requirements) to add Sections 1.27 and 1.28, as follows:**

**1.27 Provide an affirmative statement that the Offeror 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 accordance with § 1.36.**

**1.28 Provide an outline, with draft content at a minimum, of the Non-Permanent Employee basic orientation training in accordance with § 3.10.3.1.3.**

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

26. Replace the **Monthly Activities / Requirements** (pages 6 and 7) from **Attachment CC Contract Compliance Checklist** with the attached version.

27. Replace **Attachment V Liquidated Damages** (to invoke the Non-Compete Clause Prohibition for its Staff below the Statewide management level) with the attached version.

Date Issued: **January 27, 2012**

By: <signed>  
Andrea R. Lockett  
Procurement Officer

Enclosures:

Attachment V Liquidated Damages  
Attachment AA-1 Reports  
Attachment CC Contract Compliance Checklist