Request for Proposals

INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES

Solicitation No. DPSCS Q0012013

For ease of reference in preparing Proposals, this copy of the RFP incorporates all Amendments:

No. 1, dated: August 31, 2011
No. 2, dated: October 11, 2011
No. 3, dated: October 20, 2011
No. 4, dated: October 31, 2011
No. 5, dated: November 12, 2011
No. 6, dated: November 15, 2011
No. 7, dated: November 16, 2011
No. 8, dated: November 22, 2011
No. 9, dated: January 27, 2012
No. 10, dated: February 17, 2012
No. 11, dated: March 2, 2012
No. 12, dated: March 15, 2012

NOTE: THIS IS AN UNOFFICIAL COPY OF THE RFP. THE RFP (ISSUED JULY 8, 2011) AND THE AMENDMENTS (RELEASED AS DATED ABOVE) REPRESENT THE OFFICIAL VERSION OF THE RFP.

Department of Public Safety and Correctional Services

Issue Date: July 8, 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/CONTRACTORS

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 proposals. If you have chosen not to submit a proposal on this contract, please email (alockett@dbm.state.md.us) or fax (410-974-3274) this completed form to the attention of Ms. Andrea R. Lockett.

Title: **INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES**

Solicitation No: DPSCS Q0012013

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 contract is not in our business line.
   - ( ) We lack experience in the work/commodities required.
   - ( ) The scope of work is beyond our current capacity.
   - ( ) We cannot be competitive. (Please explain below.)
   - ( ) The specifications are either unclear or too restrictive. (Please explain below.)
   - ( ) Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
   - ( ) Time for completion is insufficient.
   - ( ) Bonding/insurance requirements are prohibitive. (Please explain below.)
   - ( ) Doing business with government is simply too complicated.
   - ( ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
   - ( ) 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: _____

_____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (_____) _____ - _____

Address: _____

Email: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

Inmate Medical Health Care and Utilization Services

Solicitation No. DPSCS Q0012013

RFP Issue Date:	**Friday, July 8, 2011**
RFP Issuing Office:	**Department of Public Safety and Correctional Services**
Procurement Officer:	**Andrea R. Lockett** **Phone: (410) 260-7374 / Fax: (410) 974-3274** **Email: alockett@dbm.state.md.us**
Proposals are to be sent to:	**Department of Budget and Management** **Division of Procurement Policy & Administration** **45 Calvert Street, Room 141** **Annapolis, MD 21401** **Attention: Ms. Andrea R. Lockett**
Pre-Proposal Conference:	**Monday, July 18, 2011 – 10:00 AM – 12:30 P.M. (Local Time)** **Maryland Department of Transportation Headquarters** **7201 Corporate Center Drive** **Richard Trainor Conference Room, 1st Floor** **Hanover, MD 21076**
Closing Date and Time:	**Tuesday, December 13, 2011 at 1:00PM (Local Time)**

NOTE: 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. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word.

Minority Business Enterprises are encouraged to respond to this solicitation.

Table of Contents

Section 1 General Information

1.1 Summary Statement

The Department of Public Safety and Correctional Services (DPSCS), is soliciting proposals from qualified Offerors to provide Inmate medical services with utilization management within the confines of specified correctional institutions of the Maryland Division of Correction and Maryland Department of Pretrial Detention and Services.

DPSCS intends to award one Contract to the Offeror whose proposal is deemed most advantageous to the State.

1.2 Abbreviations and Definitions

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

1.2.1 "**Admission**" means an individual who is being processed into any Department facility.

1.2.2 "**ARP**" means Administrative Remedy Process.

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 Programs and Services, charged with oversight of contract operations within a particular Service Delivery Area.

1.2.5 "**Arrestee**" means an individual who is arrested in Baltimore City and delivered by the police to the Baltimore Central Booking and Intake Center.

1.2.6 "**Assessment**" means an evaluation of an Inmate's well-being, including objective data that supports findings made during the Assessment, followed by a plan of care that identifies the specific needs of the Inmate and how those needs will be collectively addressed by the staff of the Contractor, the Department and Other Healthcare Contractors.

1.2.7 "**AED**" means Automated External Defibrillator.

1.2.8 "**BCBIC**" means Baltimore Central Booking and Intake Center.

1.2.9 "**BCDC**" means Baltimore City Detention Center.

1.2.10 "**BID**" means twice a day.

1.2.11 "**BPW"** means The Maryland Board of Public Works.

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 "**CRNP"** means Certified Registered Nurse Practitioner.

1.2.14 "**Chesapeake Regional Information Sharing for Patients**" or "**CRISP**" means a statewide health information exchange system.

1.2.15 "**CIWA**" means Clinical Institute Withdrawal Assessment, a tool used to measure withdrawal complications related to alcohol.

1.2.16 "**CLIA**" means Clinical Laboratory Improvement.

1.2.17 "**Clinical Pharm D**" means an individual who has obtained a Doctorate of Pharmacy Degree. A Clinical Pharm D provides direct-patient care by performing comprehensive clinical Assessments as they relate to medication needs. In addition, a Clinical Pharm D collaborates with the integrated healthcare team to provide quality patient care that advances the treatment or prevention of disease.

1.2.18 "**Clinician**" means a Physician, Certified Registered Nurse Practitioner (CRNP), or Physicians Assistant (PA).

1.2.19 "**Collegial Review**" means a review conducted by a Clinician with equal or greater credentials and skills of services (diagnoses, treatments, documentation, etc.) than those provided by a practicing Clinician.

1.2.20 "**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, technology data.

1.2.21 "**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.

1.2.22 "**Contract**" means the Contract between the State and the Contractor for the provision of services solicited by this RFP; the form contract for this procurement is provided as **Attachment A: Contract**.

1.2.23 "**Contract Period**" means the length of time the Contractor must maintain the same Monthly Price per Inmate (See Attachment F-1, F-2 and F-3) except for Inmate census adjustments as per § 3.3.2, and Firm Fixed Pricing for Optional Services (See Attachment F-4 and § 3.3.4).

There are five contract periods covered by this Contract. The first Contract Period shall run from the date of Contract Commencement (See § 1.4) through June 30, 2013. The four Contract Periods following the first Contract Period shall each be for 1 year, and will coincide with the State Fiscal Year. The State Fiscal Year (FY) runs from July 1st of one year to June 30th of the next year.

1.2.24 "**Contractor**" means the successful Offeror to this RFP that is awarded a Contract by the State for Inmate Medical Health Care and Utilization Services.

1.2.25 "**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.

1.2.26 "**Contractor's Statewide Medical Director**" means the physician appointed by the Contractor who provides guidance, leadership, oversight and quality assurance to the Contractor's Clinicians. (See § 3.6.3.1)

1.2.27 "**COWS**" means Clinical Opiate Withdrawal Scale; a tool used to evaluate the extent of withdrawal related to opiates.

1.2.28 "**Custody**" as appropriate means: 1. Department of Public Safety and Correctional Services personnel who are part of the security operations (i.e. guards, wardens, etc.). 2. That an individual is under the jurisdiction of the Department as an Inmate or Detainee.

1.2.29 "**Decompensation**" means the deterioration of an Inmate's existing defense mechanisms, which may occur due to fatigue, stress, illness, or old age. (See RFP § 3.30.1).

1.2.30 "**Department**" or "**DPSCS**" means the Department of Public Safety and Correctional Services.

1.2.31 "**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.

1.2.32 "**DPSCS** or **Department Medical Director**" means the State physician who is primarily responsible for providing medical guidance to the Contractor.

1.2.33 "**DPSCS** or **Department 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.

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

1.2.35 **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), including individuals with a bedside commitment. (See § 3.5.1.4)

1.2.36 "**DON**" means Director of Nursing.

1.2.37 "**Dispensary**" means an area in a DPSCS facility from which medical supplies and medications are administered/given and clinical processes such as sick call, emergency and other patient encounters may be rendered.

1.2.38 "**Division of Correction (DOC)**" means the State prison system for Maryland within the Department of Public Safety and Correctional Services. Governance of the DOC is in accordance with Title 3 of the Correctional Services Article, Maryland Annotated Code.

1.2.39 "**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 DPDS is in accordance with Title 5 of the Correctional Services Article, Maryland Annotated Code.

1.2.40 "**EHR" or "Electronic Health Record**" means the electronic portion of the ~~a~~ comprehensive record that includes sections representing documentation opportunities for Medical, Mental Health, Dental and Pharmacy specific information, including templates and forms.

1.2.41 "**e-MAR**" or "**Electronic Medical Administration Record**" means the electronic component of the EHR used specifically to document the nursing administration of medication orders by the Clinician. e-MAR is also the electronic version of the MAR.

1.2.42 "**Episode**" means a single admission to a community-based acute and/or chronic care medical facility, including transfers from an acute to a chronic facility setting (or vice versa), whether it is a facility of the same medical provider or a different medical provider, resulting from the same condition.

1.2.43 "**Extraordinary Care**" means care rendered beyond sick call or routine illness or treatment for a chronic condition. Extraordinary Care includes, but is not limited to, all specialty care (on and offsite), all off-site inpatient care, treatment for Hepatitis C, all emergency transportation and emergency treatment, all durable medical equipment (including prostheses, wheel chairs, glasses, etc.) whether temporary or permanent, dialysis (whether on or offsite), and any special equipment required for treatment (such as special hospital beds, etc.).

NOTE: Extraordinary Care generally refers to services that cannot be rendered in DPSCS facilities which require extended care; e.g. intubated patients; Extraordinary Care includes all services that under ordinary circumstances would be the responsibility of Other Healthcare Contractors.

All Extraordinary Care expenses are the responsibility of the Contractor.

1.2.44 "**Fill Rate**" means the monthly percentage of hours filled per clinical position Statewide 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.

1.2.45 "**First Line Staff**" means direct care Staff who initiate the triage and treatment of Inmates onsite.

1.2.46 "**Healthcare Professional**" means representatives from the medical disciplines that provide clinical related services under the Contract to include but not be limited to nursing, medical records, various technicians and support staff. Healthcare Professional does not include Clinician as defined in Sections 1.2.18.

1.2.47 "**Heat Stratification Category"** means a classification of an Inmate's ability under certain living conditions to, without undue physical harm, withstand exposure to high temperatures as related to the level and duration of that exposure.

1.2.48 "**History**" means an account of a patient's/Inmates past and present state of health obtained from the patient/Inmate.

1.2.49 "**Hospital-Based Inpatient Care**" means admission to a community-based acute and/or chronic care medical facility.

1.2.50 **"Immediate"** means an emergency action that should be acted upon in a timely manner in priority to any other action that would normally occur.

1.2.51 "**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 action(s) will be taken.

1.2.52 "**IMHU**" means Inpatient Mental Health Unit, a location in BCDC that houses Inmates who require inpatient psychiatric care.

1.2.53 "**IMMS**" means Intake Medical/Mental Health Screening Instrument.

1.2.54 "**Inmate**" means any person sentenced to or incarcerated within the Division of Correction, the Patuxent Institution, or the Division of Pre-trial Detention and Services, 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.

1.2.55 "**Intake**" means the initial medical screening process of an Inmate.

1.2.56 "**KOP**" means medication(s) required to Keep On Person.

1.2.57 "**Line Staff**" means direct care Staff who are responsible for the day to day operations of clinical activities directly impacting processes that support Inmate care onsite.

1.2.58 "**Local Inmate**" means an individual held in a local county correctional facility other than Baltimore City. Local Inmates exceeding the $25,000 cost limit identified in § 3.69.5 may be admitted to a DPSCS facility, in which case they become an "Inmate" and must receive services from the Contractor as required by this Contract.

1.2.59 "**LPN**" means Licensed Practical Nurse.

1.2.60 "**Maintaining Facility/Institution**" means any correctional facility within the DPSCS that houses Inmates in a setting other than reception processing.

1.2.61 "**Management Associate**" means the individual assigned to the Department's Contract Manager, Medical Director or Director of Nursing as indicated in each section, responsible for gathering data reports and other documents.

1.2.62 "**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.

1.2.63 "**Maryland Primary Adult Care Program (PAC)"** means a program of primary health care, certain outpatient mental health services, and prescription drugs for low-income eligible Maryland residents. Applicants must be 19 years of age or older, not eligible for Medicare, and a U.S. citizen or a qualified alien who meets all requirements for benefits. The PAC application can be located here: http://www.dhmh.state.md.us/mma/pac/pdf/pacapplication.pdf. (See § 3.41.6)

1.2.64 "**MCIW**" means Maryland Correctional Institute of Women.

1.2.65 "**Methicillin-Resistant Staphylococcus Aureus (MRSA)**" means a bacterial infection that is highly resistant to some antibiotics.

1.2.66 "**MIEMSS**" means Maryland Institute for Emergency Medical Services Systems.

1.2.67 "**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.

1.2.68 "**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.

1.2.69 "**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.

1.2.70 "**NTP**" or "**Notice to Proceed**" means a written notice from the Procurement Officer of the Go Live Date of the contract (See § 1.4.3).

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, or if the Department decides to exercise any of the optional services identified in this RFP.

1.2.71 "**Offender Case Management System (OCMS)**" means the Department's computerized system which includes Inmate demographic and facility location information, as well as the IMMS.

1.2.72 "**Offeror**" means any entity that submits a proposal in response to this RFP.

1.2.73 "**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.

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

1.2.75 **"Other Healthcare Contractors"** means any or all of the entities under contract with the Department for the specialized delivery of Dental, Mental Health or Pharmacy services to Inmates under the jurisdiction of the Department. These Other Healthcare Contractors may be individually referred to in the RFP as the Dental Contractor, Mental Health Contractor and Pharmacy Contractor.

1.2.76 "**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 Contractor's Regional Medical Director or the Mental Health Director under the Mental Health contract.

1.2.77 "**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.

1.2.78 "**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.

1.2.79 "**PPD**" means Purified Protein Derivatives.

1.2.80 "**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.

1.2.81 "**Pre-Release Facility**" means a facility designed for programs associated with discharge/release planning for a specific designated group of Inmates that will be returning to the community within the near future.

1.2.82 "**Rapid Plasma Reagin (RPR)**" means a screening test for syphilis.

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

1.2.84 "**RIE**" means Reception/Intake Exam or 7 day Intake Physical.

1.2.85 "**RN**" means Registered Nurse.

1.2.86 "**Route**" is the means of administering medication.

1.2.87 "**Sentenced**" means an individual who is the subject of a judgment of conviction signed by a judge.

1.2.88 "**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 SDA's are Eastern, Jessup, Baltimore, and Western. The Western SDA merges the Western and Hagerstown DOC regions. (See RFP §3.5 for an extended description of the regions.)

1.2.89 "**Sick Call Slip**" means a slip that the Inmate completes and places in a designated box when requesting medical services.

1.2.90 "**STD**" means Sexually Transmitted Disease.

1.2.91 "**Special Confinement Populations**" means any population housed together within a correctional facility, subject to restrictions within the facility due to its status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody and special needs units.

1.2.92 "**Special Needs Unit**" 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 units; 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. The current units are identified in the column labeled "Pill Line at Mental Health Units" on Attachment N.

1.2.93 "**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.

1.2.94 "**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.

1.2.95 "**Telemedicine**" means the offering and coordinating of medical and/or mental health services through audio and video equipment specifically designated and designed for medical meetings and consultation services.

1.2.96 "**Treatment Plan**" means the planned course of treatment recorded in a specific Inmate's medical record.

1.2.97 "**UM**" means Utilization Management.

1.2.98 "**UMMS**" means University of Maryland Medical System.

1.2.99 "**Use of Force**" means a correctional term describing a response to any incident in which legal deterrent force was required to be applied.

1.2.100 "**Watch Take**" means the direct observation of medication administered to a patient by medical staff.

1.2.101 "**Business Days**" means the official working days of the week to include Monday through Friday. Official working days excludes State observed holidays and other days when the State as a whole is officially closed. For the purposes of this Contract holidays and other days when the State as a whole is closed are collectively referred to as Holidays (State Holidays, can be found at: www.dbm.maryland.gov – keyword: State Holidays). Any time the Contractor is to provide a service Monday through Friday, to include State observed Holidays, the description of these circumstances in the RFP will be "Monday through Friday Including Holidays".

1.2.102 "**DHMH**" means the Maryland Department of Health and Mental Hygiene.

1.2.103 "**Hemoglobin A1C**" means a form of hemoglobin which is measured primarily to identify the average plasma glucose concentration over prolonged periods of time.

1.2.104 "**HSCRC**" means Health Services Cost Review Commission.

1.2.105 "**INR**" means International Normalized Ratio; a system established by the World Health Organization (WHO) and the International Committee on Thrombosis and Hemostasis for reporting the results of blood coagulation (clotting) tests. All results are standardized using the international sensitivity index for the particular

thromboplastin reagent and instrument combination utilized to perform the test. (See § 3.73.1.4.6)

1.2.106 "**Key Personnel**" means any employee of the Contractor or subcontractor(s) identified in § 4.4, Tab R and any other employee identified in the technical proposal as being essential to the performance of the Contract.

1.2.107 "**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 Healthcare Professional.

1.2.108 "**Off-site**" means any location that is not "On-site".

1.2.109 "**On-site**" means physically on the premises of a Department facility.

1.2.110 "**Pre-Trial**" means an Arrestee awaiting trial who is in the custody of the Division of Pre-trial Detention and Services. (See § 1.2.39)

1.2.111 "**StateStat**" means a data-based performance-measurement and management tool for state government.

1.2.112 "**Medication Room**" means a secured area, within a dispensary or infirmary, in which medication and medication cards are stored and secured, along with the secure storage of narcotics.

1.2.113 "**Medical Co-Pay**" means, as per DPDS policy 245.008, that Inmates must pay a nominal fee for access to certain types of routine medical services. (See § 3.2.8)

1.2.114 "**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.

1.2.115 "**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.

1.3 Contract Type

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

1. The primary contract type component is characterized by Fixed Contract prices that are subject to adjustment in terms of 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));

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

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

4. Incentive payments as described in RFP § 3.6.6, § 3.69.1.2.3 and Contract § 5.4. (See COMAR 21.06.03.04 (A)(2)).

1.4 Contract Commencement and 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 June 30, 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 (defined below). 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 ~~1.4.3~~, and the offerings in the Technical Proposal.

1.4.5 The Contractor's obligations to pay invoices to entities that provided services for Inmates during the Contract term as described in § 3.3.5 and §3.77.3, to remit third party reimbursements to the Department as described in §3.77.2.1, and certain obligations as noted in §3.77.1 and the audit, confidentiality, document retention, and indemnification obligations of the Contract (Attachment A), shall survive expiration of the Contract and continue in effect until all such obligations are satisfied.

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:

Andrea R. Lockett
Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 141
Annapolis, Maryland 21401
Telephone: (410) 260-7374 / Facsimile: (410) 974-3274
Email: alockett@dbm.state.md.us

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

1.6 Contract Manager

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

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

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference ("Conference") will be held on Monday, July 18, 2011, beginning at 10:00 AM (Local time; Eastern Time Zone as observed by the State), at the following location:

Maryland Department of Transportation Headquarters
7201 Corporate Center Drive
Richard Trainor Conference Room, 1st Floor
Hanover, MD 21076

All interested prospective Offerors are encouraged to attend the Pre-Proposal Conference in order to facilitate better preparation of their proposals and understanding of the RFP requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Conference, it is requested that by Wednesday, July 13, 2011, all potential offerors planning to attend return the Pre-Proposal Conference Response Form (Attachment E) preferably via e-mail, or facsimile, to the Procurement Officer. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, the State requests that at least ten days advance notice be provided. DBM/DPSCS representatives will make reasonable efforts to provide such accommodation.

1.8 Questions

The Procurement Officer, prior to the Conference, 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 preferably by e-mail, or by mail or facsimile 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, 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).

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 Offeror's 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 security on arrival at each facility.

All prospective Offeror's 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 Offeror's 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 Offeror's 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.

Potential Offeror dates for tours will be scheduled and posted on eMaryland Marketplace and the DPSCS and DBM websites no later than July 22, 2011.

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 five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **1:00 PM (local time) on Tuesday, December 13, 2011** in order to be considered. An electronic version (on CD) of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. Two electronic versions (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 21.05.03.02(F) and 21.05.02.10, proposals received by the Procurement Officer after the due date, **December 13, 2011 at 1:00 PM (local time)** shall not be considered.

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

1.11 Duration of Offer

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

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM and DPSCS web pages and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall 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, excluding the cost of the Offsite Secondary Care (See § 1.2.74) and the cost of any Optional Services (See §§ 3.3.4, 4.4 Tabs L, N and Q, and Attachments F-3, F-4 and F-5)**. In order to calculate this Offsite Secondary Care exclusion, with each monthly MBE report the Contractor shall separately identify all Offsite Secondary Care costs incurred for that reporting period. The Department reserves the right to require documentation of all such Offsite Secondary Care costs.

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

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

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

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

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, included 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 and terms and conditions 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. For purposes of Section B of the Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), please note that any company incorporated outside of Maryland is considered a "foreign" company. This Affidavit must be provided within five (5) business days after notification of proposed Contract award.

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:

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.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

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, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (**Attachment M: Living Wage Requirements for Service Contracts**). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not 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; currently **$12.49** per hour in the Tier 1 Area and **$9.39** per hour in the Tier 2 Area **(effective September 27, 2011)** but subject to an annual adjustment [*increase or decrease*]. 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 §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 determined to be a **Tier 1** contract.

Information pertaining to reporting obligations may be found by going to the following DLLR Website: http://dllr.maryland.gov/labor/prev/livingwage.shtml

Questions regarding the application of the Living Wage Law relating to this procurement should be directed to the Procurement Officer.

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

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, and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the

Contract, §30 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.31 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor 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 L and can be downloaded at the following URL: http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/APM/gadx-10.pdf

1.32 eMaryland Marketplace (eMM)

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 Damages

1.33.1 It is critical to the success of the State's programs that medical and utilization services be maintained in accordance with the agreed upon schedules. It is also critical to the success of the State'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 State in the event of delays or failures in service, reporting and attendance of Contractor personnel for scheduled work and provision of services to the State agencies served by this Contract. The State 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 V, 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 State as liquidated damages, the State, 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 V.

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 V.

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 CPI Contract Price Adjustment

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. No adjustment will be permitted for the prices quoted for the three optional services on price forms F-3, F-4 and F-5. The adjustment shall be based on the change in the Consumer Price Index as described in § 1.34.2 below.

1.34.2 Consumer Price Index Information

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

1.34.2.1.1 At least sixty (60) calendar days prior to the 3rd and 4th contract anniversary dates which mark the beginning of the 4th and 5th Contract Periods, respectively, the Contractor shall submit to the DPSCS Contract Manager its proposed adjustment for the next Contract Period. At least thirty (30) calendar days prior to the 3rd and 4th contract anniversary dates which mark the beginning of the 4th and 5th Contract Periods, respectively, the DPSCS Contract Manager shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment, calculated to the nearest tenth of a percent, (e.g., 1.1%) to be applied to the 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 FF).

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" (Amendment 4 – Attachment F-2). The Contractor shall have the option of keeping existing prices or changing its monthly, and corresponding per Inmate price.

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

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

The 4th and 5th Contract Periods are anticipated to run from July 1, 2015 to June 30, 2016, and July 1, 2016 to June 30, 2017, respectively. For each of these Contract Periods sixty days prior is May 2nd. On May 2nd the available CPI-U, MCS index will be for the month of March. Accordingly, the period for which the adjustment is to be calculated will be the 12 month period from March of the preceding year through February of the current year. (March of 2014 through February 2015 to produce the adjustment calculation for the 4th contract period that begins on 7/1/2015, and March 2015 through February 2016 to produce the adjustment calculation for the 5th contract period that begins on 7/1/2016.

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

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

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

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

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

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

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

C. The Procurement Officer, the State's Contract Administrator and the Contractor may conduct day-to-day Contract administration, except as outlined in section 1.35.5 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 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-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 1.27) or 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-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 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).

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Section 2 MINIMUM QUALIFICATIONS

Each Offeror shall clearly demonstrate and document within the Executive Summary (See § 4.4 Tab S, Item 5) 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 shall have, within the last three (3) years of proposal submission, the following:

- Three (3) years experience in the delivery of correctional medical health care within a correctional system;
- Provided services to a minimum of six (6) different correction institutional locations;
- Cumulative of not less than 10,000 inmates for all locations; and
- At least one correctional institution with 1,500 inmates.

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 medical care and utilization review services module is one component of the overall Inmate health services program within the Department. The Contractor shall provide all primary medical services, staff, equipment (except as excluded herein; See § 3.21.1.4), and supplies (other than onsite medications), as well as all onsite specialists, transportation services for hospitalization, and other secondary care. The Contractor shall provide all specialty clinics and coordinate hospitalization for offsite care, as medically necessary. Additionally, the Contractor shall be responsible for the utilization review and management of all care rendered on and offsite.

3.1.2 The Department has separate contracts for mental health, dental 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 prices from Price Forms F-2, F-3, F-4, and F-5 as appropriate, regardless of the number during the Contract term.

3.2 General Provisions and Other Requirements

3.2.1 The Department has delegated responsibility for the management of the delivery of Inmate health care to the DPSCS Deputy Secretary for 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 Medical Director or Department DON may order the Contractor to take specific actions that the Department deems medically appropriate that are consistent with the terms of the Contract.

3.2.3.1 The Department Medical Director shall have full and final authority to direct any clinical action under the Contract.

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

3.2.4 Success in the provision of Inmate 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 § 3.49.2.1, § 3.49.2.4 and § 3.55.2).

3.2.5 The Contractor shall ensure that only qualified Clinicians and Healthcare 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 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 offsite hospital or specialty care to State Inmates pursuant to referral by the Clinician and in emergency cases. Any legal action, late fees, interest, etc. for unpaid claims or partial claim payment shall be the exclusive responsibility of the Contractor. This responsibility survives the term of this contract for any services that were performed at any time while the Contract was in effect. (See also §1.4 concerning the Contract term, § 3.3.5 concerning billing and §3.77.3 concerning an end of contract escrow account that will be established to help assure that the Contractor pays appropriate invoices it receives after the Contract ends)

3.2.7 At the Department's request, the Contractor shall participate in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings. The Contractor shall provide consultation to the Department on matters of Inmate movement within Departmental facilities to ensure that the needs of the Inmate patients are met in conjunction with space and resource requirements for certain geographic areas.

3.2.8 The Contractor shall assist the Department in fulfilling the Department's obligation to collect Medical Co-Pays (See § 1.2.113) in accordance with Maryland law and DPSCS policy and procedure for all medical services to the extent authorized by statute. (Correctional Services Article of the Maryland Annotated Code, Section 2-118) In this regard, the Contractor must complete a Co-Pay roster form daily identifying all Inmates receiving designated routine medical services and provide this roster at the end of each day to the office of the Warden at the involved facility.

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. Any related litigation to establish a legal guardianship shall be initiated by the DPSCS Attorney General Office (AGO).

3.2.10 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").

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

(1) Provide employees of the Legal Services Provider access to the institutional medical 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 medical records specifically identified by the Legal Services Provider within fifteen (15) days of the photocopy request.

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

3.2.10.3 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 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. 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.

3.2.12.1 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, which 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 CC 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 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 **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).

3.2.15 All Contractor Staff who work in a facility must, at a minimum, have CPR training.

3.2.16 Litigation:

3.2.16.1 When litigation involving any activity under this Contract is filed directly with the Contractor, the Contractor shall promptly notify the DPSCS Manager/Director (See § 3.7.3). The notification shall include:

1. Name of court,
2. Case number,
3. Whether counsel filed or pro se, and
4. Amount of claim.

3.2.16.2 Whenever there is any progress or activity involving the case, the Contractor shall notify the DPSCS Manager/Director 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 and resulting Contract. 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.

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

3.2.17 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. The DPSCS Information Technology & Communications Division (ITCD) Security Policy and Criminal Justice Information Services (CJIS) Security Policy are included in the RFP as Attachment JJ and Attachment KK, respectively.

3.3 Billing

3.3.1 **Billing Frequency and Contract Periods**

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

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

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

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

3.3.2 **Billing Adjustment for Inmate Census Changes**

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

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

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

Monthly Price for the first Contract Period to produce the amount to be billed for the month in question.

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

3.3.2.1 To calculate the appropriate census adjustment for the 4th and 5th Contract Periods the Estimated Average Inmate Population listed on Attachment F-2 for the third Contract Period (26,098) shall be used.

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

3.3.2.3 If the 15th of any month 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**.

3.3.2.4 The population at the Baltimore Central Booking and Intake Center that has not been committed shall not be included in the Inmate population count. For clarification purposes, the population at BCBIC is included as a population that must be provided full medical 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 medical 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 medical services provided to this population. The cost of the Staff to provide services at BCBIC is to be part of the Contractor's submitted price.

3.3.2.5 Except as described in § 3.3.2.6, the Contractor's Monthly Price from its financial proposal (Attachment F-2) 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, required by entities such as but not limited to Board of Nursing, CLIA and the Maryland Department

of Health and Mental Hygiene as set forth within this RFP, regardless of whether any adjustment of this Price occurs due to the above described variation in the Inmate Average Daily Population. The cost of medications is not to be included in the Monthly Price.

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

3.3.2.6.1 For any Episode of Hospital-Based Inpatient Care (See § 1.2.49) for an Inmate/Detainee exceeding $25,000, the Department will pay 50% of the costs that exceed $25,000; the Contractor will pay the other 50%. During the last State fiscal year (2010), the total number of Hospital-Based Inpatient Care Episodes exceeding $25,000 was 95 cases and the total dollar amount was about $7,100,000.

3.3.3 **Billing Generally**

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

3.3.3.2 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 **Pricing for Optional Services**

In the event the Department directs the Contractor to implement any of the three optional Contract activities for which separate fixed prices have been quoted on Attachment F, (a new Inmate Health Record system, new digital X-ray system, and enhanced Telemedicine capabilities), the Contractor shall implement the respective system/enhancement as described in its final Technical Proposal for the quoted firm fixed prices per Forms F-3, F-4 and F-5 for the pricing scenario as per the Contract Period during which the optional service is to be installed/implemented.

The Department will only provide a Notice to Proceed (NTP) for an optional service to be installed/implemented as of the beginning of a Contract Period. e.g., if a NTP is issued on January 31, 2013, the installation/implementation of the

optional service will start as of July 1, 2013 and the quoted prices for the 2nd installation/implementation Scenario will apply. For a NTP issued June 29, 2016, installation/implementation will start as of July 1, 2016 and the installation/implementation Scenario 5 prices will apply.

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

3.3.4.1.1 For the Contract Period when an optional service is first installed/implemented the Contractor will be paid up to 20% of its firm, fixed price for acquisition/implementation on price forms F-2, F-3 and F-4 in accordance with the milestone pay out points described in its Technical Proposal (See § 4.4 Tabs, L, N and Q). Upon installation/implementation and Acceptance (Acceptance is explained in § 3.3.4.1.2) the Contractor will be paid the balance of its acquisition/implementation price evenly amortized on a monthly basis over the remainder of the Contract term.

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

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

Also by way of example, if, on the other hand, implementation Scenario 3 is selected by DPSCS, rather than Implementation Scenario1, and the Contractor anticipates taking 4 months to implement the optional service, the Contractor can anticipate being paid the Contract Period 3 prices (other than acquisition/implementation prices) in 8 equal monthly amounts. Should implementation and Acceptance actually take 3 months, the Contractor would be paid the full Contract Period 3 prices (other than acquisition/implementation price) in 9 equal monthly amounts. In each case, payments for Contract Periods 4 and 5 prices (other than acquisition/implementation costs) will be paid in 12 equal monthly payments during each respective Contract Period.

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

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

A NTP for a given optional service was provided in the second Contract Period with installation/implementation to commence as of the beginning of the 3rd Contract Period, but during the 3rd Contract Period the implementation/Acceptance did not occur, If in the 13th month of installation/implementation activity (the first month of Contract Period 4) the optional service is implemented/Accepted, the Contractor would invoice and be paid

1/11th of its 4th Contract Period prices (other than for acquisition/implementation which will be paid as described in § 3.3.4.1.1) each month during the 4th Contract Period. There would be no payment for 3rd Contract Period prices (other than acquisition implementation).

3.3.5 Post Contract Invoicing and Final Contract Invoice

As per § 3.77.3 the Department shall retain the last two semi-monthly payments due the Contractor to establish an escrow account to assure the payment of residual claims for the delivery of secondary care medical services for Inmates from any entity other than the Contractor that provided secondary care medical services for Inmates during the Contract term for which the entity is entitled to payment by the Contractor.

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

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

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

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

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

In the event the Contract does not start on the first day of a month, the monthly payment due to the Contractor as taken from the price form will be prorated. The

method to determine the appropriate prorated amount will be: divide the monthly amount by the number of days in the month in which the Contact starts to obtain a daily rate, rounded to the nearest cent. Multiply the resulting daily rate times the number of days in the month during which services will be provided.

As an example: If the Contract starts on 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 medical services is $200,000, this amount would be divided by 31 to yield a daily rate of $6,451.6129 which rounds to $6,451.61. This daily rate is then multiplied times 26 to yield a July fixed fee amount of $167,741.86.

3.4 Multi-Contractor Model for the Delivery of Inmate Healthcare

3.4.1 The multi-disciplinary services system for the delivery of Inmate 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 medical services. This meeting is listed in Attachment AA-2 as the Quarterly Regional Multi-Disciplinary Trends/Cost Effective Practices Meeting.

3.5 Geographical & Inmate Status Scope of Responsibility

3.5.1 The medical 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	East
ECI-A	Eastern Correctional Institution Annex	East
EPRU	Eastern Pre-Release Unit	East
PHPRU	Poplar Hill Pre-Release Unit	East
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 for the medical ability to withstand the booking process. The duty to provide medical 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 § 3.3.2.4)

3.5.1.4 The Contractor shall bear fiscal responsibility for any Arrestee committed to the Custody of the Division of Pre-trial Detention and Services through a bedside commitment process. A bedside commitment is one in which a commissioner determines that an Arrestee who is hospitalized should be incarcerated upon release from hospitalization and commits the Arrestee to the Division, notwithstanding that the Arrestee has not yet been physically moved to the facility. The fiscal responsibility shall inure from the date of the commitment despite incurring the medical need outside of Custody and being turned over to the Division while in the hospital.

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 with an inpatient daily report every time a federal Inmate has any inpatient Admission.

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

For more information, please visit:
http://dpscs.maryland.gov/locations/thresh_links.shtml.

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

3.6 Contractor Staffing and Management

3.6.1 The Final staffing plan submitted in response to 4.4 Tab D § 1.6 shall be formalized as the Contractor's initial 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., NP/PA, LPN, 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, or, with prior approval as described in §3.6.6, Staff reductions shall also be specifically described.

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

3.6.1.2 Except as described in § 3.6.1.4 for certain telemedicine implementation, the Contractor shall maintain a minimum 96% Fill Rate for each Physician, PA, CRNP, RN, LPN and Phlebotomist clinical position listed in accordance with its current DPSCS approved staffing plan. The 96% Fill Rate will be calculated Statewide and by clinical position (e.g. Physician, PA, CRNP, RN, LPN and Phlebotomist) based on the total number of hours provided per month versus the aggregate number of hours contained in the current staffing plan. As described in §1.33 and Attachment V, Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for any or all clinical positions (Physician, PA, CRNP, RN, LPN and Phlebotomist) listed in the DPSCS approved staffing plan Department-wide.

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

Any administrative (non-clinical) position occupied by an individual licensed as a Physician, PA, CRNP, RN, or LPN is not subject to the 96% or 100% Fill Rate.

3.6.1.3 If a Clinician vacancy exists for more than 30 days and the Contractor fails to engage per diem personnel, the DPSCS Contract Manager may engage per diem personnel and charge back the Contractor for such cost(s) until such time that the position is filled. As outlined in § 3.10.3.1.3, training for non-permanent employees (See § 1.2.115), including Per Diem personnel (See § 3.6.1.3), of the Contractor or subcontractor(s) that have not previously received any formal orientation instruction must have a minimum of 30 minutes of basic orientation.

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

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

3.6.2 The Contractor shall provide professional management services to support the Inmate health care program, including but not limited to adequate On-site supervision of First Line Staff by qualified medical, 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 § 1.6 F shall be formalized as the Contractor's initial organization chart.

3.6.3.1 The Contractor shall have a Statewide Medical Director and Statewide DON, which shall be separate and distinct from the Contractor's Contract Manager. (See § 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 masters 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 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 necessary to perform daily functions of Inmate healthcare and health problem prevention, shall report to a Contractor 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)).

3.6.3.2 Consistent with § 3.2.3, clinical management shall be in place to determine clinical issues. Administrative management shall not make clinical determinations. Clinical determinations shall be made by the clinical management staff in consultation with and support of the Contractor's Medical Directors and/or Directors of Nursing. The Contractor shall provide strategic operational planning as well as clinical and administrative consultation at the Agency's request. (See § 3.2.7).

3.6.3.3 There shall be policies that clearly communicate the responsibility, accountability, and consequences of Staff's failure to perform tasks related to specified duties. (See § 3.15).

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

3.6.4 The Contractor shall implement a web-based staffing software solution to build and publish employee schedules online which communicate staffing schedules, in the form and format as required by the Department Contract Manager, to Contractor Staff and State employees (i.e., allows for ACOMs to enter in schedule change approvals, 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 20% (See § 4.4 Tab D, #1.8[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, #1.6[E] and § 4.4 Tab D, #1.8, 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, #1.6[E] and § 4.4 Tab D, #1.8 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 M.

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, #1.6[E] and § 4.4 Tab D, #1.8. 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. CNA, RN, LPN, Physician, 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, #1.6[E] and § 4.4 Tab D, #1.8. 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, #1.6[E] and § 4.4 Tab D, #1.8;
- Signature Of The Person; And
- Date of the signature, which cannot be earlier than the Go Live Date, nor later then 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, #1.6[E] and § 4.4 Tab D, #1.8, 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, #1.6[E] and § 4.4 Tab D, #1.8, 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, #1.6[E] and § 4.4 Tab D, #1.8, plus 5% of this difference as a liquidated damage.

3.6.6 Over the term of the Contract through such factors as the implementation of labor saving technologies, improved training, enhanced supervision, or augmented remote support it may be possible to reduce Contract staffing levels without

appreciable reduction in the type, quantity, quality or timeliness of services being provided.

To not only allow for, but to encourage such possibility the following staff reduction circumstances will apply beginning one year after the Go Live Date. (No Staff reduction will be permitted within the first twelve months after the Go Live Date unless implemented via a formal Contract modification.)

Anytime beyond twelve months after the Go Live Date the Contractor may request approval from the DPSCS Manager/Director for the elimination of one or more positions from its staffing plan. Any such request must be accompanied by an explanation, including any supporting statistical analyses, of why the elimination of such position(s) will not result in other than a negligible impact on the delivery of services under the Contract. It should also be stated whether such position elimination, if approved, would result in the termination of any existing Staff, or whether the individual(s) occupying such position(s) can continue working for the Contractor in another capacity.

The DPSCS Manager/Director shall have the right to approve or disapprove a position elimination request on a position by position basis; i.e. approval may be granted to eliminate some or all requested positions, or not permit any position elimination. If approval is granted for any position elimination ,the DPSCS Manager/Director will provide the earliest effective date for the elimination. However, any such position elimination will take effect as of the beginning of a month. The Contractor may not eliminate any position included in its staffing plan unless and until such elimination is approved by the DPSCS Manager/Director.

If approval is granted for the elimination of a position, both the Contractor and DPSCS shall share in the resulting reduction in Contractor *minimum hourly rate* expenses on a 30%/70% basis, as follows.

The Contractor shall realize 30% of the *minimum hourly rate* savings from the approved elimination of any position, and DPSCS shall realize 70% of such *minimum hourly rate* savings. Moreover, the Contractor may retain all savings resulting from any difference between the wages actually being paid for a position requested to be eliminated versus the *minimum hourly rate* for the position, the reduction in fringe benefits and savings in any other position related expense other than the *minimum hourly rate*, such as the cost of supplies, training, supervision, and overhead support. The savings that accrue to DPSCS because of the approved elimination of any position shall take the form of a reduction in the monthly submitted invoices for the duration of the elimination. The DPSCS Contract Manager will inform the Contractor of the amount of monthly reduction that should occur because of the approved elimination of one or more positions and the resulting appropriate monthly invoice amount.

The amount of invoice reduction that results from the elimination of any position will be based upon the *minimum hourly rate* for that position as included in the Contractor's technical proposal response to §4.4 Tab D, 1.6 and 1.8. For each month that a position is eliminated, this minimum hourly position rate will be multiplied times 172 hours to yield an imputed monthly savings amount. 70% of this monthly savings amount shall then be reduced from the monthly invoice to DPSCS.

For example if a position with a minimum hourly rate of $20 is approved for elimination, the resulting monthly invoice reduction would be $2,408.00. (172 monthly hours X $20 = $3,440 X 70% = $2,408.00.)

If any position is approved by the DPSCS Manager/Director for elimination, the Contractor's performance under the Contract will be monitored to discern if there is any significant negative effect from the elimination. If it is determined by the DPSCS Manager/Director that any such approved position elimination should be rescinded, within a reasonable period of time commensurate with the skill level of the position, the position shall be reinstated to the Contractor's staffing plan, filled and the person filling the position shall commence working under the Contract as if the position had never been eliminated.

In the event of the reinstatement of any eliminated position the monthly invoice from the Contractor shall increase by the same amount as it previously was reduced because of the position elimination. In the above example, the amount of monthly Contract invoice increase would be the same $2,408.00 as was reduced because of the position elimination. For any position reinstatement the Contractor shall provide the same fringe benefits and support as is provided to its other employees working under the Contract.

3.7 Contractor Higher Level Staff Hiring Process

3.7.1 Statewide and Regional Supervisory Hiring

The Contractor may **not** hire a statewide Contract Manager (See § 1.2.25) or regional managers, if the Contractor proposes to use such positions, without the approval of the DPSCS Contract Manager, or statewide and regional medical directors without the approval of the DPSCS Medical Director, or statewide and regional nursing directors without the approval of the DPSCS Director of Nursing.

3.7.1.1 In determining whether to grant such approval, the DPSCS Contract Manager, Medical Director, and DON shall be provided a resume of the candidate, and may require a meeting with the Contractor's Contract Manager to review the credentials and approve candidates for all statewide and regional managers, if the Contractor proposes to use such positions, statewide and regional medical directors, and statewide and regional nursing directors prior to the completion of the hiring process.

3.7.1.2 As per § 3.6.3.1, any person offered as the Statewide Nursing Director must have at least a Master's Degree. Any person offered as a 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 **Personnel Ongoing Performance**

The DPSCS Contract Manager, DPSCS Medical Director, or DPSCS DON (hereinafter collectively referred to as DPSCS Manager/Director) may notify the Contractor that the performance of a member of Contractor's Staff is less than what is necessary to meet the job requirements and position description for that job, regardless of Staff level or length of service, and request that Staff member to be replaced. Custody will also be notified to not permit that Staff member(s) into the facility, if this occurs. The Department shall have the right to review actions taken by the Contractor and documentation related to Staff members who are identified as not meeting the obligation of the Contract related to any and all aspects of Inmate health care.

3.7.3.1 In the event the Contractor is directed by the DPSCS Manager/Director (See § 3.7.3) to replace Staff originally hired as a Key Personnel ((See § 1.2.106) 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.

3.8 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 onsite and available for review by the appropriate Department personnel, credentialing information for all staff required to be licensed or credentialed and those employed by a subcontractor that includes, at a minimum:

3.8.3.1 For Clinicians:

(1) Signed application and required background check;
(2) Verification of education, training, and work history;
(3) Professional references;
(4) Malpractice claims history;
(5) Current license to practice;
(6) Board or specialty certification (physicians);
(7) DEA and Credit Default Swap (CDS) certificate(s);
(8) Evidence of present illicit drug non-use;
(9) CPR/AED certification which may include electronic certification;
(10) National data bank self inquiry submission results; and
(11) State of Maryland evidence of Declaration Statements, as required.

3.8.3.2 For LPNs and RNs:

(1) Signed application and required background check;
(2) Current license to practice;
(3) Evidence of present illicit drug non-use; and
(4) CPR certification, which may include electronic certification.

3.9 Contractor Staff Screening Process

The Department will conduct a criminal history check on all prospective employees of the Contractor and subcontractor. 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) A criminal history check prior to employment and at any other time it is requested by the Department Contract Manager or appropriate ACOM. This requirement

applies to any potential employee of the Contractor, including a person who was employed by the State, the Contractor, Contractor Staff, or Other Healthcare Contractors that has a gap in employment of over 60 days.

(3) All medical information required for employees to meet minimal standards of health such as TB and Hepatitis C screening.

(4) Any screening deemed necessary to assure safety and the prevention of disease or for cause that relates to drug and alcohol tests in accordance with DPSCS policies.

3.10 Contractor 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, 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 medical services, the Contractor shall reserve 10% of the training spaces for personnel of the Other Healthcare Contractors. The Contractor shall enter all in-service training information into the Contractor created and maintained In-Service Training database. (Also see § 3.10.1.6)

3.10.1.1.4 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 §3.67 and §3.68), HIPAA and Confidentiality training, CPR training, basics of working in a prison setting and a review of the limits of the scope of responsibility.

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 Medical Director, DPSCS DON or ACOM.

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 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 Contract Manager, DPSCS Medical Director, DPSCS DON 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) Medication Administration (required annually for all nursing staff)
(2) Sharp and Tool Count
(3) Managing Manipulative Behavior
(4) Segregation Rounds and Segregation Medication Administration as a Specialty
(5) Documentation
(6) Updates on the Electronic Health Record
(7) Phlebotomy skills
(8) PPD
(9) HIV rapid testing
(10) Alcohol and detoxification management CIWA / COW

3.10.1.3 Develop and implement orientation training for its Staff covering subjects related to this RFP. Training shall be in compliance and consistent with MCCS 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 Beginning 120 days after the Go Live Date (See 1.4.3), ensure that at least 2 designated Clinicians per SDA who treat persons with HIV disease have received HIV Certification training from the Johns Hopkins Institutions.

3.10.1.5 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 Contract Manager, DPSCS Medical Director or DPSCS DON 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.

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

3.10.1.7 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.

3.10.1.8 Populate the database (See § 3.10.1.1) and maintain onsite 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 Manager/Director (see § 3.7.3), as appropriate.

(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 Contract Manager's, DPSCS Medical Director's or DPSCS DON's (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 (Medical Director for Clinicians; DON for Healthcare Professionals, and DPSCS Contract Manager for non-clinical 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 Contract Manager, DPSCS Medical Director or DPSCS DON 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 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.

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

3.10.3.1.1 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 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, re-assigned from another Contractor location, etc. more than 40 days after Contract Commencement, including after the full delivery of Inmate healthcare services commence on or after the Go Live Date (See §1.4.3), 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.

3.10.3.1.3 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.

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 medical healthcare or have access to the EHR and provide documentation of the completion of this training to the Department Contract Manager upon request, within 5 working days. (See § 3.10.1.1, § 3.10.1.2 and § 3.10.1.8)

3.11 Contractor Staff Time Reporting

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

The Contractor shall implement a web-based time and attendance software solution that integrates with the staffing software requirements set forth in § 3.6 of this RFP. The time and attendance software shall be configured to automatically

generate various staffing and cost reports in the form and format as required by the Department Contract Manager, including a report that provides hours provided versus hours required for every clinical position, facility and Service Delivery Area by the 10th of the month following each service month. The time and attendance system must be **Biometric** (be uniquely identified as a specific person via a unique physical characteristic(s) of that person, such as, but not limited to, fingerprints, eye scan, or voice recognition), and must have built-in industry standard security features to maintain time and attendance data integrity. The time and attendance software shall provide data analysis capabilities and note taking capabilities, including recording any changes made to Staff schedules or any changes made to employee's time and attendance records to determine abnormal behavior or potential liability issues. The time and attendance software must also maintain the ability to be utilized by the Other Healthcare Contractors and an ability to run separate DPSCS Mental Health, Dental and Pharmacy Contractor reports. The DPSCS Contract Manager, Medical Director and DON, ACOMS, DPSCS Chief Financial Officer, internal and external auditors, and other Department personnel as directed by the Department Contract Manager shall have searchable read-only access to the database via secure (password protection) internet or LAN connection. (Also see § 3.11.3.)

3.11.2 Each person employed by the Contractor and any subcontractor shall sign in and sign out on forms provided by the Department whenever such person enters or leaves a work site. This sign in and sign out procedure is for site security purposes and will not be used to verify hours performed. The system required in § 3.11.1 must be a comprehensive fail/safe timekeeping and verification system.

3.11.3 The DPSCS Medical Director, DPSCS DON 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 electronic timekeeping system shall maintain the capability of generating a monthly report to be sorted by facility and profession, to obtain the hours required versus the hours provided.

3.12 Contractor Staff Institutional Access/Security

3.12.1 The DPSCS Medical Director, DPSCS DON, DPSCS 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 access for each of its employees, sub-Contractors and Staff.

3.12.3 The Contractor, its employees, the onsite employees of its subcontractors and 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 or Staff is sufficient cause for:

1. Replacement of an employee(s);
2. Replacement of a sub-Contractor; 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 DPSCS Medical Director and DPSCS DON of all disciplinary actions, within twenty four (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-clinical staff and personnel in positions of medical, administrative, or nursing management. The Contractor shall provide any documentation of the incident requested by the DPSCS Medical Director and DPSCS DON.

3.14 Contractor Use of Telephones and Utilities and Minimizing Waste

3.14.1 The Department will provide the Contractor's onsite Staff, as necessary, with such onsite 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 onsite Staff to conserve utilities, and minimize non-biological waste by conserving and recycling.

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

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 Medical Director and DPSCS Director of Nursing electronically no less than thirty-five (35) days after Contract Commencement. The DPSCS Medical Director and DPSCS Director of Nursing shall have up to fifteen (15) days to review the manuals and provide comments. The Contractor shall notify the DPSCS Medical Director and DPSCS Director of Nursing, 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 K), 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 of Contract Commencement.

3.15.2.2 The Department Contract Manager, Medical Director, DON, 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.

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). 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).

3.15.5.2 A statement signed by the Contractor's Statewide Medical Director in Maryland confirming that such a review has been conducted, along with any revisions, shall be submitted to the Department Contract Manager and Medical Director 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. Medication Administration
    b. Non-Formulary Process
(10) Pregnancy Management
(11) Sick Call
(12) Substance Abuse Management
(13) Suicide Prevention
(14) Integration of Mental Health Services with Mental Health Contractor
    a. Coordination of Services
(15) Continuous Quality Improvement
(16) Integration of Dental Services with Dental Contractor
(17) Dialysis
(18) Emergency Care
(19) Emergency Management Plans
(20) Equipment and Supply Inventory Control
(21) Inspection and Repair Plans
(22) Health Education Programs
(23) Specialty Care
(24) Diet Plans
(25) Palliative Care

(26) Risk Management
(27) Radiology
(28) Utilization and Utilization Review
(29) Inmate co-pay collection
(30) ARP and Grievance Process
(31) Methadone Program
(32) OB / GYN practices and services
(33) Withdrawal / Detoxification practices
(34) Medical clearances for mental health patients
(35) IMMS process
(36) Optometry and ophthalmology
(37) Segregation rounds
(38) Medication Administration (MA) and MA practices
(39) Heat stratification
(40) HIV testing / consent

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

3.16.1.1 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.

3.16.2 The Contractor's Submission shall include an acknowledgement of the obligation and description of the Contractor's ability to adhere to and maintain compliance, throughout the entire 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). Standards promulgated by the Maryland Commission on Correctional Standards;

(3). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Programs and Services, and directives, regulations, and Post Orders of DPSCS as currently existing and as modified throughout the term of the contract.

(4). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the institution is accredited; and

(5). Health care standards of the American Correctional Association (ACA), regardless of whether the institution is accredited.

3.16.3 The Contractor's Submission shall acknowledge the obligation of the Contractor to evaluate and treat all Inmate, visitor, employee and staff injuries or sudden acute illness as medically necessary and appropriate, and to make appropriate referrals and complete reports as required by the Department Contract Manager and Medical Director.

3.16.4 The Submission shall acknowledge the responsibility to respond to all Custody "Use of Force" and similar incidents to evaluate and treat Inmates and State staff, as necessary. (See § 3.2.11) The Submission shall also acknowledge the need to document the Clinician's or Healthcare Professional's actions, consistent with good medical practice, in the EHR or elsewhere as appropriate.

3.17 Sufficiency of On-site Emergency Care

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

3.18 Physician on Call Coverage

3.18.1 The Contractor shall designate on-call physicians to deliver on-call coverage whenever a physician is not present at an institution. The on-call physician shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller. If requested to do so by the ACOM, Warden or Warden designee, or if the situation warrants direct Assessment, the on-call physician shall report to the institution within one hour after notification. Any call to an on-call physician shall be appropriately documented within the EHR or appropriate patient chart. The documentor shall take precaution in how this conversation is documented to avoid risk management issues, i.e. documentor shall state facts and offer no opinions regarding Clinician response. On-call physicians shall document all encounters, including onsite, remote and after hours consultations in the EHR within 12 hours. 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.

3.18.2 The Contractor shall maintain an updated On-call Physician list to be posted as required in all infirmary, dispensary and sick call areas. This list shall identify the on-call physician by name, and include the physician's contact phone number(s), and, if applicable, text/email address.

3.18.2.1 It is recommended that in addition to the On-call Physician, that a back-up or secondary On-call Physician also be identified, with the same contact information as above, in case some unforeseen circumstance precludes the primary On-call Physician from responding within the timeframe contained in § 3.18.1.

3.19 Work Initiation Conferences / Contract Kick-Off Meetings

3.19.1 Within 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 Contract's procedures. At a minimum, the Contractor's Contract Manager and Contractor's Statewide Medical Director shall be required to attend. At the sole discretion of the DPSCS Contract Manager, one (1) or more of the meetings may be conducted via teleconference. The Contractor shall not bill or receive reimbursement for attending this session. This meeting is listed in Attachment AA-2 as Weekly Start Up Meetings.

3.19.2 The Contractor shall also be required to attend three "Contract Kick-off Meetings", one covering each of the Eastern, Western, and Baltimore/Jessup SDAs, during which invited DPSCS representatives participate in a forum consisting of an introduction of the Contractor and explanation of the new Contract specifications and provisions. At a minimum, the Contractor's Contract Manager and Statewide Medical Director must attend each such meeting.

Preferably these Contract Kick-off Meetings will be held between 40 and 50 days after Contract Commencement (See § 1.4.1). Each such meeting will be held within the geographic confines of the SDA(s) for which it is being held. The specific time, date and location for each kick-off meeting will be determined by the DPSCS Contract Manager in cooperation with the Contractor. At least ten (10) days notice of each "Kick-Off" meeting will be provided to the Contractor. This meeting is listed in Attachment AA-2 as Initial Kick-Off Meeting.

3.20 Reports, Meeting Agendas and Minutes

3.20.1 **Report Submission Timeframes**

If not otherwise specifically addressed in this RFP:

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

Annual reports shall be submitted by the 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, including but not limited to, committee meetings, statewide multi-Contractor meetings, regular Infectious Disease meetings (§ 3.49) and quarterly statewide CQI meetings.

Proposed meeting agendas shall be submitted to the appropriate DPSCS Manager/Director (See § 3.7.3) 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 AA-2: Meetings)

3.20.3 **Minutes**

The Contractor shall be responsible for taking all minutes/notes during any meeting conducted with the DPSCS Contract Manager, DPSCS Medical Director or, upon specific written request by the DPSCS Manager/Director or ACOM, for any member of the Department. A written copy of the minutes/notes shall be submitted to the appropriate DPSCS Manager/Director (See § 3.7.3) within five (5) days of the meeting. The DPSCS Manager/Director (See § 3.7.3) 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 DPSCS Manager/Director (See § 3.7.3), 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. Except for any additional IT-related equipment proposed for any of the optional services (EHR, digital x-ray and telemedicine), 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.

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 healthcare services are to be delivered necessitating the purchase of additional types or quantities of equipment, upon written approval of the Contract Manager, the Contractor may bill the Department for such additional purchases. The Contractor shall submit an actual invoice to the 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, including, but not limited to, recommended prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, wheel chairs, office supplies, medical supplies, temporary equipment, leases, devices and related items, and said equipment shall not be withheld if necessary for the proper treatment of a patient or the provision of services under this Contract.

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

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

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 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 Prosthetic devices shall be provided when the health of the Inmate would be adversely affected without them, or standard activities of daily living cannot be met. Prosthetic devices will not be provided for enhancement of extracurricular activities such as sports, but may be necessary if they would enhance the work

experience for an Inmate. All durable Medical Equipment (DME), including but not limited to prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheel chairs shall be submitted for approval to the Contractor's utilization management team (See § 3.69) and ordered within 7 days of approval. The provision of prosthetic devices will be tracked as a monthly utilization management report and Semi-Annual Durable Medical Equipment Report (by facility location), which shall be submitted to the Department Contract Manager in the form and format as required by the Department Contract Manager by January 15th and July 15th of each calendar year.

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.

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.

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

3.21.5.1 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.

3.21.5.2 The Contractor shall adhere to the requirements set forth in the Department of General Services (DGS) Inventory Control Manual: http://www.dgs.maryland.gov/ISSSD/InventoryControlManual.pdf

Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor shall be responsible to DPSCS instead.

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

3.21.5.4 If it becomes necessary that any piece of equipment be transferred from one Department location to another, the Contractor will complete and submit to the designated Department inventory personnel the appropriate Transfer Form prior to moving the equipment and follow Department protocol for the transfer of that equipment. The Contractor shall also update the consolidated Inmate healthcare perpetual inventory to note the changed location of the equipment. The completion of and obtainment of signatures on all property transfer forms for only equipment under the medical contractor's control are done by the medical contractor and each facility's property officer. Other Healthcare Contractors are responsible for submitting Transfer Forms for any equipment they transfer from one Department location to another. Upon receipt of any Transfer Form from Other Healthcare Contractors, the Contractor shall update the consolidated Inmate healthcare perpetual inventory to note the changed location of the equipment identified as being transferred.

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

3.21.5.6 The following record keeping requirements shall be maintained for the equipment inventory:

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

7) Equipment Condition

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

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

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

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

3.21.5.6.4 The physical inventory reports described in §s 3.21.5.6.1 – 3.21.5.6.3 are listed in Attachment AA-1 as the Initial Physical Inventory Report, Annual Physical Inventory Report, and Final Physical Inventory Report.

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

3.21.6.1 First Aid Kits needing repair are to be brought to the attention of the Warden/designee.

3.21.6.2 The Contractor shall check First Aid kits monthly for expiration dates, replacement materials, and cleanliness.

3.21.6.3 The Contractor shall maintain a log of these inspections including the outcome of those inspections (particularly if the required level of any item is not evident) and action taken.

3.22 Ambulance/Transportation Services

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

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

3.22.2 If the Clinician determines that an Inmate cannot be safely transported by Departmental personnel and equipment, including for 911 Events, because of the Inmate's physical condition or emergent psychological medical situation, the Contractor shall make arrangements to obtain an ambulance, Medivac helicopter, or any other means necessary and appropriate, and shall Immediately notify the transportation office of the facility and Custody of the pending, expected transport arrival. (A history of transportation costs is provided on Attachment J.)

3.22.2.1 The DPSCS Medical Director, in his/her sole discretion, shall determine when the Department cannot provide adequate transportation for an Inmate because of the Inmate's medical or mental health condition. The Department may then require that the Contractor assume responsibility for transportation. Any such ambulance transportation cost is the responsibility of the Contractor.

3.22.2.2 If the Department is invoiced by any municipal or governmental jurisdiction for ambulance or Medivac services in conjunction with any emergency response relating to the health of an Inmate, including trauma events, said invoice shall be the responsibility of the Contractor.

3.22.3 The Contractor shall pay in-state ambulance transportation costs up to a maximum of $315,000 per Contract Period with an allowable escalation of 10% per year for the 2nd through 5th Contract Periods (years). (See Attachment J-5)

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

submitting an invoice for excess transportation costs the Contractor must include a complete list of all transportation costs that total to the respective Contract Period limit.

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

3.22.4 The Contractor shall also make all necessary arrangements for ambulance transportation for 911 Events involving any person on Department premises that is not an Inmate. The Contractor shall not be responsible for the cost of any such transportation for non-Inmates. (See also § 3.32).

3.23 Dispensary Services

3.23.1 The Contractor shall operate Dispensaries in the following 29 locations, or in any location that may be designated during the term of this Contract. Locations at which physical therapy must be provided are noted.

Baltimore Service Delivery Area: [**Physical Therapy provided**]
- Baltimore City Detention Center (BCDC)
- Baltimore Central Booking and Intake Center (BCBIC)
- Jail Industries Building (JI)
- Metropolitan Transition Center (MTC)
- Maryland Reception Diagnostic and Classification Center (MRDCC)
- Baltimore City Correctional Center (BCCC)
- Baltimore Pre Release Unit (BPRU)
- Home Detention Unit (HDU)
- Maryland Correctional Adjustment Center (MCAC)
- Baltimore Pre-Release Unit for Women (BPRU-W)

Eastern Service Delivery Area:
- Eastern Correctional Institution (ECI) East Compound [**Physical Therapy provided**]
- Eastern Correctional Institution (ECI) West Compound [**Physical Therapy provided**]
- Eastern Correctional Institution (ECI) Annex [**Physical Therapy provided**]
- Poplar Hill Pre-release Unit (PHPRU)

Western Service Delivery Area: [**Physical Therapy provided; all locations**]
- Maryland Correctional Institution – Hagerstown (MCIH)
- Maryland Correctional Training Center (MCTC) (Hagerstown)
- MCTC Medical Facility (Hagerstown) [new medical building extension @ MCTC]

Roxbury Correctional Institution (RCI) (Hagerstown)
Western Correctional Institution (WCI) (Cumberland)
North Branch Correctional Institution (NBCI) (Cumberland)

Jessup Service Delivery Area: [**Physical Therapy provided**]
Brockbridge Correctional Facility (BCF)
Maryland Correctional Institution – Jessup (MCIJ)
Maryland Correctional Institution – Women (MCIW)
Jessup Correctional Institution (JCI)
Patuxent Institution (PATX)
Central Maryland Correctional Facility (CMCF)
Jessup Pre-Release Unit (JPRU)
Eastern Pre-Release Unit (EPRU)
Southern Maryland Pre-Release Unit (SMPRU)

3.23.2 No less than 10 days prior to each month, the Contractor shall electronically provide a set monthly schedule of the times and locations of sick call and chronic care services for each SDA to the DPSCS Contract Manager and ACOM in the form and format as required. Any changes to these schedules involving Custody require pre-approval by the DPSCS Medical Director or DPSCS DON. This report is identified on Attachment AA-1 as Monthly Clinic Schedule.

Additionally, the Contractor shall electronically provide an Annual Dispensary Services Schedule for Contract year to date. This report is identified on Attachment AA-1 as Annual Clinic Schedule.

3.24 Infirmary Beds for Somatic Health

3.24.1 The Contractor shall provide treatment to Inmates with acute and sub-acute medical problems, or other medical or health problems that are unmanageable in the general population in infirmaries designated by the Department, unless hospitalization is determined to be medically necessary. The licensed medical infirmaries are operated for the Inmates assigned to them as follows:

Baltimore Service Delivery Area
A 48 bed medical infirmary at MTC for male Inmates
A shared 12 bed mental health/medical infirmary at BCDC (Women's Detention Center - WDC) for female Inmates

Eastern Service Delivery Area
A 22 bed medical infirmary at ECI for male Inmates

Jessup Service Delivery Area
A 24 bed medical infirmary at MCIW for female Inmates
A 6 bed medical infirmary at JCI for male Inmates from the Jessup region

A 21 bed infirmary at JRH (Jessup Regional Hospital) for male inmates of Jessup facilities

Western Service Delivery Area
A 17 bed medical infirmary at MCIH (Hagerstown) for male Inmates
A 28 bed medical infirmary at WCI (Cumberland) for male Inmates

3.24.2 The Contractor shall operate respiratory isolation cells for the Inmates assigned to them in the following respiratory isolation locations:

Baltimore Service Delivery Area
MTC – Six beds.

Eastern Service Delivery Area
ECI, East Compound – 4 beds with 24 additional beds available if needed in an emergency.

Western Service Delivery Area
MCIH (Hagerstown) – 5 beds.
WCI (Cumberland) – 12 beds.

Jessup Service Delivery Area
MCIW – Six beds for women.
JCI – Six beds for men.

3.24.3 The Contractor shall utilize facility infirmaries and respiratory isolation cells to their fullest extent consistent with acceptable medical standards. Those Inmates requiring care beyond the capability of the infirmary, and only those Inmates requiring care beyond the capability of the infirmary, shall be hospitalized at licensed community facilities.

Each Inmate admitted to the infirmary, shall only be admitted upon a Clinician's order, which may be performed telephonically. Each Inmate in the infirmary shall receive an Assessment within 24 hours of Admission, which shall include a History, physical, and Treatment Plan documented in the EHR.

As part of the infirmary care program, the Contractor Staff shall complete all Admission related documentation and provide treatment to Inmates whose medical condition requires that they be housed in respiratory isolation cells designated by the Department, unless hospitalization is medically indicated. Infirmary and isolation unit rounds shall be made daily by the Clinician and documented in the EHR. Nursing rounds shall be performed per shift and evidence of such shall be documented in the EHR.

3.24.4 The Contractor shall be responsible for obtaining and maintaining licensure and certification for infirmary and isolation units as required. A copy of all such

licenses shall be provided to the DPSCS DON within 5 days of receipt of a new or renewed license or certification.

3.25 Intake Triage and Screening

GENERAL

3.25.1 The Contractor shall provide medical Intake evaluations every day in accordance with the Intake process set forth in the Department's Manual of Policies and Procedures, Medical Intake Evaluation, Parts I and II.

3.25.2 The Clinician shall determine whether any Arrestee has a condition that requires that the Arrestee should first be refused Admission to the facility in order for the Arrestee to be treated and discharged from a hospital prior to proceeding through the booking process. Arrestees who were initially refused Admission, but were later determined by the Department's Medical Director to have been appropriate for Admission to a facility, will be referred to the Department's Contract Manager for review.

3.25.3 If any response given in the IMMS process indicates a need for further inquiry or evaluation, the Arrestee shall be Immediately referred to an appropriate Clinician or mental health professional of the Mental Health Contractor or, as appropriate, to a member of the Department Mental Health Staff.

3.25.3.1 The Clinician shall Immediately refer for Mental Health Assessment any Inmates identified as having a current mental illness or whose screening indicates the possibility of a mental illness, suicide ideation and/or unstable mental health condition. The Clinician shall adhere to the requirements of the "Suicide Prevention Program Manual".

3.25.3.2 Persons with known chronic care conditions will be referred to the Clinician for evaluation of medication needs and initiation of medication delivery. Clinicians or Healthcare Professionals shall conduct an evaluation of urgent medications required by the Inmate for chronic disease maintenance and infectious disease care and provide those medications required for health maintenance as a part of the reception screening process. Initial orders and dosing, if available from interim or emergency drug cabinets, shall be provided by the PA or higher before completing the IMMS process. In instances where a required medication is not available onsite, the medication shall be ordered by the end of the shift during which the Intake occurred from the Pharmacy Contractor and administered within twenty-four (24) hours following receipt of the medication from the Pharmacy Contractor. (See § 3.25.3.3 and § 3.29.3.1)

3.25.3.3 Medications brought in or self-reported shall be verified when possible and that verification shall be documented. Emergency medication related to other conditions shall be administered if the drug is in stock or received from the

Pharmacy Contractor before the Inmate is transferred. Contractor shall comply with all timelines set forth in the DOJ Memorandum Agreement and the Duval v. O'Malley partial settlement agreement as modified following litigation completion. (See Attachment H)

3.25.3.4 All actions taken in conjunction with the above referral (See § 3.25.3.2) for further inquiry shall be documented in the narrative text box at the bottom of the IMMS screening form within OCMS. Information shall be transferred as necessary and appropriate to relevant fields within EHR once the EHR file is established following commitment.

3.25.4 Each Arrestee shall be screened for a Heat Stratification Category.

The Clinician shall designate heat stratification levels for each Inmate screened and inform Custody of that stratification according to DPSCS policy and guidelines. This shall be completed initially as a part of the IMMS screen and shall be confirmed at the time of the full physical examination within the timeframe described in §3.26.1.1.

3.25.5 The Contractor shall ensure examination for lice infestation of all Inmates entering DPDS facilities from the community. The Clinician shall order and the appropriate Healthcare Professional shall provide treatment for lice infestation with non-prescription medication as medically necessary and appropriate, for self-administration by the Inmate prior to being housed in the general population, unless otherwise contraindicated (pregnancy, open sores, etc).

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

3.25.7 An Inmate committed to DPDS directly from a hospital through a bedside commitment process shall:

(1). Have the hospitalization monitored and controlled through the Contractor's Utilization Management process; and

(2). Upon arrival at DPDS, proceed through a screening process and reception examination to the same extent as any other Inmate.

3.25.8 An intake screening of any newly admitted Inmate to any DPSCS institution shall be conducted utilizing the IMMS form as above within two hours of entry into a facility. (See § 3.25.10.1 and § 3.36.2).

3.25.8.1 An Inmate taken into Custody shall be screened and assessed in accordance with the Department's Manual of Policies and Procedures, Medical Intake Evaluation, Parts I and II, at all DPSCS facilities. (At present, Intake into the DOC for men occurs at MRDCC and for women at MCI-W. However, Intake may occur at any institution. An Inmate who has been released from Custody on parole and violates

the terms of that parole or who is returned from escape may be returned to Custody at any institution without being processed at MRDCC.) The Inmate will be processed in accordance with the Intake process set forth in the Department's Manual of Policies and Procedures, Medical Intake Evaluation, Parts I and II.

3.25.9 All required information and education shall be provided to Inmates in writing and documented as part of the Intake process as specified in § 3.46.

BCBIC

3.25.10 BCBIC is a high volume Intake facility, and Arrestees must be processed and be seen by a Court Commissioner within 24 hours of arrest. It is therefore imperative that the initial screening process be completed as designed with no additional functions added and no variation to any form unless directed by the Department Medical Director. Similarly, it is imperative that the screening area be adequately staffed at all times in accordance with the staffing plan approved by the Department Contract Manager to prevent back up.

3.25.10.1 The Department has developed an Intake Medical/Mental Health Screening Instrument (IMMS) that shall be utilized in the screening process. (See Attachment W). The Contractor will institute a written plan to assure that these screenings are completed within a two-hour timeframe of Arrestee arrival. Clinicians must complete IMMS screenings within this two hours of Arrestee arrival timeframe.

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

3.25.10.1.2 If the Arrestee is committed following his or her appearance before the Court Commissioner, the screening form residing in the OCMS system will be electronically "pushed" as-is to initiate an EHR record for the Inmate.

3.25.11 The triage/screening process shall be performed by no less than an RN, but a Clinician may be used to assure the timely and effective Intake process.

3.25.11.1 The Contractor shall assure that those Inmates disclosed by the screening process to require treatment or medications receive such treatment or medications at BCBIC until they are either released from Custody or transferred to BCDC.

3.25.11.1.1 Male inmates sentenced to the Division of Correction (DOC) in Baltimore City shall receive initial Classification and Assessment at a Division of Pre-Trial Detention and Services (DPDS) facility. Each Inmate will be issued a 500 series DOC number, which will serve as his DOC number for the duration of his incarceration. Upon completion of the IMMS, an expedited 7 day Medical Intake Exam will be completed within 24 hours for these DOC Inmates. The Inmate will have his RPR drawn and PPD planted prior to transfer to BCDC. Upon transfer to an appropriately designated DOC facility, a transfer screening form will be completed. Any inmate with withdrawal symptoms or demonstrated medical instability shall be placed on medical hold and not transferred.

3.25.11.2 There shall be compliance by the Clinician and Contractor with all provisions of 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 relating to Intake screening and Assessment. (See Attachment H)

3.25.12 All Inmates received at BCBIC with evidence of intoxication or withdrawal secondary to substance abuse shall be provided Immediate, medically necessary, and appropriate treatment, including detoxification from opiate and alcohol dependence consistent with the requirements of law and Departmental policy.

3.25.12.1 The Contractor shall maintain a substance abuse withdrawal unit within BCBIC with adequate nursing observation that will allow for appropriate levels of medication and dietary supplementation consistent with protocols for alcohol and/or drug withdrawal.

3.25.12.2 Inmates (a) at risk for progression to more severe levels of intoxication or withdrawal, shall be ordered to a local area hospital for Assessment, monitoring and treatment and (b) experiencing severe, life-threatening intoxication (overdose) or withdrawal shall be Immediately transferred to a licensed acute care facility by a Clinician.

Weekenders

3.25.13 The Courts in the City of Baltimore sentences offenders' to a weekend or weekend(s) of confinement at Central Booking, in certain circumstances. The number of weekenders average between 5 and 10 per weekend. These 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.

3.26 Complete Reception/Intake Examination

GENERAL

3.26.1 The Clinician shall conduct a complete Reception/Intake Examination (RIE) to include a hearing and vision test (See § 3.36.2) on all Inmates, including parole violators and escapees within 7 days of Admission.

3.26.1.1 The RIE shall occur within seven (7) days of the Inmate's entrance into a DPSCS facility from any source, except that an Inmate shall be seen earlier than seven days if the Intake screening process as described in § 3.25 discloses a need for a more expedited medical evaluation. The findings of the examination and follow up requirements shall be documented Immediately in the Electronic Health Record (EHR). A report documenting seven (7) day exams will be provided monthly and is identified in Attachment AA-1 as Monthly Seven (7) Day Exam Report.

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

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

TB / HIV / STD

3.26.2 The RIE shall include relevant diagnostic testing. At a minimum, the diagnostic testing shall include pregnancy screening (if not already done at Intake Part I), RPR, and HIV swabbing (unless the Inmate denies consent, which shall be documented in the EHR). All diagnostic testing shall be completed per Department policy and procedure. Diagnostic testing with routine results shall be shared with the Inmate within fourteen (14) Business Days (See § 1.2.101) of receipt of those results. Diagnostic 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. All refusals will be documented using the Department's refusal forms and witnessed.

3.26.2.1 The Contractor must adhere to the DPSCS/DHMH TB policy including assessing the Intake population at all facilities for tuberculosis (TB), and annual screening for the same (see § 3.27.1.3).

3.26.2.1.1 The Contractor shall initiate TB screening by PPD planting within five (5) days of an Intake reception.

3.26.2.1.2 The PPD shall be read between forty-eight to seventy-two (48-72) hours of planting.

3.26.2.1.3 Follow up shall include chest x-rays for PPD positives, which shall be completed within five (5) days.

3.26.2.1.4 The Contractor shall generate a monthly PPD report that includes new positives and a recurring list of past positive results and latent and active TB infections with documentation of treatment. This report shall be submitted monthly to the Department Director of Nursing as part of the Contract surveillance reports. Identified in Attachment AA-1 as Monthly Infectious Disease Report.

3.26.2.2 The Clinician shall initiate blood tests for Syphilis within 72 hours of Intake for male Arrestees and 12 hours for female Arrestees.

3.26.2.3 The Clinician shall initiate either voluntary blood or oral testing (with blood confirmation) for HIV no later than at the time of the intake physical. All new Inmates must be provided with HIV/HCV counseling and education and offered the HIV test, as required by law. Results are to be summarized and recorded monthly on the State Stat template, which will be provided by the Department (See Attachment Q).

3.26.2.3.1 HIV testing shall be performed in accordance with procedures <u>for a health care facility</u> under Health General Article, section 18-336 of the Maryland Annotated Code.

3.26.2.3.2 The Contractor shall assure that a written permission to draw blood samples includes a statement indicating that blood drawn for routine STD testing will also be tested for HIV, unless the Inmate/Detainee specifically states he or she does not want the test.

3.26.2.3.3 The Contractor shall maintain a log of Inmates to whom testing is offered in Excel format, or as directed by the Department's Contract Manager and Medical Director, identifying the location of the test, whether the Inmate was tested under voluntary testing protocols or whether the test was the product of clinical symptoms, the mode of testing, whether a corroborative test was performed, and the outcome. A monthly report shall be submitted summarizing the resultant statistical data. This report shall be submitted monthly to the Department Contract Manager, Medical Director and Director of Nursing as part

of the Contractor's Infectious Disease report in the form and format as required by the Department Contract Manager.

3.26.2.3.4 The Contractor shall report all confirmed TB/HIV/STD positive test results to State health authorities as required by Health General Article, section 18-202.1 and COMAR 10.18.02.05. This report shall be submitted monthly to the Department Contract Manager, Medical Director and Director of Nursing as part of the Contractor's Infectious Disease report in the form and format as required by the DPSCS Contract Manager.

3.26.2.3.5 All HIV testing shall be completed within the Department of Health and Mental Hygiene (DHMH) AIDS Administration HIV testing guidelines, unless court ordered; excluding the exception cited in § 3.63.1.1.2. In the event of a court ordered test, the Contractor, either directly or via a subcontractor, will draw a blood sample including, if necessary, participating with Custody in the involuntary drawing of a blood sample. If a subcontractor is used for this service, the Contractor shall assume the cost of such a sub-contract. (See COMAR 18.338 and 18.338.1).

3.27 Annual and Periodic Physical Examinations

3.27.1 In accordance with the schedule set forth in the Department Manual of Policies and Procedures, each Inmate shall receive annual and periodic physical examinations during his or her period of incarceration. Exams shall be conducted as follows:

3.27.1.1 Age related re-exams

- under 50 –every 4 years;
- 50 and over – every year;
- If an Inmate is over 55 years old or is otherwise physically impaired, the Inmate shall be evaluated in conjunction with the Karnofsky scale for physical independence at every physical re-examination.

3.27.1.2 Disability related re-exams

If an Inmate suffers from disability, the Inmate shall be evaluated for adequacy of accommodation in conjunction with medical equipment and physical environment so as to be in compliance with the Americans with Disabilities Act (ADA). Case Management at the institution shall be informed of the need for any ADA accommodation in the manner prescribed by the Department.

3.27.1.3 TB related re-exams

All Inmates shall be tested for TB annually whether or not scheduled for physical re-examination.

3.27.1.4 HIV related re-exams

All Inmates shall be re-informed of his or her opportunity for HIV testing at every physical re-examination.

3.27.2 Reports related to re-exams

The Contractor is to provide a monthly Periodic Physical Exams report of all re-exams conducted during a given month. The Periodic Physical Exams report is due to the Department Contract Manager by the 3rd Monday of the following month, or next workday if that Monday is a holiday, for the exams due the previous month, in the form and format as requested by the Department Contract Manager. Identified in Attachment AA-1 as Periodic Physical Exam Report.

3.28 Sick Call

3.28.1 The Contractor shall be responsible for the collection of all "slips" requesting sick call. The Contractor shall assign a Registered Nurse (RN) to triage all collected slips the same day that they are received and record the date and time of triage.

3.28.2 The Contractor is responsible for the Immediate delivery of any Sick Call Slip that pertains to mental health or dental concerns to the Mental Health or Dental Contractors. If the RN or higher doing triage determines that the sick call slip complaint in these disciplines constitutes an emergency, that RN or higher shall Immediately notify the appropriate Clinician or specialist of the Contractor or of the Mental Health or Dental Contractors of the nature of the emergency.

3.28.3 Those sick call slips asserting a medical complaint considered to be an emergency or time sensitive shall be responded to Immediately. Immediate referral to a Clinician on-site or on-call shall occur. Those sick call slips determined not to constitute an emergency shall be scheduled for a sick call clinic so that the Inmate is seen within 48 hours if submitted Sunday through Thursday or 72 hours if submitted on Friday, Saturday or a holiday. The Contractor must collect sick call slips daily at any facility for which 24/7 staffing is provided. For facilities where the Contractor does not provide 24/7 staffing, sick call slips should be collected daily Monday through Friday, except for recognized State holidays. However, in no instance shall the Contractor fail to collect sick call slips for more than three consecutive days; i.e. sick call slips may be submitted Saturday/Sunday if there is a holiday Monday or Friday.

3.28.4 For the General Population, the Contractor shall operate sick call clinics no less than five days a week (Monday through Friday, including holidays). On State Holidays, Staff shall triage sick call slips to identify acute and urgent/emergent Inmate complaints and treat such complaints consistent with DPSCS policies, procedures and protocols governing the clinical needs, up to and including 911

Event referrals to Off-site providers or community hospitals. For non-emergency sick call slips submitted by Inmates that the nurse could not manage consistent with DPSCS policies, procedures and protocols, the Inmate shall be placed on the sick call schedule for the next available non-holiday. Adequate staffing shall be assigned for each clinic. Clinic hours shall be fixed and posted in the Dispensary of every correctional facility and other areas as directed by Custody, however as per § 3.28.4.2 sick call shall be of such duration that all Inmates have been seen. All documentations of sick call clinic encounters shall be made the same day, which should include documentation of missed appointments and refusals. As required by DPSCS Refusal for Treatment Policy, Inmates must sign the refusal, or if the Inmate refuses to sign the refusal, 2 Healthcare Staff (not Custody) must witness and sign the Inmate's refusal. In addition, as per DPSCS Sick Call Policy, for a missed appointment documentation of the missed appointment shall be entered in the EHR. Please note, as per this Sick Call Policy, any Inmate that chooses not to keep his/her appointment must be brought to the sick call location to sign the refusal form.

3.28.4.1 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 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.

3.28.4.2 Each sick call clinic shall continue operation on that day until it is completed; i.e., when each Inmate scheduled to be seen during that sick call clinic and who shows up for the appointment has been seen. There shall be no "backlogs" of Inmates to be seen in sick call. Same day referrals from triage (emergent complaints) shall be seen during a clinic session on the same day that the Inmate appears for services.

3.28.5 The Contractor shall maintain an electronic log of all sick call slips and referrals.

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

(1). Inmate name and number
(2). Date sick call slip was submitted
(3). Nature of complaint
(4). Triage decision
(5). Date and time of triage decision
(6). Name and credentials (title) of person making the triage decision
(7). Date scheduled to be seen, or
(8). Date of referral to specialist, including specialist discipline.

The summary report shall include, at a minimum, the number of sick call slips received, processed and seen.

Identified in Attachment AA-1 as Sick Call Log Report.

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

3.28.6.1 A Registered Nurse or higher level shall conduct rounds in each Special Confinement Area daily, and will speak with each Inmate housed there to determine if there are any medical needs. The individual making the rounds shall have visual contact with each Inmate and shall make a verbal inquiry as to the Inmate's health condition. Rounds shall be completed during Inmate waking hours and in agreement with Custody's ability to provide escorts into the area, to enable the Inmate to provide information concerning his/her health. Any resulting examination and treatment shall be referred to the Clinician for evaluation and treatment consistent with DPSCS sick call policy.

3.28.6.2 Special Confinement Area rounds documentation for Inmates reporting a health complaint shall be entered into the EHR for that individual and shall:

(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, mental heath, 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 health complaints shall appear on this log but additional EHR documentation on these Inmates is unnecessary.

3.29 Medication

3.29.1 If so directed by the DPSCS Manager/Director, the Final medication continuation plan submitted in response to 4.4 Tab D § 1.17 pertaining to the requirements of §3.29.1.1 shall be formalized as the Contractor's medication continuation plan.

3.29.1.1 In compliance with the requirements of § 3.41.3.3.1 concerning release planning for Inmates with chronic medical conditions who require the continuation of medications in the community, if directed by the DPSCS Manager/Director the Contractor shall implement a process for utilizing written prescriptions as of the Go Live Date (See § 1.4.3 or later date contained in a NTP) of the Contract that:

a. Acknowledges the responsibility of the Contractor to provide prescription pads to its licensed, prescribing Clinicians;

b. Meets all requirements of law for prescribing practices including contact information;

c. Prevents unnecessary calls from pharmacies to clarify the prescription order;

d. Establishes a centralized phone number for prescriber related pharmacy questions only that must be included on each written prescription; and

e. Maintains a log by facility of the number of prescriptions written and the number of community pharmacy inquiries regarding prescriptions.

3.29.2 The Contractor is responsible for:

(1). Adhering to the Department's pharmacy manual;

(2). Receiving all prescriptions ordered by Clinicians regardless of discipline or specialty, including orders from Clinicians of Other Healthcare Contractors, transcribing the orders to the Pharmacy Contractor and receiving, delivering and administering all medications received from the Pharmacy Contractor, excluding the IMHU, Inpatient Mental Health Treatment Unit and designated Patuxent mental health units; (See Attachment N)

(3). Ensuring that only formulary medications are ordered unless proper procedures are followed and approvals obtained for non-formulary medications; (See § 3.29.6)

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

(5). Providing the DPSCS Contract Manager with all inventory / shipment verification information relating to medications;

(6). Properly storing all medications upon receipt and thereafter;

(7). Promptly making shipments available for administration;

(8). 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 § 3.29.5)

(9). Administering medications as directed and in the appropriate manner in accordance with the Department's Pharmacy Manual regarding Medication Administration and Watch Take medications;

(10). All other medications will be administered to Inmates in accordance with written orders from Clinicians, which may include KOP (See § 3.29.3.6), BID and any other specific written instructions of Clinicians;

(11). Appropriately documenting medication administration;
(12). Tracking usage of stock medications;
(13). 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;
(14). Ensuring that non-narcotic drugs are stored in a Medication Room (See § 1.2.112) in an Infirmary or Dispensary in a single locked medication cart; and
(15). 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.

Medication Administration

3.29.3 Clinicians and Healthcare Professionals shall administer medication to all Inmates including all psychotropic medications, except in the designated IMHU and Special Needs Units.

3.29.3.1 For the Division of Pre-trial Detention and Services (DPDS), which includes the Baltimore City local jail for non-sentenced detainees, Baltimore Central Booking and Intake Center (BCBIC), Women's Detention Center (WDC), Men's Detention Center (MDC), and Jail Industries (JI), Clinicians shall order first dose medications during the RIE and IMMS processes and Healthcare Professionals shall administer the first dose of all newly prescribed medications as part of the RIE process within 2 hours after receipt, unless Immediate administration is deemed medically required (i.e., receiving screening). For all other facilities, Healthcare Professionals shall administer the first dose of all newly prescribed and received medications by the end of the shift during which the Intake occurred. There should be no delays in medication administration beyond 8 hours after receipt of a drug at any time unless it is directly related to a pill line schedule/time change by the facility. For any prescription for either the DPDS population or Inmate's at any other facility, stock medication shall be used to initiate therapy if the ordered medication is a "stock" medication. (see also § 3.29.5)

3.29.3.1.1 In any circumstance when the Contractor's Clinicians and Healthcare Professionals did not place medication orders in a timely manner, as described in § 3.29.3.1 above, the Contractor shall take all necessary means to obtain and administer the necessary medication 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.

3.29.3.2 Medications will be administered in accordance with written orders and consistent with the Department's Pharmacy Manual dosing schedules and the pill line schedule of the facility. Medications ordered shall be received twice daily for administration in the Pre-Trial Service Delivery Areas and within 24 hours for DOC and Patuxent facilities.

3.29.3.3 The Contractor's Healthcare Professionals or Clinicians shall record the actual time of medication(s) administration on a Department approved Medication Administration Record (MAR). (See § 1.2.107), including e-MAR, 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.

3.29.3.4 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.

3.29.3.5 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 electronic Medication Administration Record (e-MAR) 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.

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

(1). The Clinician 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 Theraputics (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.

3.29.3.7 The Department reserves the right to implement changes in the medication administration process including, but not limited to, changes in e-MAR.

Chronic Condition Medication Review

3.29.4 Chronic care patients who are high risk shall be seen monthly by a nurse or higher. All Inmates with chronic somatic conditions (See § 3.30) that are not high risk will be seen face-to-face by the Clinician at least quarterly for the purpose of medication review, including efficacy, dosage, side effects and need for continuance.

3.29.4.1 The Clinician shall ensure that an Inmate on chronic medications experiences no interruption in the administration of the medication as a result of non-availability due to the failure to order the medication. Refills shall be ordered per policy and processed to prevent interruption.

3.29.4.2 Chronic care appointments shall be scheduled and held at designated times and days consistent with the submitted fixed Chronic Care Clinic monthly schedule (See § 3.23.2) to ensure that there is no interruption in the availability of medication for want of Clinician action.

3.29.4.3 When an Inmate is transferred, prescribed medications shall be transferred with the Inmate to obviate the necessity of renewing the prescription prematurely at the receiving institution.

Stock Medications

3.29.5 All facilities staffed with medical/mental health nursing staff will be permitted to store a limited number of stock medications as agreed upon by the Department Director of Nursing, DPSCS Medical Director and the Other Healthcare Contractors.

3.29.5.1 Stock medication shall be used in response to "STAT" orders and newly ordered medication for an Inmate when available, if the Inmate has not yet received his or her patient specific drugs, or in other cases as agreed upon between the Department, the Contractor and Mental Health Contractor in collaboration with the Pharmacy Contractor.

3.29.5.2 Use of stock medication will require:

(1). Documentation on the stock card as described by policy; and

(2). Documentation on the MAR or in the e-MAR (when available) that the medication was given from stock, that includes the time, date, Route, and initials of the nursing staff or Clinician administering the medication.

3.29.5.3 Clinicians will document medications they provide consistent with Department policy with respect to medication administration. Nurses are permitted to document medication as ordered or dispensed by the Clinician, but the note accompanying such documentation must reflect the date, time and name of the person actually dispensing the drug.

Non-Formulary Medications

3.29.6 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 Medical Director with the Pharmacy Contractor and if the appeal is supported by the Contractor's Statewide Medical Director, it will proceed to the Department Medical Director and the Contractor's Statewide Medical Director for final disposition. Decisions of the Department Medical Director shall be final.

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.

3.30 Chronic Care Clinics

3.30.1 The Contractor shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize Decompensation and/or complications of diseases/conditions. Somatic health Chronic Care Clinics and individualized treatment plans developed through periodic outpatient evaluations minimize acute hospital care services and prevent misuse of primary care services.

3.30.1.1 Chronic care conditions include patients with chronic medical problems such as asthma, diabetes, epilepsy, hypertension, cardiovascular and infectious diseases (HIV/AIDS, TB, hepatitis, etc.), and other disabilities or conditions related to aging, terminal illness, etc.

3.30.1.2 All chronic care clinic attendance shall be tracked in the form and format as required by the Department Medical Director. The Contractor shall create and maintain a chronic care clinic attendance database to track the following:

- Attendance at each clinic;
- Each Inmate enrolled in a chronic care clinic and
- Each occasion when an enrolled Inmate is seen at a chronic care clinic.

This database shall be maintained on the Contractor's system, but must be transferred to a successor vendor. (See § 3.77.1.3) The Department Contract Manager shall receive a monthly report of chronic care clinic attendance and enrollees. (See also § 3.73.1.4.4.1).

3.30.1.3 A chronic care clinic shall be established for chronic complicated ophthalmology/optometry cases related to glaucoma, macular degeneration, and complicated diabetic vascular micro pathology covering each SDA without undue wait or excessive need for transport. Contractor nursing Staff shall participate/support in scheduling appointments for an optometry and/or ophthalmology specialist for a 90-day review of chronic care cases. A data tracking system shall be maintained (currently processed via MS Excel) for monitoring glaucoma and diabetic retinopathy and other chronic pathological conditions involving eye conditions.

3.30.1.4 The Clinician shall identify chronic medically ill individuals for enrollment in the appropriate somatic Chronic Care Clinic to assure regular follow up and evaluation of treatment plan efficacy and document the assignment to a chronic care clinic irrespective of the Inmate's active enrollment status. Refusals by patients for monitoring in chronic care clinics will not negate the responsibility to track and identify the Inmate as having the condition in the database. (See § 3.30.1.2)

3.30.1.5 The Contractor shall review national guidelines for disease/condition specific organizations in the development of treatment programs; e.g. American Cancer Society, American Diabetes Association, American Heart Association, etc. The Contractor shall follow Departmental policy for the prevention, care, and treatment of persons with chronic conditions.

3.30.2 The Contractor shall refer in writing or by electronic tasking via EHR to the Mental Health or Dental Contractor any Inmate identified in the screening or Assessment process, or otherwise in the course of care, who appears to require chronic (or acute) mental health care, dental care or other special need.

3.30.3 Chronic care patients shall be provided a chart review by a RN or Clinician every month and will be seen by a Clinician every ninety days at a minimum, and at more frequent intervals when clinically indicated. Identified in Attachment AA-1 as Chronic Care Report.

3.30.4 When new treatment or testing services for chronic conditions are recommended by the Centers for Disease Control and Prevention or other recognized authorities in treatment protocols, within a reasonable timeframe the Contractor will incorporate new/suggested treatment or testing services into the approved chronic care regimen after discussion with and review and approval by the DPSCS Medical Director.

3.31 Treatment of Acute and Sub-Acute Conditions

3.31.1 The Contractor shall render treatment to Inmates with acute and sub-acute medical problems or other medical or health problems that can't be medically managed in a clinic or in an infirmary designated by the Department. If the condition is determined to exceed the scope of the skill and/or available equipment of the Contractor's clinical and nursing staff, outside hospitalization may be medically indicated. In these events, the Contractor will give priority to hospitals with locked wards when in-patient care beyond emergency room service is indicated. (See also § 3.23 and § 3.24)

3.31.2 The Contractor shall afford treatment to Inmates whose medical conditions require that they be housed in respiratory isolation cells designated by the Department as part of the infirmary care program, unless outside hospitalization is medically indicated.

3.31.3 Infirmary and isolation unit rounds shall be made and documented no less than every shift by a licensed Healthcare Professional and daily during the first shift by a Clinician.

3.31.4 EHR will be used for routine documentation for each patient in the infirmary or isolation unit, and only original signatures or hospital/consultant reports will be kept in hard copy in accordance with the Medical Records Policy and Procedure Manual.

3.32 Emergency Medical Care

3.32.1 The Contractor shall treat and stabilize persons requiring emergent or urgent care, including Inmates, employees, and visitors. The Contractor shall provide emergent care to Department employees, if they cannot be safely sent to their employee health provider, and visitors until they can be transported to a community medical facility. (See § 1.2.69)

3.32.2 Every effort will be made to render appropriate care to Inmates onsite for emergency events, so long as the onsite efforts are not contrary to the health and well being of the Inmate.

3.32.2.1 The Contractor shall have Physicians on call 24 hours per day, seven days per week. (See § 3.18). When physicians are onsite in the facility they should be Immediately contacted concerning any prospective emergency medical care.

3.32.2.2 911 Events shall be responded to as follows: If indicated by a Clinician or in the event the emergency precludes prior notification to a Clinician without placing the life of the individual in jeopardy, a nurse may call 911 to alert the need to transport an individual to a local hospital emergency department for life

threatening events. The Contractor shall manage life-threatening emergencies by using the 911 emergency services established by MIEMSS. The Contractor's staff shall coordinate all emergency transfers with Custody. (See § 1.2.69 and § 3.22)

3.32.2.3 The Contractor is fiscally responsible for emergency room services provided to Inmates. (See § 3.3.1.4)

3.32.2.4 The Contractor shall ensure the availability of emergency treatment through predetermined arrangements with local hospitals. Prior to transport, the treating Clinician shall contact the local emergency room to advise staff there of the patient being transferred and his or her findings.

3.32.2.5 The Contractor shall document in the Inmate's EHR all emergency services provided to the Inmate, the date and time of the arrival of the ambulance, the condition of the Inmate prior to transport and to which hospital the Inmate was taken. All responses to a 911 Event are the responsibility of the Contractor. When a 911 Event has been responded to and referred to an outside hospital a copy of the record from the outside hospital shall be secured by the Contractor. All 911 related reports shall be forwarded to the ACOM and reviewed by the SDA's CQI team at the next scheduled quarterly CQI meeting and included in the minutes. This report shall be submitted quarterly as part of the Contractor's Serious Incident Report (SIR) described in § 3.58 and identified in Attachment AA-1 as Serious Incident Report.

3.32.3 The Contractor shall provide trained onsite medical personnel to operate emergency equipment at all times the Contractor is required to be onsite at a facility. Documentation of the training including dates offered, names of attendees, and syllabus on the use of all emergency equipment shall be maintained in the Contractor's training database. (See § 3.10.1.1)

3.32.3.1 The Contractor shall maintain and test all emergency medical equipment every shift and record findings on a paper log kept at the site of the emergency equipment, including emergency carts and AEDs.

3.33 Inpatient Hospitalization

3.33.1 The Contractor shall be responsible for all Inmate inpatient hospitalization. The Contractor shall refer Inmates for specialty/subspeciality and hospital services in a manner consistent with the Department's Utilization Management Manual when medically indicated.

3.33.2 The Contractor shall abide by direction from the DPSCS Contract Manager with respect to hospital utilization in conjunction with minimizing correctional officer commitment, maximizing public safety, and addressing any objection by the hospital to provide services to Inmate patients. The Contractor shall be cognizant of the fact that the only current secure hospital wards are at Bon Secours Hospital

(14 secured hospital beds plus 20 to 30 patient waiting room for outpatient clinics) and University of Maryland Hospital (limited services). Bon Secours Hospital is our primary secure hospital ward.

3.33.3 Inpatient hospitalization shall occur in conjunction with the Utilization Management Program, specifically including the requirement for twenty-four (24) hour, seven day per week availability of a Clinician by toll free telephone number to provide pre-certification and pre-Admission approvals for services that cannot be managed within **Normal State Business Hours**; **8:00 a.m. – 5:00 p.m. local time, Monday through Friday except State Holidays**. (See § 3.69.1.1).

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

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.

3.34 Specialty Care – General and Telemedicine

General

3.34.1 The Contractor is responsible for all medical onsite specialty care and all offsite speciality care, including hospitalizations, whether that offsite care is considered medical care, mental health care or dental care, emergent or scheduled care.

The Contractor's plan for delivery of specialty care shall be cognizant of Custody scheduling and correctional officer utilization. Specialty care Clinicians should be identified with consideration given, in part, to proximity to Inmates in need of services and capacity to see multiple Inmate patients in a single visit.

3.34.3 Contractor Staff shall provide assistance to visiting Clinicians such as medical specialists, dialysis personnel, therapists, and others as needed to assure quality Inmate care and smooth operations and continuity throughout the health care process. This includes scheduling, clinic support, facilitation of Custody transport of Inmates for appointments, requests made to the ACOM for clinic cancellations related to facility lock down or flooding, etc.

3.34.4 The Clinician shall be responsible for the entry of specialist progress notes, diagnoses, and any relevant information into the EHR.

3.34.5 The Contractor shall ensure that On-site (See § 1.2.109) and Off-site (See § 1.2.108) specialty Clinicians have appropriate board certification(s) and malpractice insurance coverage so as to be able to render on-site care when medically appropriate and are credentialed consistent with the Department's Policy and Procedure.

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

Telemedicine

3.34.6 The Contractor shall continue maintaining the Department's Tele-Medical programs in all aspects as required by the Department's Policies and Procedures.

3.34.7 Telemedicine services shall be used when medically indicated if onsite services are not available where possible and for patient care conferences to establish interdisciplinary plans of care. (See Attachment Z)

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

3.34.7.2 The Department's Telemedicine usage priority is for Inmates located in the Western and Eastern SDAs.

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

(1). The date used;
(2). The 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.

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

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

3.35 Specialty Care – Vision services

3.35.1 The Contractor shall maintain a program of routine vision testing, as described by policy and procedure, for near vision as well as far vision. Appropriate follow up and correction shall be included as a part of this testing program. Vision services as needed must be available to all Inmates in accordance with Department approved Ophthalmology / Optometry policy.

3.35.2 Based on referral from the Intake visual acuity screening, Inmates shall be afforded the opportunity to receive such services at intervals of no greater frequency than 24 months in accordance with guidelines of the American Optometric Association with the exceptions noted in § 3.30.1.3 and as follows:

3.35.2.1 Inmates 50 years of age or older, or persons with a suspected or confirmed diagnosis of Diabetes or severe vascular hypertensive or lipid disorders shall be afforded the opportunity to be examined by the Optometrist on an annual basis.

3.35.2.2 In the event of identification of a special need which arose prior to the defined frequency intervals, such as traumatic injury, disease, or disorder which impacts vision, the Inmate may be evaluated by the Optometrist more often than specified herein and referred to an ophthalmologist based upon demonstrated clinical need. In case of an eye emergency, transient, or other visual loss, infection or pain, the Contractor shall Immediately evaluate the Inmate and if medically indicated,

make a referral to an ophthalmologist within twenty-four (24) hours for a follow up Assessment.

3.35.3 When visual acuity screening reveals acuity at 20/40 or less, the Contractor shall have a licensed Optician(s) or subcontractor who shall prescribe and fit eyeglasses (or contact lenses if contact lenses are the only alternative to allowing the Inmate to see) in accordance with good medical practice and consistent with the Department's Ophthalmology policy.

3.35.3.1 Routinely, eyeglasses will be provided as prescribed as a part of the vision testing at a frequency of no greater than every other year and shall be provided by an optometry subcontractor for distribution in each SDA facility

3.35.3.2 For situations when an Inmate's lens prescription has changed significantly or other medical necessity arises in less than a two year period, the Contractor shall provide new prescription lens only to be fitted into the Inmate's existing glasses frames. However, if the new prescription lens will not fit into an Inmate's existing glasses frames the Contractor shall provide the Inmate with a complete new set of glasses.

3.35.3.2.1 If an Inmate loses or breaks his/her glasses, upon the request of the Inmate the Contractor must order a new pair of glasses with the appropriate prescription strength. However, the expense of replacement glasses for reasons other than as specified in § 3.35.3.1 and 3.35.3.2 will be borne by the Inmate, not the Contractor. Upon receipt of such replacement glasses the Contractor may include the cost of such glasses in its billing to the Department, with appropriate itemized cost and identification of the Inmate requiring the glasses. The Department will make the initial payment for the replacement glasses and seek reimbursement from the requesting Inmate.

3.35.3.3 If an Inmate has medically indicated contact lenses as stated in DPSCS policy, the Contractor shall make available to the Inmate all of the supplies needed to properly use and maintain the contact lenses.

3.35.4 The Contractor shall treat and manage glaucoma with an Opthamology specialist, and in accordance with a Department approved protocol.

3.35.5 The Contractor shall conduct all optometric and ophthalmologic evaluations within eight (8) weeks of referral for non-emergent care.

3.36 Specialty Care - Audiology

3.36.1 The Contractor shall make available to all Inmates/Detainees audiology services, including but not limited to, testing and appliances as needed and/or prescribed by policy and procedure, and the Americans with Disabilities Act.

3.36.2 This hearing testing program shall go beyond the use of a tuning fork and shall be developed for and/or maintained in all SDAs. For Inmates 22 and older, Audiometric examinations shall be conducted with the Inmate's periodic exam (refer to § 3.27), unless the Inmate demonstrates a significant level of hearing loss. Juveniles (age 21 and below) will be screened upon Intake and annually as part of school entry. Results shall be documented in the EHR. (See also § 3.26.1)

3.36.3 The Contractor shall conduct hearing screenings related to school evaluations for juveniles in accordance with the American Civil Liberties Union **(**ACLU**)** partial settlement in Duval v. O'Malley. (See Attachment H)

3.36.4 In addition to the appliances themselves, to assure the appropriate use of hearing devices, batteries shall be included as a Contractor expense.

3.36.5 The Contractor shall provide comprehensive onsite assessments by an Audiologist (either by an employee or subcontractor) for the need of hearing aids and obtain approval from Utilization Management prior to purchase. If the hearing aid purchase is approved by Utilization Management, an Audiologist shall perform the fitting. The Contractor must provide hearing aids, batteries and reexaminations as recommended by the Audiologist.

3.37 Specialty Care – Physical Therapy (PT)

3.37.1 The Contractor, or Contractor's Department-approved subcontractor, shall render physical therapy services to all Inmates requiring such services by Clinician order. The Contractor shall make every effort to provide such services onsite within the DPSCS correctional facility.

3.37.2 The Contractor will purchase and maintain basic equipment necessary for physical therapy onsite within the DPSCS correctional facilities, if not already available at a facility. (See § 3.21 and § 3.23.1)

3.37.3 The Contractor shall maintain a centralized PT schedule within the EHR and assure coverage that will provide physical therapy services as ordered statewide in DPSCS facilities.

3.38 Specialty Care – Dialysis Services

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

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

(4). Jessup (JCI)

3.38.1.1 The dialysis units will be fully staffed as needed to accommodate the patients needing services in those geographic areas. (See Attachment O). At the time of this document's preparation, these services are being provided to approximately fifty (50) patients.

3.38.1.2 The units shall be operated as necessary to meet the needs of the Inmate population, which may require operation seven days a week and on multiple shifts.

3.38.2 In the event of unavailability of dialysis machinery due to electrical outages or other circumstances, the Contractor shall have a written plan of action to meet the dialysis needs of these Inmates without interruption of service. A contingency plan shall include transfer to other DPSCS facilities as practical. The plan shall utilize outside non-Department facilities only after all other avenues have been exhausted and only upon the approval of the Department's Medical Director or, in his/her absence, the Department's DON.

3.39 Specialty Care – Obstetrics and Gynecology

3.39.1 The Contractor shall ensure that onsite gynecological services are available to the female Inmate population and that On-site (See § 1.2.109) obstetrical services are available to any pregnant Inmate. The Contractor shall maintain a list of specialized obstetrical services.

3.39.2 All pregnant Inmates shall be identified and triaged according to the DPSCS OB/GYN Guidelines, the Intake Exam Manual and the Inmate Pregnancy Manual.

3.39.2.1 An OB/GYN specialist or CRNP/PA supervised and trained in OB/GYN to manage high risk pregnant females must see all pregnant Inmates onsite within 14 days of entry into the facility. The Contractor shall have a Clinician assess and appropriately treat any pregnant Inmate admitted with a History of opiate use and refer them to an appropriate specialist in Addiction Medicine.

3.39.2.2 The Contractor shall make available appropriate prenatal care, specialized obstetrical services twice weekly, in 4-hour onsite clinics, and postpartum care for pregnant Inmates at all sites housing female inmates consistent with Department policy and guidelines. Prenatal care includes but is not limited to:

(1). Medical examinations including Doppler and ultrasound studies
(2). Laboratory and diagnostic tests (including offering HIV testing and Hepatitis testing and vaccination and prophylaxis when indicated)
(3). Advice on appropriate levels of activity, safety precautions, nutritional guidance, and counseling
(4). Pap smears, mammograms, and culposcopies shall be provided On-site.

3.39.2.3 In the event of any indication of difficulty or complications of the pregnancy, the Inmate will be taken to UMMS Labor and Delivery for Immediate attention per policy and procedure. Contractor shall bring to the attention of the Department Medical Director and the Contractor's Utilization Management Director for disposition Inmates who are at medical risk related to being able to sustain pregnancy beyond the first trimester. Such Inmates may include HIV pregnant Inmates and co-infected pregnant Inmates with Hepatitis B or C.

3.39.2.4 The Clinician shall discuss with each pregnant Inmate during the first trimester of pregnancy the Inmate's desire to continue the pregnancy, presenting factual information about risks associated with a decision to either continue or terminate the pregnancy.

3.39.2.4.1 If after such discussion it is the Inmate's desire to terminate the pregnancy, the Contractor shall make arrangements and have the responsibility to do so.

3.39.2.4.2 Elective terminations of pregnancy will only occur during the first trimester.

3.39.2.5 The Contractor may only terminate pregnancies beyond the first trimester that are medically required and appropriate after discussion with and written approval of the Department's Medical Director.

3.39.2.6 The Contractor shall secure and maintain a written agreement with a community facility for obstetric delivery, with priority given to UMMS Labor and Delivery.

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

3.40 Specialty Care – Terminally Ill Patients

3.40.1 The Clinician shall evaluate the status of terminally ill Inmates upon learning of their need, and participate with Mental Health Professionals of the Mental Health Contractor and the Department, and other Department staff in the development of a plan of care and support services. The plan shall be in writing and shall include the participation of the Department's Mental Health and Social Work staff and other specialists as appropriate. The plan of care and support will contain:

(1). A pain management program developed in collaboration with medical and mental health care Clinicians;
(2). A DNR (Do Not Resuscitate) process through a Palliative Care/Hospice program, which shall be explained to the Inmate and permission sought to assist him or her in the development of a written declaration of same;
(3). Care and support services that will include onsite durable medical equipment;
(4). A plan to assure that, upon Admission to an onsite infirmary, Inmates will be given a patient bill of rights, educated on a living will execution and identification of next of kin or guardian to act on their behalf, if necessary;
(5). On-going evaluation of the mental status of terminally ill Inmates.

3.40.2 The Contractor shall assist in accumulating information in conjunction with Medical Parole.

3.40.2.1 The Contractor shall make available to the Maryland Parole Commission, either directly or indirectly, any information relevant to an Inmate's direct or indirect quest for medical parole.

3.40.2.2 When appropriate under Department guidelines, the Contractor may directly or through the Department initiate a request for Medical Parole for a terminally ill or otherwise medically infirm Inmate who does not represent a threat to public safety as a result of his or her medical condition.

3.41 Transfer and Release

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

3.41.2 The Contractor shall ensure continuity of care within the Department by adhering to Department Policy and Procedures on Transfer and completing a Transfer Assessment Form and Continuity of Care Form.

3.41.2.1 The transfer form designated by the Department and contained within the EHR, shall be completed by the Contractor within twelve (12) hours of having been notified of transfer or release.

3.41.2.2 Transfer forms shall be considered valid for up to three months prior to the transfer, but shall be reviewed and updated as necessary before the transfer is made. Transfers occurring more than three months after the form has been completed shall require that the form be re-completed to assure current accuracy.

3.41.2.3 The Contractor shall prepare transfer forms for all Inmates anticipating release who are sent to a "release" center in order that the release shall occur in an appropriate geographical jurisdiction. The transfer form shall be reviewed and updated if necessary no less than monthly until the Inmate has been released.

3.41.2.4 Medication for an Inmate being transferred to another institution shall be transferred with the Inmate in coordination with Custody. The Contractor's sending and receiving facility staff must document that medication(s) was sent and/or received with the Inmate during a transfer consistent with the Department's Policy on the transfer of medication.

3.41.2.5 Healthcare Professionals receiving the Inmate shall review the transfer form at the Inmate's Assessment at his or her new location . If the Healthcare Professional determines that a face-to-face visit with the Clinician is required, a referral to the Clinician will be made to assess the Inmate. If the Inmate is stable at the time of the transfer, the Healthcare Professional shall make an entry in the Inmate's EHR to that effect. If health changes are seen that differ from the sending facility's Assessment, the Healthcare Professional or Clinician shall document those changes in the Inmate's EHR.

3.41.2.6 The Contractor may not initiate an infirmary to infirmary transfer or transfer to respiratory isolation cells without the approval of the Department Medical Director and Case Management.

3.41.2.7 For Inmates who have had an Intake or other physical examination within the last 12 months there is no need to repeat this examination unless medically indicated. A Clinician will at a minimum review a physical exam that was completed within the last 12 months. However, even if a physical exam was completed within the last 12 months, and following the process as described in §3.41.2.5, the Clinician shall comment upon any changes or updates and record that information in the EHR. If the last physical was performed more than 12 months previously, a new physical exam shall be conducted.

Regardless of whether a new physical is completed or the less than 12 months old physical is used, the Clinician will enter a statement into the EHR documenting any changes and report any abnormalities documented within the last 12 months unless the following is present:

(A) abnormal vital signs are apparent and acute medical problems or a chronic medical condition is unstable;
(B) a recent surgery within 6 months;
(C) a recent physical trauma;
(D) a recent change in medication consistent with the Department's manual on Chapter 1, Medical Intake (See Attachment W).

Where possible the Contractor will avoid duplication of any process(es) already completed while the Inmate was housed in DPDS. A transfer receiving screening will be performed upon entry to the Maintaining Facility.

3.41.2.8 An Inmate arriving at any institution, other than BCBIC, has already been committed and, the Clinician shall follow the Department's Manual on Medical Intake regarding the review process.

3.41.3 The Contractor shall utilize a Continuity of Care Form (hardcopy) consistent with Department Policy and Procedure in conjunction with Inmate release. (See Attachment II - Continuity of Care Form)

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

3.41.3.2 Prior to the time of release, the Continuity of Care Form should be completed, signed by the Inmate, and provided to the Inmate in adherence with DPSCS discharge procedures with a copy remaining in the hard copy chart. If the Inmate is to be transferred to another facility before discharge, the Contractor's Staff shall follow the process of including the signed Continuity of Care Form and medications into the Custody envelope for the transfer process following DOC Directives.

3.41.3.3 The Contractor shall provide Inmates who have chronic medical conditions being released to the community either: (a) a total 30-day supply of each current chronic care medication, consistent with the Department policy regarding discharge medications; or (b), if a discharge/release planner has identified a community resource and obtained a confirmed appointment with an appropriate community healthcare provider, medication to continue treatment until the appointment, with the following exceptions:

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

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

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

3.41.3.3.1 Upon receipt of a NTP from the DPSCS Manager/Director, the Contractor shall initiate a program to provide a prescription for continued medication for a maximum of 30 days, with no refills,

3.41.3.4 Any actual medication being supplied to the Inmate upon 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.

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

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

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

(1). Open and continuous communication with Department Case Management and DPSCS Social Workers to assure that all persons in need of medical and/or mental health follow-up upon release are served;

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

(3). Verifying release dates reflected in EHR for Inmates known to be in need of community medical assistance;

(4). Collaboration with DPSCS Social Workers in the facilities to assure that information regarding releases is shared and that those persons required to be followed through discharge have information that is complete;

(5). Collaboration with medical and/or mental health specialists to ensure that any special instructions or follow up requirements are conveyed to the Inmate;

(6). Assuring that all Inmates with a documented chronic, mental health or acute disease/condition receive a supply of medications consistent with Department policy, and that the signed medication receipt document by the Inmate is maintained in the Inmate's paper medical record;

(7). Completion of an approved Continuity of Care Form for the Inmate to take to his/her community medical care provider.

(8). Entry of the following information in the database described in 3.41.5.1.
   (a). Released Inmate identification including DOC number;
   (b). Actual date of release;
   (c). Diagnoses requiring continuity of care;
   (d). Documentation that the Continuity of Care form was completed and provided to the Inmate as required;
   (e). Medications provided upon release including amount, dosage and Route;
   (f). Any "last minute" patient education provided;
   (g). Any suggested follow up sites provided to the released Inmate;
   (h). Where, if any, referrals for follow up care were made with dates and location of any appointments made for the released Inmate.
   (i). Name and title of the nurse completing the log entry.

(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.

3.41.5.1 The Contractor shall develop and maintain a database to be used to input the information described in 3.41.5 (1)-(8), with searchable, read-only access by the DPSCS Contract Manager, DPSCS DON, and DPSCS Medical Director made accessible via secure (password protected) internet or LAN connection.

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

3.41.6 Upon notification from the Department in anticipation of the release of any Inmate, the Contractor shall complete required health examinations and/or health related forms in application for Social Security income benefits, Medicaid/Medicare, PAC or any other entitlement program for which the Inmate might be eligible upon release (See § 1.2.63 and Attachment U), and shall forward copies of those forms to SDA Social Work personnel.

The Contractor shall fully implement the portion of its Technical Proposal, as may be revised in accordance with § 3.16, relating to assuring that known releasees are counseled on future medical benefits concerning the Healthcare Reform Act provision to go into effect in October 2013. Appropriate Contractor Staff shall also meet with the Inmate/detainee prior to release to discuss any discharge orders for that Inmate/detainee.

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.

3.42 Diagnostics – Laboratory

3.42.1 All laboratory and related costs including the interface with the Electronic Health Record are the responsibility of the Contractor, except as listed for Mental Health services as identified in § 3.42.2.

3.42.2 Diagnostic services shall include blood draws, smears, cultures, and any other diagnostic collection of all specimens and data collection and all transportation of specimens, testing data and documents, including any laboratory services requested by the Mental Health Contractor (the Dental Contractor is responsible for all blood work requested through a written order from a Dentist). However, the Mental Health Contractor shall be responsible for all costs related to laboratory blood tests ordered by the Mental Health Contractor, including blood draws, lab tests and lab results completed for mental health reasons. These services shall be available daily. Nursing and higher-level medical Staff shall be utilized if phlebotomists are not available. No test shall be delayed due to the absence of phlebotomists.

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.

3.42.3 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. The Contractor shall continue to utilize and financially compensate the services currently provided by the State Laboratories currently located at 201 West Preston Street, Baltimore, Maryland 21201 for RPR testing, except for those tests for pregnant or suspected pregnant women.

3.42.3.1 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 laboratory services shall be able to generate separate reports for Hepatitis, HIV, Hemoglobin A1C (See § 1.2.103), and other lab tests as requested.

3.42.3.2 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.

3.42.4 The Clinician 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. The Clinician will review the results of the tests with the Detainee/Arrestee in accordance with the timeframes listed in §3.26.2. 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 physician or psychiatrist 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 Clinician that contains an initialed date and time indication on the form. Validation of all lab reviews in EHR by the Clinician shall be done for all electronic as well as paper lab results received.

3.42.5 All significant laboratory results shall be brought to the attention of the Clinician the same day the results are received. If the Clinician is absent the results shall be brought to the attention of the On-call Clinician for that facility. Upon receipt, the Clinician shall review and make a notation in the EHR regarding those significant results and the plan for care subsequent to the results. Inmates shall be scheduled to review significant lab results with a Clinician in accordance with the timeframes listed in §3.26.2.

3.42.6 All non-significant laboratory results shall be shared with the Inmate at the earliest feasible date (routine visit, sick call, or if nothing is scheduled, a special visit to the clinic for results) in accordance with the timeframes listed in §3.26.2.

3.42.7 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

3.42.8 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).

3.43 Diagnostics - Radiology

3.43.1 The Contractor shall be responsible for all radiology and related costs.

3.43.2 All routine x-rays shall be provided in the Service Delivery Area with either onsite x-ray machines or a mobile service. X-rays shall be taken by a registered technician and shall be read by a Board Certified or eligible radiologist. The Contractor shall ensure that a schedule for each SDA of the radiology services, dates, times and place is available and posted for Contractor staff. (See

Attachment EE – Radiology Data). When required by the nature of the Inmate, the Contractor shall provide a pass for the Inmate to access radiology diagnostics. Routine x-ray schedules shall be provided using a web-based scheduling software application that can be centrally accessed by appropriate Department personnel by secure means.

3.43.3 The Contractor shall ensure that results are reported to the prescribing Clinician within forty-eight hours. Positive findings are to be faxed, emailed or telephoned to the prescribing Clinician within 2 hours of reading and interpreting the x-ray. The on-call physician shall be notified of positive findings if the prescribing physician is not on duty. Documentation of the results shall occur on the same day.

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

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

3.44 Diagnostics - Electrocardiogram

3.44.1 The Contractor shall provide EKG services at all dispensaries with a cardiologist's interpretation (over read) provided within the first 24 hours following the test. Telemedicine cardiac Assessment of chest pain or EKG abnormalities shall be available within six months after the Go Live Date (§ 1.4.3) for access by any Service Delivery Area.

3.44.2 For potential emergency situations, the Contractor's Staff shall contact staff at an appropriate emergency offsite treatment facility to transmit EKG results and/or seek guidance as to the proper disposition of the case; i.e. should the Inmate be transported Immediately versus other alternatives.

3.44.3 The prescribing physician or the physician on-call shall be notified Immediately of all abnormal results and/or normal findings in emergent cases. The results and disposition of the case (i.e. the immediate plan for treatment) will be documented in the EHR.

3.45 Diagnostics – Troponin Enzyme Test

3.45.1 The Contractor shall adhere to a Department approved plan for the use of Troponin enzyme tests and assure that all nurses working in infirmaries where it is employed are trained in the care and use of the test.

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

(1). Shall work with the Department to evaluate the efficacy of using the test to limit the need to transport Inmates complaining of chest pain to emergency rooms for evaluation of possible heart attacks;
(2). Identify the DPSCS institutions which have experienced significant offsite transports for cardiac evaluation; and
(3). Expand the process to additional sites beyond NBCI as directed by the Department.

3.45.3 Expansion shall include obtaining any permissions, licenses, or certifications and all staff training and oversight as necessary to assure quality patient care in the use of Troponin.

3.46 Contractor's Role in Delivery of Mental Health Services

3.46.1 The Contractor shall refer Inmates to the Department's Mental Health Contractor Immediately upon detecting a possible mental health need during the delivery of medical services and, if that Inmate is already receiving mental health services, make certain that an observation note is included in the EHR by the medical staff making the referral.

3.46.2 The Contractor's Clinician shall:

(1). Refer Inmates to the Department's Mental Health Contractor for mental health needs, or on-call psychiatrist for medication issues;
(2). Dispense and administer medication for Inmates with diagnosed mental disorders that have been prescribed psychotropic medication intervention except for Inmates in Inpatient Mental Health Treatment Units;
(3). Conduct and/or obtain all lab tests associated with the prescribing of psychotropic medications as ordered by a psychiatrist;
(4). Provide consultation services to the Department's mental health staff in the event of co-morbid conditions;
(5). Provide the necessary examinations and medical clearance to permit an Inmate to be transferred from a Maintaining institution to the

IMHU a Special Needs Unit or one of several in-patient mental health treatment units regardless of shift consistent with the Department's Transfer policy;

(6). Collaborate with mental health specialists (both Mental Health Contractor and Department Mental Health staff) on suicide prevention and reduction of self-injurious behaviors, adhere to the requirements of the "Suicide Prevention Program Manual", and include the Mental Health Contractor in CQI discussions no less than once every three months in each SDA;

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

(8). Report psychotropic medication non-compliance to the Department's Mental Health Contractor for remedial intervention with the patient.

3.47 Contractor's Role Relative to Dental Care

A. Emergency Care

3.47.1 Twenty-four hour emergency dental care shall be provided to all Inmates in all facilities. If indicated, hospital-based emergency care shall be provided. The Contractor shall be responsible for the cost of this hospitalization. (See § 3.34.1)

3.47.2 As medically indicated, with or without direction from the staff of the Dental Contractor, the Contractor shall assure that all persons requiring emergent dental care and/or stabilization receive that attention as medically appropriate, including off-site oral surgical Assessments, abscessed tooth pain management, bleeding gums, oral lacerations, etc. All offsite ER and inpatient dental related treatments costs shall be borne by the Contractor.

3.47.2.1 The Contractor shall notify the on-call Dentist as appropriate and/or make a referral to the Dental Contractor.

3.47.2.2 All information relating to oral surgery, broken jaws, wiring, or dental situations requiring admission to the infirmaries shall be provided to the Dental Contractor Immediately, even if it necessitates utilizing the on-call dental roster for that SDA.

B. Elective Inpatient & Outpatient Procedures

3.47.3 The Contractor will be responsible for all dental procedures (costs and arrangements) requiring inpatient and offsite ambulatory procedures, with the exception of dental prosthetics, dentures and onsite operative procedures performed by the Dental Contractor. When necessary, arrangements for procedures will involve consultation with the Dental Contractor.

3.48 Patient Care Conferences

Patient Care Conferences (See §1.2.76) shall be planned and implemented for any medical or mental health patient (Inmate/Detainee) in need of interdisciplinary care planning, such as those with multiple diagnoses requiring acute attention to treatment to avoid error, behavioral problems disrupting clinical services, or out of state persons that may require special planning for continuity of care. The Contractor will act as the primary facilitator of the Conference with support from any designee from Other Healthcare Contractors for roles specified by the Contractor. Any disputes arising from any assignments regarding the disposition of an Inmate will be presented to the DPSCS Medical Director for resolution. The DPSCS Medical Director's decision in such matters shall be considered as final.

3.49 Infection Control

3.49.1 The Contractor shall operate a comprehensive Infection Control Program under the direction of the Contractor's Statewide Medical Director and Statewide Director of Nursing, that ensures that communicable diseases are appropriately diagnosed, treated, and controlled to prevent and minimize infectious disease outbreaks.

3.49.1.1 The Contractor shall report all reportable positive test results to State health authorities as required by Health General Article, section 18-202.1 and COMAR 10.18.02.05; instructions for which disease and how to report may be found on the DHMH web site. Any reportable disease shall be brought to the attention of the DPSCS Medical Director and DPSCS Director of Infection Control as soon as such a disease entity is suspected. This report shall be submitted monthly to the Department Contract Manager, Medical Director and Director of Nursing as part of the Contractor's Infectious Disease report in the form and format as required by the DPSCS Contract Manager.

3.49.2 The Contractor's Infection Control program will be staffed with a Director for Infection Control, Infection Control nurses and coordinators as identified in the Staffing Matrix (Attachment R). The Director for Infection Control must be either a Physician (MD) or have a Master of Public Health (MPH) degree. The Contractor shall manage an infection control program in compliance with Centers for Disease Control and Prevention guidelines and Occupational Safety and Health Administration regulations, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and State laws and Department policy and guidelines.

This report shall be submitted monthly and quarterly to the DPSCS DON as part of the Contractor's Infectious Disease report in the form and format required by the Department Contract Manager and DPSCS Director of Nursing.

3.49.2.1 The Contractor's Medical Director, Director of Nursing and Directors of Infection Control for each SDA and nurses specifically designated to Infection Control shall be responsible for the overall management of the Infection Control Program within each respective SDA. A mandatory quarterly Multi-Disciplinary Regional Infection Control meeting within each Service Delivery Area throughout DPSCS shall be organized and chaired by the Contractor's Regional Medical Director, Regional Director of Nursing, Regional Infection Control staff and appropriate DPSCS personnel. Identified in Attachment AA-2 as Multi-Disciplinary Regional Infection Control Meeting.

A mandatory monthly Multi-Disciplinary Statewide Infection Control meeting shall be organized and chaired by the Contractor's Director of Infection Control, that shall include as attendees the Contractor's Regional Medical Directors, Statewide DON, Regional Directors of Nursing, the Pharmacy Contractor's representative, the Department's Director of Infection Control, the ACOMs and, as appropriate and necessary, invitee representatives from the Dental and Mental Health Contractors, local health departments, the Department of Health and Mental Hygiene, and the AIDS Administration. Identified in Attachment AA-2 as Multi-Disciplinary Statewide Infection Control Meeting.

3.49.2.2 The Contractor shall ensure that Staff are specifically oriented and trained to comprehensively support the Department's Infection Control Program as outlined in the Department's Infection Control Manual.

3.49.2.3 The Contractor's Infection Control staff shall be responsible for the onsite clinical Case Management of infectious disease patients identified for infectious disease consultation, regardless of mode of consultation (e.g. Telemedicine, on-site consult, off-site consult, etc.). This responsibility includes Inmates with positive RPR, gonorrhea, HIV/AIDS, hepatitis virus, MRSA, tuberculosis disease (active and latent) and infection, and any other infectious disease patients in need of specialty consultation and subsequent treatment, monitoring and tracking throughout the DPSCS system. The Contractor's Infection Control staff shall not "fill in" for staff shortages or vacancies noted in the Monthly Facility Staffing Schedule (§ 3.6.4) without notification to the ACOM. Infection Disease reporting shall be made available in the Contractor's database with searchable, read-only access by the DPSCS Contract Manager made accessible via secure (password protected) internet or LAN connection.

3.49.2.4 The Contractor's Director of Nursing and Infection Control Coordinators and/or their designees shall attend each Service Delivery Area's Monthly CQI Meetings, the monthly Department Medical Advisory Council Meetings, the monthly Multi-Disciplinary Statewide Infection Control Meetings, and any meetings identified or

called by the DPSCS Contract Manager and DPSCS Director of Nursing for the purpose of attending to issues related to Infection Control Program activities.

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

(1). Any investigations deemed necessary by the Department Medical Director for prevention of spread and/or to locate the source of an infectious process.

(2). The Immediate notification to the Department's Director of Nursing and DPSCS Medical Director of any infectious disease issues in accordance with the Department's Manual of Infectious Disease Policies and Procedures, including actions taken and to be taken up to the time of that notification.

(3). Monthly education and in-service presentations related to Infection Control issues for the staffs of the Contractor, Department and Other Healthcare Contractors (Dental and Mental Health) at the Infection Control meetings described above.

(4). Education for the Inmate population for all DPSCS facilities in concert with the Contractor's described educational outreach approach from its final Technical Proposal, as may be revised in accordance with § 3.16. In addition, as directed by the DPSCS DON the Contractor shall prepare educational materials related to specific outbreak concerns or preventive/cautionary measures. The specific content of such material and means for distribution shall be approved by the DPSCS DON.

(5). Oversight of the testing programs for infectious diseases.

(6). Continuation of the discharge of HIV Inmates to the community in connection with Ryan White grantees.

(7). Audits related to infection control as assigned by the Contractor's Director for CQI or as requested by the DPSCS Medical or Nursing Directors.

(8). Providing individual Inmate education as indicated.

(9). Providing a monthly SDA CQI report.

3.49.3 The Contractor shall:

3.49.3.1 Submit as a part of this program a monthly Safety and Sanitation report from each of the Service Delivery Areas (See § 3.57.1.2). This shall be done in collaboration with facility Safety and Sanitation staff. This report shall be submitted monthly to the DPSCS DON and ACOM. Identified in Attachment AA-1 as Safety and Sanitation Report.

3.49.3.1.1 The report will include the results of an inspection by the Infection Control Staff that 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 § 3.57.1.1.

3.49.3.1.2 Submit to the Department DON a monthly report of all infectious disease surveillance, and include in that report the incidence and all related surveillance activities for each disease. At a minimum that report will contain incidence and rates for Tuberculosis, HIV+ disease, Hepatitis C, STDs, MRSA infections, and any reportable infectious conditions, and isolation use. (see Attachment T - Infection Control Reporting Form). This report shall be submitted to the Department DON as part of the Contractor's Infectious Disease report in the form and format as required by the Department DON.

3.49.3.2 Specifically design, implement and maintain a program for the prevention of MRSA in the facilities.

3.49.3.3 Specifically design, implement and maintain programs for HIV and Hepatitis C prevention and control in the facilities consistent with the Hepatitis C Panel and Infectious Disease Consultants (Johns Hopkins and University Hospitals) using Telemedicine and Department policy and procedure.

3.49.3.4 Report and have a plan in place to respond to any potential infectious disease outbreak or initial index case(s). (Such as H1N1, Bird Flu, Influenza, MRSA, Chicken Pox, etc.). This report shall be submitted to the Department DON as part of the Contractor's Infectious Disease report in the form and format as required by the Department DON.

If recommended for award, the draft Plan shall be finalized and submitted to the DPSCS Contract Manager within forty (40) days of Contract Commencement. The DPSCS Contract Manager 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 within five (5) days of receipt of the comments.

3.49.3.5 Execute the routine collection of lab specimens from infectious disease patients at the facility level by the facility nursing staff as required by Department policy and procedure. The specimens collected shall include blood or oral testing collection, placement and reading of PPDs, smears and cultures as needed to diagnose and suggest treatment.

3.49.3.6 Administer vaccines as medically necessary and/or age/disease appropriate to include but not be limited to:

- Flu, chicken pox, hepatitis, and any other vaccine as medically necessary as required by Department policy and procedure.
- Specifically administer hepatitis B vaccine to all facility Inmate workers and document the Inmate name, date of the vaccination and the facility at which the worker receives the vaccine as part of the monthly Infection control report.
- Hepatitis A and B immunizations to HIV and/or HCV infected Inmates as medically appropriate.

- Juveniles and pregnant Inmates should receive immunizations as prescribed by national immunization schedules .

3.49.3.7 Infection control staff shall Immediately document in the Inmate's EHR any processes pertinent to the care of the Inmate and enter the Inmate's data into the DPSCS Infectious Disease Data Base. (See § 3.73.1.4.3.1)

3.49.3.8 Provide education and information on HIV and hepatitis and offer HIV testing to all Inmates at Reception/Intake (§ 3.26.2.3). Document daily by facility the number of Inmates who received education, information and testing. Such information shall be reported on the monthly Infectious Disease Report and the State Stat template; identified in Attachment AA-1.

3.49.3.9 Offer all at-risk Inmates identified as eligible treatment for Hepatitis B and C and when indicated provide treatment for Hepatitis B and C in a manner consistent with the Department's protocol on management and treatment of Hepatitis. If an Inmate declines treatment despite being identified as being at-risk and eligible for treatment, the Contractor shall obtain a signed refusal, file it in the Inmate's hard copy record, document the Inmate's refusal to be treated in the Inmate's EHR, and enroll the Inmate in the chronic care clinic (see Section 3.30) whereby he/she will be monitored for the disease.

3.49.4 The Contractor's Infection Control Coordinator and Infection Control staff, as well as designated facility staff, shall provide orientation, training and support for the Contractor's medical and nursing staff in the acquisition of the skills necessary to execute the activities of the Infection Control Program guidelines. Examples of such skills include, but are not limited to, the placement and reading of PPD's for screening of TB infection, phlebotomy skills for drawing blood for monitoring the status of infectious disease Inmates, and acquisition of specimens for HIV testing through OraQuick technique.

3.49.4.1 Training shall be delivered after all necessary certifications (from the Department of Health and Mental Hygiene, AIDS Administration, and other governing bodies) have been obtained to permit the training.

3.49.4.2 The Contractor's Medical Director, DON and Infection Control Coordinators shall provide Infection Control in-service and training activities and schedules to the Department's DON and submit an annual in-service training calendar schedule within thirty (30) days after the Commencement of the Contract for the first Contract Period, and of each subsequent Contract Period. Identified in Attachment AA-1 as Annual In-Service Training Calendar.

3.49.4.3 The Contractor shall document the training activities in the training records of its employee database. This database shall have searchable, read-only access by the DPSCS Contract Manager, DPSCS DON and ACOMs and be accessible via secure (password protected) internet or LAN connection.

3.50 Investigation and Follow up of Grievances, Administrative Remedy Procedures Complaints and Other Complaints

3.50.1 The Contractor shall investigate grievances, Administrative Remedy Procedures (ARP) complaints and any other types of complaints made by Inmates or any other person of interest regarding any aspect of the Medical Health Services and respond to the Department's OPS Administrative Unit ARP Coordinator or the Department's Inmate Grievance Office (IGO) for DPDS within ten days of receipt of the request. The Contractor shall fully comply with the Administrative Remedy Procedure (ARP) directive and policy and its time restrictions (Attachments P-1 and P-2) and Inmate Grievance Procedure (Attachments P-3 and P-4).

3.50.1.1 The Department will forward any Inmate correspondence or correspondence from other persons of interest received relating to grievances, Administrative Remedy Procedures (ARP) complaints and any other types of complaints to the Contractor for activities within the scope of this contract. The Contractor shall respond as directed in Section 3.50.1.

3.50.1.2 A copy of complaints about service received directly by the Contractor shall be forwarded to the Department's Inmate Correspondence Coordinator upon receipt to determine what response is required.

3.50.1.3 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.

3.50.1.4 All correspondence relating to complaints and all grievances or ARP's shall be tracked in an Excel spreadsheet to include:

- 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)

3.50.2 The Department Medical Director, in his/her sole discretion, may direct the Contractor to take specified action with regard to a complaint.

3.51 Emergency Preparedness

3.51.1 The Contractor shall ensure that medical personnel are available to provide health care services on-site as required by this Contract during severe weather, natural disasters, pandemics and other emergencies. Subcontractors providing dialysis and other specialty services must also have plans that permit the continuity of operations under such conditions.

3.51.2 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).

3.51.2.1 The Contractor, as part of its Emergency Management Plan, shall plan for mass outbreaks of infectious disease, showing plans for the use of the available respiratory isolation beds as well as other areas in the various facilities, in collaboration with the Department of Health and Mental Hygiene (DHMH) and the Maryland Institute for Emergency Medical Services System (MIEMSS).

3.51.2.2 The draft Emergency Management Plan submitted in the Contractor's Technical Proposal shall be finalized and submitted to the DPSCS Contract Manager and DPSCS Medical Director in the form and format as directed within forty (40) days of Contract Commencement. The DPSCS Contract Manager and DPSCS Medical Director 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 Medical Director within five (5) days of receipt of the comments.

3.51.3 The Contractor shall participate in:

3.51.3.1 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 any drill evidenced a significant deficiency and unsatisfactory result, the medical portion of the mock disaster or other drill shall be re-conducted at the direction of the DPSCS Medical Director.

3.51.3.2 Departmental requests for regional emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.

3.51.3.3 Departmental requests for statewide emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.

3.51.3.4 The Contractor shall document and critique the responses of its Clinicians, Healthcare 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.

3.51.4 The Contractor shall document and critique the response of its Clinicians, Healthcare 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.

3.52 Hazardous Waste

The Contractor shall be responsible for and provide for the removal and disposal of all bio-hazardous or toxic waste created by the operation of the Inmate health care program by the Contractor, its subcontractors, and Other Healthcare Contractors involved in the Inmate health care program, in accordance with Federal and State laws.

3.53 Renovations of any Facility sites or Portions of Those Sites

The Contractor shall not renovate any Department structure without the written permission of the Department.

3.54 Research and University Based Clinical Trials

3.54.1 The Contractor shall cooperate with Department approved research studies and/or special clinical programs.

3.54.2 Research shall not be conducted without specific written approval by the Department Contract Manager and Department Medical Director as well as approval by the Department's Research Committee.

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

3.55 Continuous Quality Improvement (CQI)

3.55.1 The Contractor shall implement a CQI program, under the direction of a CQI Director who shall be a RN with, at a minimum, a bachelor's degree. As part of this CQI program, the Contractor shall participate, as required by the Department 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.

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

(1). Quarterly State-wide multi-Contractor Committee meetings, chaired by the Contractor's UM Medical Director, at a Departmental location as designated by the Department Medical Director and/or DON with all appropriate State and Contractor personnel including, but not limited to:

(a). The Department's Medical Director, Director of Mental Health, Director of Social Work and Director of Nursing;
(b). The Department's DON,
(c). A representative of the Contractor's Director of Infection Control/designee ,
(d). SDA Directors of Nursing and Regional Medical Directors of the Contractor and representatives of the Other Healthcare Contractors.

Such meetings will include updates on infectious disease within the various Service Delivery Areas that include outbreaks, care for disease, program initiatives, and other appropriate disease topics that can lead to improved quality of care in the Service Delivery Areas. Identified in Attachment_AA-2 as Quarterly Statewide Multi-Disciplinary CQI Meeting.

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

(3). Monthly area multidisciplinary CQI Committee meetings in each Service Delivery Area, which shall be chaired by the Contractor's Service Delivery Area's Medical Director.

Membership shall include, but not be limited to:

(a). The Assistant Commissioner of Correction/designee for the SDA,
(b). The Department's Area Contract Operations Monitor (ACOM),
(c). The Contractor's Area DON,
(d). A Dental Contractor representative,
(e). The Mental Health Contractor's Area Psychiatrist,
(f). The Contractor's Area Infection Control Coordinator/designee,
(g). The Department Chief Psychologist(s) within the SDA,

(h). Representatives from other Department sections, Other Healthcare Contractors, or any other appropriate entity.

The Committee shall perform the following functions:

(i). Review the total health care operation, identifying areas for improvement in accordance with Department policies and procedures including monitoring, updating and compliance with any consent decree;

(ii). Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's DON;

(iii). Analyze issues referred by the DPSCS Contract Manager, Medical Director, Director of Nursing and Warden or his/her designee or identified through the total CQI process;

(iv). Develop corrective action plans, take corrective actions, evaluate their effectiveness; and

(v). Document and report all activities in Committee minutes; See § 3.20. This report shall be submitted to the DPSCS DON as part of the Contractor's regional monthly and quarterly multi-Contractor CQI meetings reports in the form and format as required by the DPSCS DON.

(vi). Monitor and update compliance with any consent decree.

Any major successes and/or obstacles discussed at these meetings will be brought to the Quarterly Statewide meetings for continued discussion and to share lessons learned.

(4). Subcontractors shall be included in CQI meetings as appropriate and may be requested to attend to address such topics/projects/reports related to:

- off-site hospitals,
- specialty physicians,
- laboratory, and
- related health care programs and offerings.

The Contractor shall submit documentation in support of this CQI effort to the Department's DON, as directed, in a unified format that covers the areas indicated above.

3.56 Peer Review

3.56.1 A monthly Peer Review report of Clinicians judged not to meet professional standards (see § 3.73.1.5) shall be submitted to the DPSCS Medical Director.

3.56.2 The Contractor's Utilization Management Director shall manage the process for professional peer review as outlined in the Department's Utilization Manual.

3.56.3 The Contractor's Clinicians will comply with and contribute to a requirement for Peer Review that will be managed through the internal utilization process with the results to be communicated to the Department Medical Director. (See § 3.10)

3.56.4 A discipline appropriate, clinically equivalent, Clinician designated through Utilization Management shall review the work of all practicing Clinicians minimally on an annual basis, with the results to be communicated to the DPSCS Medical Director within 15 days of the anniversary of hire date, with the exception of external community offsite specialists which are not subject to peer review.

3.56.5 The Contractor shall also conduct ongoing "Peer Review" monitoring of individual and contracted specialty consultants (specifically dialysis and tele-medicine) providing direct services within the infirmary (i.e. food care management, etc.) to assure that quality services are being provided.

3.56.6 The Contractor will adhere to a requirement for Peer Review that will be completed by the Contractor's Utilization Management Director.

3.56.6.1 The Contractor shall conduct Utilization Review/Utilization Management specific reviews of the work of all of its own Clinicians or other subcontracted persons, including all Clinicians providing Inmate health care services to the Department.

3.56.6.2 A Clinician specific peer review shall be conducted at the request of the DPSCS Medical Director if the care in a specific death review was deemed below standards such that concerns related to ongoing competency are raised.

3.56.6.2.1 The review must be completed within 10 working days and e-mailed within that same time to the DPSCS Medical Director/designee.

3.57 Contractor Safety and Sanitation Inspection

3.57.1 In addition to the requirements of § 3.49, the Contractor shall coordinate with designated DOC personnel monthly for Safety and Sanitation Inspections of each of the Service Delivery Areas.

3.57.1.1 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.

3.57.1.2 The Contractor will submit a Safety and Sanitation report, which shall include the information required in § 3.49.3.1 and § 3.49.3.1.1, to the Services Delivery Area Multidisciplinary Continuous Quality Improvement Committee, as well as a

monthly written report to the Department. Identified in Attachment AA-1 as Monthly Safety and Sanitation Report.

3.57.2 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.

3.58 Risk Management Program

Risk Management

3.58.1 The Contractor shall abide by all Department rules, regulations, policies, and procedures regarding risk management and will work in collaboration with the Other Healthcare Contractors to assure that safety and prudence are exercised at all times.

Risk management includes providing emergency medical care to State employees when a HIV exposure occurs at the workplace if the employee cannot be transported to a local hospital or health agency within the prescribed time for treatment, to include first aid, education, referrals, and offering the first dose of prophylactic medication.

3.58.2 Incident Reports

3.58.2.1 All incidents/accidents/errors listed below shall be reported to the DPSCS Director of Nursing within 24 hours of the occurrence on the DPSCS Security Incident Report (IR) 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). Unexpected or unexplainable deaths,
(2). All suicides, successful or attempted,
(3). Assaults on Contractor staff,
(4). Inmate assaults requiring medical treatment,
(5). Post “use of force” examinations,
(6). Emergency Responses necessary to maintain or resuscitate life, including 911 Events.
(7). Injuries occurring as a part of work accidents, such as, but not limited to needle sticks, staff falls, etc.
(8). Exposures to infectious diseases,

(9). Prophylaxis administration,
(10). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.)
(11). Treatment/medication errors or missed treatments, missing documentation, and
(12). Visitor/Custody employee/Vendor employee injuries wile on DPSCS properties.

If directed by the ACOM or DPSCS Director of Nursing, within 10 days of the submission of the IR, the Contractor shall submit a Corrective Action Plan concerning prevention of re-occurrence.

3.58.2.2 The Contractor shall submit a quarterly Incident Report Summary (as part of Quarterly Risk Management Report identified below) to the DPSCS Director of Nursing of all incidents/ accidents/ errors occurring or discovered by its staff during the preceding three months. Included with this quarterly Incident Report Summary shall be all IR forms submitted as required by § 3.58.2.1 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.

This report identified in Attachment AA-1 as Quarterly Risk Management Report (to include the Incident Report Summary and all IR forms) shall be submitted to the Department DON as part of the Contractor's regional quarterly multi-Contractor CQI meetings reports in the form and format as required by the Department DON.

Risk management includes providing emergency medical care to State employees when a HIV exposure occurs at the workplace, to include first aid, education, referrals, and offering the first dose of prophylactic medication.

Pre-Trial Violence Reduction Program

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

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

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

draft within 10 days from receipt. Within 5 days the Contractor shall submit a revised draft incorporating the required changes to Department Medical Director for final written approval. The Program shall be implemented as of the Go Live Date (see § 1.4.3).

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

3.59 Mortality Review Program

3.59.1 The Contractor shall manage a formal mortality review process.

3.59.2 Initial death reviews (known as Morbidity and Mortality Conferences), which consist of a review of medical records and a discussion by caregivers at the facility where the Inmate had been cared for shall be completed within seventy-two (72) hours of the death. At a minimum, the treating Clinicians (regardless of discipline), the ACOM, nursing Staff, State psychology Staff, and as appropriate Social Work and Custody (as appropriate) shall participate in these conferences. Any delays in this process shall be approved by the Department's appropriate ACOM.

3.59.3 Reviews shall encompass no less than the presumed cause of death, factors that may have contributed to that death, an Assessment of treatment and care provided to the Inmate in weeks leading up to the death, 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 consistent with the Department's Mortality Review Manual.

3.59.4 In the case of a death 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 Department Medical Director within 30 days.

3.59.5 Mortality Review reporting shall be submitted to the Department as required by Department policy. All findings will be forwarded to the Management Associate for the Department Medical Director for inclusion in the final chart review of the deceased Inmate. This report shall be submitted to the DPSCS DON 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 Medical Director. Any significant findings resulting from Mortality reviews shall be addressed in the monthly CQI meeting (see § 3.55.2(3)).

3.59.6 The seventy-two hour review does not preclude further full review as a part of the regular CQI meeting agenda or peer review of a particular Clinician (See § 3.56.6.2).

3.59.7 The Contractor shall conduct a Multi-disciplinary (Mental Health, Dental, Custody, Dietary and Pharmacy) review of all outcomes (i.e. cause of death/suicide/trauma/disease management issues [HIV, hepatitis C], patient response, emergency response procedures, implementation or lack thereof of standard treatment protocol, etc.) to identify and document any trends and need for corrective action. The results of this review shall be provided to the DPSCS Medical Director and DON.

3.59.8 Documentation of Multi-disciplinary (Mental Health, Dental, Custody, Dietary and Pharmacy Contractors) input shall be summarized and submitted to the Management Associate for the Department Medical Director within 10 working days for inclusion in the final chart review of the deceased Inmate.

3.60 Pharmacy and Therapeutics Program (P&T) Committee

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

3.60.1.1 The monthly Regional P&T Committee shall be led by the Pharmacy Contractor and the Contractor's Regional Medical Director. Identified in Attachment AA-2 as Regional P&T Committee Meeting.

3.60.1.2 The quarterly Statewide P&T Committee shall be chaired by the Pharmacy Contractor and the DSPSC Medical Director. Identified in Attachment AA-2 as Statewide P&T Committee Meeting,

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

3.60.1.4 Attendance from the Contractor's staff for the quarterly Statewide P&T Committee meeting shall include, at a minimum, the Statewide Medical Director, Statewide DON, Utilization Director, and Regional Medical Directors. Other participants will include Psychiatric Directors, Dental Representatives, the DPSCS Medical Director, the DPSCS Director of Nurses, the DPSCS Director for Mental Health, Regional Pharmacists and other staff as appropriate.

3.60.2 The purposes of the monthly and quarterly P&T meetings are to identify pharmacy utilization trends, over the counter distribution, non-formulary choices, medication administration errors, cost effectiveness, prescriber patterns and trending, and any pertinent information relating to overall pharmaceutical operations.

3.61 Medical Diets

3.61.1 Inmates in need of special diets for medical purposes will be prescribed medically sound diets by the Clinician, consistent with the diets offered by the Department's Dietary Manual. The Contractor's Staff shall notify the facility's Dietary Department Staff and Custody as appropriate, consistent with Departmental policy, to ensure that Inmates are provided medically prescribed therapeutic diets.

3.61.2 The Contractor shall supply any medically required dietary supplements (for example, Ensure).

3.61.3 The Contractor Staff shall be trained on and have access to the Department's Dietary Manual. A copy of the manual is available on the following DPSCS website: http://www.dpscs.state.md.us/publicservs/procurement/ihs/.

3.61.4 The Contractor shall comply with the security directive relating to the Alternative Meal (i.e. Security Loaf).

3.62 Inmate Health Education Program

3.62.1 The Contractor shall provide comprehensive Inmate health education to all Inmates. See section 3.26.2.3., describing Health Education requirements for HIV/HCV education during intake, which is also an education requirement.

3.62.2 Disease or condition specific health education (i.e. MRSA, TB/Hepatitis, etc.) shall be provided to Inmates with chronic medical conditions and shall be documented in the EHR for that Inmate.

3.62.3 The Contractor shall provide OSHA training to Inmate medical unit workers and laundry workers relating to the hazards and proper handling and disposal of bio-hazardous materials such as blood. All OSHA training material for Inmates shall be submitted to each SDA ACOM for review and approval no more than 40 days after Contract Commencement. The educational plan shall include timeframes and frequencies for classes/programs to be offered. Each SDA ACOM shall have up to ten (10) days to review the draft Plan and provide comments. The Final Plan is due to each SDA ACOM within five (5) days of receipt of the comments.

Documentation of completed training shall be submitted to the appropriate ACOM and Custody on a monthly basis. Training shall be consistent with the Department's infection control manual section on blood-borne pathogens.

3.62.4 The Contractor shall, as part of the health education of Inmate workers, offer immunizations for Hepatitis B and document the administration or refusal in the Inmate's EHR.

3.63 Sexual Assault Program

3.63.1 All staff of the Contractor shall follow Departmental policy regarding any allegations or complaints regarding sexual assault involving Inmate on Inmate, staff of any Contractor, State staff and visitors.

3.63.1.1 A Clinician of the Contractor will make a cursory external exam for the purpose of determining trauma that may be life threatening and require immediate attention and refer the patient to an external entity which will coordinate all forensic evidence collection, treatment and examination.

3.63.1.1.1 The Contractor's staff shall make a determination if the assault represents a true exposure to bodily fluids (i.e. blood, semen, etc.) that may require offering emergency HIV medication. If the determination is found to be justified the Contractor shall offer emergency prophylactic HIV medication to State personnel or the staff of any contractor if they cannot be transported to a local hospital or health agency within the prescribed time. The Contractor is not responsible for offering emergency prophylactic HIV medication to individuals other than staff of the State or of any contractor, but shall advise them of the implications of the exposure and recommend they seek consultation and possible emergency prophylactic HIV medication on their own.

3.63.1.1.2 In the event HIV testing of the Inmate is required and the Inmate refuses to comply necessitating involuntary testing of the Inmate, it is the responsibility of the Contractor to make arrangements for testing of the Inmate by an external entity, unless there is a court ordered testing in which case the Contractor's staff will perform the test.

3.63.1.2 The Contractor staff receiving a sexual assault complaint from an Inmate will provide documentation of the complaint in the Inmate's medical record (EHR).

3.63.1.3 Any visual findings revealed during the cursory examination will be documented in the Inmate's medical record (EHR).

3.63.1.4 The Contractor shall be responsible to make transportation arrangements through Custody at the facility to get the Inmate to an appropriate facility promptly following any allegation or complaint to assure the preservation of any evidence

for future litigation. The Contractor shall ensure that all cases are referred to appropriate mental health personnel of the Mental Health Contractor for evaluation and immediate intervention on the Inmate's return from the forensic examination.

3.63.2 In conjunction with § 3.58.2.2, the Contractor shall submit separate Serious Incident Reports (SIRS) on each and every identified Inmate on Inmate sexual assault to the Department DON within 24 hours of the incident. In addition, the Contractor shall submit a monthly report of all medically triaged sexual assaults. This report shall be submitted to the Department DON 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 DON.

3.63.3 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). Training of Clinicians and Healthcare Professionals on identification of evidence of unreported sexual assault and appropriate referral processes for possible sexual assault cases shall be entered into the Contractor's database (refer to § 3.10) confirming that the training has been provided within 90 days of staff hire.

3.64 Inmate Worker Screening Program

The Contractor shall perform such screenings, diagnostic studies, and preventive services, including vaccinations, as are required for Inmates and described in policy and procedure before entering or as required to remain in work and program assignments. (See § 3.49.3.6, § 3.62.3, and § 3.62.4).

3.65 Methadone Program

3.65.1 The Contractor shall:

3.65.1.1 Secure and maintain the certification (See Attachment GG) of the methadone program currently in place at any approved DPSCS facility for:

(1) Utilization in the detoxification / withdrawal of any Inmate experiencing withdrawal from opiates when prescribed by a physician; or

(2) Maintenance on methadone of Inmates arrested at a time when the Inmate is enrolled and participating in a bona fide methadone program in the community.

(3) Maintenance on Methadone for pregnant women known to be opiate users.

3.65.1.1.2 Have as a medical option detoxification utilizing methadone with the patient's consent, and in accordance with Maryland Annotated Code, Correctional Services Article, § 9-603, for those individuals who medically require these services or document in the EHR the reasons the Inmate is not a candidate.

3.65.1.1.3 Coordinate and cooperate with community resources (e.g. Baltimore Substance Abuse Services) and programs to verify a pretrial Detainee's participation in a community methadone program and provide an appropriate methadone maintenance dosage as determined by the substance abuse specialist until the Detainee's term of confinement has been determined. If the Inmate is sentenced to a term in the DOC, maintenance of the Inmate on methadone shall be discontinued through a taper protocol in anticipation of transfer to DOC consistent with the Department's methadone protocol and the Inmate shall be placed on a medical hold, thus preventing transfer to another facility, pending tapering completion.

3.65.1.2 Maintain the program for treating female Inmates who are pregnant with methadone as medically necessary and appropriate .

3.65.1.3 Obtain and/or maintain the necessary licenses and certifications required to be in compliance with Methadone pregnancy, maintenance, and/or detoxification programs in conformance with Federal regulations and regulations of the Maryland Department of Health and Mental Hygiene.

3.65.1.4 Store, administer, and dispense methadone in all facilities consistent with Federal Regulations and Regulations of the Maryland Department of Health and Mental Hygiene.

3.65.1.5 Employ, or obtain through a subcontractor, and properly utilize appropriately certified addiction counselors as required by regulatory agencies for the maintenance of a methadone program. In addition, the Contractor shall employ a board certified addictions specialist for a minimum of 30 hours per week to assist patients with methadone-related issues, as well as pain management issues.

3.65.1.6 Upon Admission, any Inmate taking Buprenorphine/Suboxone as a prescription medication shall be taken off that medication and administered methadone as a medically appropriate replacement and as directed by an addictions specialist.

3.65.1.6.1 The Contractor shall track the number of inmates in the methadone program for maintenance and detoxification and the number of those receiving Buprenorphine/Suboxone upon Admission.

3.66 Detoxification Unit

3.66.1 The Contractor shall:

3.66.1.1 Initiate or maintain a unit within Intake facilities (at a minimum MRDCC, BCBIC and WDC) of heightened medical observation and appropriate clinical care for Inmates going through withdrawal from alcohol or other circumstances requiring heightened medical observation.

3.66.1.2 Include in the withdrawal program a system of clinically identifying Inmates using currently acceptable tools such as the COWS and CIWA in need of alcohol detoxification or similar services promptly upon arrival at the facility.

3.66.2 The alcohol detoxification services provided shall be in accordance with Department policies and procedures.

3.67 Electronic Health Records (EHR)

3.67.1 The Contractor shall maintain for each Inmate a HIPAA compliant confidential, secure EHR for such items as described in the Medical Records Manual.

3.67.2 A patient record consists of the EHR and hard copies of materials as required per Department policy and procedure.

3.67.3 The present EHR is maintained in a proprietary program known as NextGen. This product has several templates including but not limited to:

(1). Sick call
(2). Demographics
(3). Chronic care
(4). Nursing notes
(5). Doctor notes
(6). Outside consults
(7). Specialty care
(8). Diabetic
(9). Cardiology
(10). Infection and disease
(11). Dental panoramics
(12). Optometry/Opthamology/Visual Ocular Image
(13). Dialysis flow sheet
(14). Obstetrical Prenatal flow sheet

3.67.3.1 The Contractor shall:

3.67.3.1.1 Provide an initial training program for all users, including staff of the Contractor, Department and Other Healthcare Contractors, ongoing new employee orientation to the Next Gen product, as well as for additional training relative to any future upgrade of or change from the current EHR product. The Contractor shall also provide periodic refresher or remediation training as is required for the program and effective use of this EHR.

3.67.3.1.1.1 The Contractor shall provide the initial Contract start-up NextGen (EHR) training for its Staff, including Super Users (See § 1.2.94), no more than 45 days after Contract Commencement (See § 1.4.1). If the contract for one or more Other Healthcare Contractors will start at the same time as the Contract for the Contractor, the Super Users of that/those Other Healthcare Contractors shall also be provided with NextGen (EHR) training within this same no more than 45 days after Contract Commencement (See § 1.4.1) timeframe.

If the contract for one or more Other Healthcare Contractors will start during the term of the Contractor's Contract, but at a different Contract Commencement date than the Contractor's, the Contractor shall provide NextGen (EHR) training for the Super Users of the Other Healthcare Contractor(s) no later than 45 days after the commencement date of the contract for the Other Healthcare Contractor(s).

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

3.67.3.1.3 The Contractor shall designate an administrative employee to serve as account administrator for the EHR system responsible for the assignment of logons to employees including its own, Department and Other Healthcare Contractors' staff.

3.67.3.1.3.1 The Contractor shall provide, at a minimum, two (2) full-time IT System Analysts trained in NextGen to work full-time on-site at a DPSCS location in the Baltimore area, probably at or nearby to the Headquarters on Reisterstown Road to act as leads for all EHR-related system issues, including but not limited to:

a. the responsibility of fixing duplicate records,
b. EHR customization,
c. review and creation of template modifications and custom reports,
d. coordination of and the participation in EHR user group meetings,

e. liaison with the DPSCS IT division, and
f. lead in workflow planning and analysis with Other Healthcare Contractors.

These analysts will take direction from the Department's Contract Manager, as necessary. All conflicts related to EHR-related system issues shall be resolved by the Department's Contract Manager.

These Analysts shall be available to travel to any Departmental facility, including Headquarters location, to provide training, troubleshooting, repairs, etc. on location at no additional cost to the State of Maryland.

3.67.3.1.3.2 Licenses and maintenance for the EHR system and replacement of system hardware shall be the responsibility of the Department. The Department may upgrade or change the EHR product during this Contract. In that event, further instruction will be provided to the Contractor as appropriate.

3.67.3.1.4 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.

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

3.67.3.1.6 All hard copy patient health records from any source shall be received by the Contractor and maintained in the hardcopy Patient Health Record. In the event a consultant or Clinician retained by the Contractor does not have access to the EHR to directly input encounters, the Contractor shall ensure that all appropriate information is reported in the EHR per the Department's Medical Records Manual.

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 Contractor's ability to provide necessary patient care in the

event that the EHR system became corrupted or was otherwise not available.

3.67.3.1.7 Prepare for transfer, consistent with Departmental policy, medical, dental and mental health records to whatever location the Inmate is assigned within DPSCS as described in the Department's policy and procedures.

3.67.3.1.8 Abide by Department policy and procedure regarding sharing necessary information without breaking Inmate confidentiality.

3.67.3.1.8.1 Make records 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.

3.67.3.1.8.2 Permit medical staff to share information regarding infectious processes only as necessary to follow good public health principles.

3.67.3.1.8.3 Any questions regarding sharing of information should be directed to the Infection Control Nurses or ACOMs. Questions that cannot be answered at this level should be directed to the Department's Medical Director or DON.

3.67.3.1.9 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 Contract Manager to develop a State approved form for that purpose. 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 and approved by the Department Contract Manager.

3.67.3.1.10 Utilize forms as they exist in EHR to minimize the necessity of hard copy material. If the Department agrees to incorporate a form into EHR, the Contractor agrees to relinquish any proprietary rights in that form (See Contract § 5) and to cooperate with Department IT staff or any IT Contractor in the supplementation of the EHR.

3.67.3.1.11 Not affix the name of the Contractor to any aspects of the Inmate medical record since these records are the property of the State. (See Contract § 5)

3.67.3.1.12 Establish and facilitate 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.

3.67.3.1.13 No less than forty (40) days following Contract Commencement, submit to the DPSCS Contract Manager a plan with implementation timeframes that describes how and when Utilization Management data described in Section § 3.69 will be retrieved from within NextGen utilizing custom templates and reports. The DPSCS Contract Manager 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 within five (5) days of receipt of the comments. As part of this Plan, the Contractor shall also describe how information will be shared through the statewide Chesapeake Regional Information Sharing for Patients (CRISP) system.

3.67.3.2 The DPSCS Medical Director will facilitate initial contact with the State's lab (See § 3.42.3) within 30 days after Contract Commencement and the Contractor on an ongoing basis will provide documentation of the progress to implement a State lab interface with the EHR system. The Contractor is expected to implement an interface with the State's lab unless the documentation of the progress show the State's lab has declined efforts to collaborate with building an interface.

3.68 Electronic Health Record (EHR) System Services Module

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

3.68.1.1 The new EHR system shall be able to identify new Inmates having an existing medical record from a previous commitment, if any, and automatically make the existing Inmate medical record active whenever the record search successfully matches on an Inmate and merges the initial EHR record.. When an Inmate is released, the new EHR system shall automatically make the Inmate's medical record inactive.

3.68.1.2 Accepting and mapping the State's estimated 26,000 Inmate population demographics data feeds into the EHR system at least every hour. Under a Software As A Service (SAAS) model, the Contractor will need to work with

the State in setting up a secure transmission of the data feeds into the hosted EHR system.

3.68.1.3 Capability of interfacing with external pharmacy and labs Contractors, account administration, with maximum 24-hour turnaround on new account requests, toll-free 24 x 7 helpdesk support, email for EHR system users and EHR system training and documentation in the form and format requested by the Department Contract Manager.

3.68.1.4 Touch screen and tablet PC functionality for most of the EHR system's capabilities. The Contractor shall provide the hardware and software needed for EHR touch screen and tablet PC capability at the DPDS Central Baltimore Intake Facility (CBIF), Division of Corrections Men's intake MRDCC and Women's intake facility MCI-W.

3.68.1.5 An email gateway server for email functionality within the EHR system. The Contractor shall be responsible for training users on the use of the EHR System's email functionality.

3.68.1.6 An automated Electronic Medication Administration Records (EMAR) system specifically designed for correctional health care systems that can be readily customized to accommodate the characteristics of the correctional healthcare delivery system in Maryland.

3.68.1.7 Uploading of the Pharmacy Contractor's drug file into the EHR system to allow for a perfect match between medication identifiers (for the interface with pharmacy) and assurance that the formulary is complete, accurate, and available in the EHR system.

3.68.1.8 In its submission in response to § 4.4 Tab Q, the Contractor was required in its Technical Proposal to submit an EHR System's Features Chart which was to represent the EHR system available for the State of Maryland. The Chart was to identify items that "Can Be Enhanced to Full Capability." If the Department elects to accept those items on the Chart described as "Can Be Enhanced to Full Capability" those items will be requested through a separate Notice to Proceed.

3.68.1.9 The Contractor shall provide a full time EHR Project Manager who is familiar with the technical and business environments noted herein to work within 25 miles of DPSCS Headquarters on Reisterstown Road. The Project Manager will act as a single point of contact for any EHR work requirements and staffing issues.

3.68.1.10 The Contractor shall provide toll-free 24 x 7 EHR Help Desk support for purposes of user problem resolution assistance. EHR users will contact the Contractor's EHR Help Desk for problem resolution assistance. Should the problem not be with the EHR system or other EHR related application and

turns out to be a State problem, the Contractor's EHR Help Desk will contact the State's Help Desk for problem resolution.

3.68.1.11 The State's Help Desk will be responsible for notifying the Contractor's Help Desk of the status of any State related troubleshooting. The Contractor's Help Desk will be responsible for notifying EHR users of all troubleshooting status.

3.68.1.12 The EHR system shall comply with the State's and Department's security policies and procedures.

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

3.68.2.1 For software that is used in the new EHR, but is not custom developed for the Department for the purposes of providing the new EHR, the non-customized software must include escrowed source code, as follows.

3.68.2.1.1 Access To Source Code

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

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

The conditions for triggering the escrow (also known as "escrow conditions") shall include:
(1) if the Contractor or the Vendor providing the software that has been incorporated into the new EHR system ceases to do business (whether by bankruptcy or insolvency); or (2) if the Contractor or the Vendor providing the software that has been incorporated into the new EHR system ceases support of the software and does not make adequate provision of continued support of the licensed software provided. Once the escrowed software is turned over to the DPSCS Contract Manager, the DPSCS shall have the right to modify the software without any restrictions, for the use of the DPSCS.

3.68.2.1.2 Custom Code

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

3.68.3 Training for identified Super Users must be completed within 45 days after receipt of a NTP if the Department accepts the proposed optional EHR system. Ongoing interactive web-based training shall be available as a delivery system for ongoing training requirements.

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

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

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

3.69 Utilization Review/Utilization Management (UM)

3.69.1 The Contractor shall:

3.69.1.1 Implement a system of utilization management and utilization review services consistent with the Department Utilization Manual, that includes the availability of a qualified Clinician or Utilization Management Nurse on a twenty-four (24) hours per day, seven days per week basis by toll free telephone number to provide pre-certification and pre-Admission approvals for services that cannot be managed within normal Business Hours.

3.69.1.2 With the approval of the Department DON, designate a master's level nurse who shall report to the Contractor's Medical Director for Utilization for support of the utilization management program/CQI review. Hire or assign, with the hiring approval of the Department's Medical Director, a Maryland licensed physician assigned solely to utilization and housed permanently in the Contractor's Maryland office, who shall be designated as the Medical Director for Utilization Management in Maryland (UM Medical Director) with authority over utilization issues. The Contractor's UM Medical Director shall be available to the Department Medical Director daily as needed. At a minimum, the UM Medical Director shall be Board Certified in family practice, general internal medicine or emergency medical services and have 3-5 years of correctional services experience. Previous training in utilization management decision making for a statewide system is preferred.

3.69.1.2.1 Hire two (2) additional fulltime equivalent Bachelor's degreed nurses as needed to meet the demands of a concurrent utilization review program that will assist the Department in reduced inpatient costs both on and off site. These nurses shall be separate from Contractor staff delivering services to Inmates and accounted for separately to assure neutrality and fairness in utilization decisions. They shall not "fill in" for staff shortages or vacancies in the somatic medicine program. These nurses shall report to the Masters' Level nurse described in §3.69.1.2 above.

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

3.69.1.2.2 Hire a Report Coordinator who shall be responsible for ensuring that all reports are completed and submitted to the Department

Contract Manager in the form and format as required by the Department Contract Manager.

3.69.1.2.3 Hire a Third Party Reimbursements Coordinator who, as part of the Pre-Certification Process, shall review all Inmates for possible eligibility for Medical Assistance (Medicaid) Reimbursement eligibility prior to release and coordinate their applications with the Department's Social Work regional directors. This Third Party Reimbursements Coordinator shall also verify if Inmates are covered by any type of private medical insurance. As an incentive for the Contractor to aggressively pursue Medical Assistance (Medicaid) eligibility and reimbursement in all potentially eligible circumstances, or other types of third party reimbursements 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).

3.69.1.2.3.1 For each 12-month (State Fiscal Year – See § 1.2.23) contract period, the Contractor shall deduct the amount of Medicaid reimbursements collected from the final contract (12-month period) invoice. For the initial portion of the first Contract Period this State Fiscal Year based billing will be for less than a 12-month period

Example: If the Contractor's pricing works out to $10,000,000 per month (roughly $5 million for each of 2 semi-monthly payments) for a given 12-month Contract Period and the Contractor collects $3,000,000 during the same 12-month Contract Period period, the final Contract (12-month, State Fiscal Year based period) invoice to the Department for the second semi-monthly invoice for the last month in this same 12-month period would be $5,000,000 less $2,700,000 ($3,000,000 collected less 10% or $300,000), which equals $2,300,000 owed to the Contractor for the final semi-monthly contract (12-month period) invoice.

3.69.1.2.3.2 Submit a monthly report to track the status of all Inmate eligibility reimbursement collection efforts to the DPSCS Contract Manager. This report is identified in Attachment AA-1 as Medicaid Assistance Eligibility Collection Status Report.

3.69.1.3 Within 90 days after Contract Commencement, develop and present to the Department Medical Director a hardcopy of its Utilization Management (UM) Manual, with chapters that shall include, but not be limited to:

(1). Inpatient Hospitalizations
(2). Outpatient Specialty Services
(3). Home Health Services (e.g. Total Permanent Nutrition, chemo therapy, etc.)
(4). Continuous Quality Improvement
(5). Pre-certification Process for Secondary Care
(6). Disease Management
(7). Appeals of Denial of Pre-certification Process for Secondary Care
(8). Radiology
(9). Medical Records
(10). Risk Management and Mortality Review
(11). Infirmary Care
(12). Hospice and Palliative Care
(13). Emergency Care
(14). Telemedicine
(15). Specialty Board Panel

In the event the Department Medical Director directs written changes to be made to the UM Manual, the Contractor shall made the necessary changes and submit a final approved hardcopy and electronic version to the Department Medical Director within 5 days of receipt of the required changes.

3.69.1.4 The Utilization Management Manual shall address:

Offsite (Hospital) Inpatient Care

- Daily Inpatient Review with SDA and Facility Medical Directors, and DPSCS Medical Director
- Daily concurrent review and coordination with hospitals and Facility Medical Directors
- Use of InterQual and Milliman criteria provided during concurrent review
- Review of patients hospitalized greater than ten days
- Collegial discussion with all physicians on various treatment plans and disease management processes
- Review of infirmary bed assignments
- Identification of all readmissions within 30 days of last discharge date

- Discharge coordination to include weekend discharges to be coordinated on Fridays with follow up discussion on Mondays
- Daily and monthly reports of all inpatients; reports shall provide details of the course of treatment provided
- Report of 911 cases
- Extensive monthly analysis of UM from the Contractor's UM Medical Director
- Report of ICU/Coronary Care Unit bed days
- Report of Cardiac Admissions and Inpatient Days
- Report of Infectious Disease Admissions and Inpatient Days
- Report of delay cases (any case not reported within 24 hours of Admissions)
- Report of denied Inpatient Days and Appeals provided on a monthly basis
- Report of readmission cases, including categories of Unavoidable, Unrelated, or Preventable site/hospital and Expected
- Report of "In and Out of Network" Hospitalization
- Report of trauma cases with sub categories of assaults, falls, sports/work injuries and self inflicted cases
- Trauma report created with paid claims for inpatient Admissions per Facility and SDA
- Trending report developed for all inpatient Admissions related to trauma
- Trending reports provided on a monthly basis for inpatient Admissions per Facility and SDA with average length of stays identified
- Education to new Clinicians on the UM inpatient review process
- Identification of top diagnostic (most frequent) diseases per Facility and SDA produced on a monthly basis
- Quality audit of Inpatient RN care provided monthly
- Diagnostic grouping of all Inpatient Admissions with an extensive EHR review on each case.

Emergency Room

- Retrospective review of all emergency room visits
- Identification of all daily preventable emergency room visits per Facility in summary and detailed format
- Education of all Contractor Medical Directors regarding the appropriate use of emergency room referral requests as well as infirmary usage
- Reporting of compliance with daily tracking of Emergency Room visits
- Summary per month of ER reporting non-compliance
- Monthly Report of diagnostic categories for all emergency room visits per Facility and SDA
- Identification of all trauma cases per categories of assaults, sports/work injuries, falls, and self inflicted cases listed per Facility and SDA

- Trending report developed for all emergency room visits related to trauma
- Trending reports evaluated on a monthly basis per Facility and SDA

Medical Infirmary – The following will be provided for each infirmary and Department-wide:

- Concurrent review of all medical infirmary Admissions
- Daily and monthly reports of all medical infirmary Admissions per Facility and SDA
- Review with Facility Clinicians on appropriateness of infirmary usage
- Report of all appropriate versus preventable Admissions
- Summary report of infirmary Admissions and total length of stays
- Detailed report of all infirmary Admissions and total length of stays produced daily and monthly
- Monthly report of diagnostic categories for all medical infirmary Admissions per Facility and SDA
- Quality audit of the Infirmary RNs care provided on a monthly basis as defined by the Department CQI Director in such areas as: wound care, catheter care, advanced directive care and palliative/hospice

Offsite / Onsite SPECIALTY Care / Telemedicine Care

- Review of current authorized services provided during Collegial Review to assist in the appropriate treatment plans
- Use of InterQual and Milliman and Robertson criteria provided during Collegial Review (accepted as industry standard)
- Medical research provided during Collegial Review of the processes in the current and optimal treatment of disease
- Coordination of medically necessary services during Collegial Review with personnel of Other Healthcare Contractors
- Identification of excessive physical therapy usage
- Training in the education of the UM collegial process for all Facility Medical Directors and Clinicians
- Identification of high volume outpatient elective surgery(s) with provision of current standard of care treatment options
- Report of all occurrences when Inmates are sent outside of the SDA without approval or to another Clinician that was not authorized; i.e unauthorized referrals that were not pre-certified
- Monthly report of diagnostic categories for all onsite/offsite services per Facility and SDA
- Monthly report of procedural categories for all outpatient surgical services per Facility and SDAs
- Monthly quality audit of the Outpatient RN care
- Monthly review of all submitted Serious Incident Reports

3.69.1.5 The Contractor shall supply its Staff with sufficient copies of its approved Utilization Management Manual to enable ready access by its Staff or have the Manual readily available in an electronic format; See § 3.69.1.3.

3.69.2 The Contractor's Utilization Management system shall include a pre-certification review program applicable to all referrals (whether related to medical, dental or mental health) for Extraordinary Care, to include but not be limited to:

(1). All inpatient Admissions (Hospital and In-House Infirmary),
(2). Outpatient procedures and consultations,
(3). Specialty Diagnostic and imaging services,
(4). Surgeries,
(5). Twenty-three hour Admissions,
(6). Identification of average length of time expected per specialty for an Inmate to be seen.

3.69.2.1 Within twenty (24) hours of an Admission to an external medical facility, a Contractor utilization review nurse shall review all Admissions, document those that were not "pre-certified", and make a determination whether such Admission was necessary. The Contractor shall generate a weekly report on non pre-certified Admissions (covering Sunday through Saturday) and submit it by 4:00 pm the following Monday (or next available business day, if Monday is a holiday) to the Management Associate of the DPSCS Medical Director in the form and format as directed by the Department Medical Director. In addition, a summary of all ER trips, Admissions, inpatient days, all secondary consults, and all UM reviews shall be reported by specific disease classification on a monthly basis. This report is identified in Attachment AA-1 as Utilization Management (UM) Report.

3.69.3 The Contractor shall establish a concurrent review program that includes a daily examination of inpatient Admissions to monitor the length of stay and frequency of communication with appropriate hospital and clinical Contractor staff to facilitate discharge of patients to minimize the length of stay.

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

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

3.69.4 On those occasions when the court commits an individual who is hospitalized (bedside commit; See § 1.2.35; § 3.5.1.4 and § 3.25.7) and has not been admitted

to any DPSCS facility, the Utilization Management Services shall collaborate with medical and mental health services as appropriate in monitoring that individual's treatment, readiness to be admitted to the appropriate DPSCS facility and to develop a plan of care for the individual.

3.69.4.1 The Contractor's Medical Director for Utilization Management, in collaboration with the Department Medical Director, shall determine when the individual is to be discharged and admitted to a DPSCS infirmary, will so inform the Contractor's Statewide or Regional Medical Director, and make all arrangements for transportation in conjunction with Case Management and Custody.

3.69.4.2 In the event of disagreement with the Utilization Management Assessment, the community hospital or Clinician may file an appeal with the DPSCS Medical Director, whose decision shall be final.

3.69.4.3 The Contractor's Medical Director for Utilization Management shall maximize the potential for outpatient specialty services and inpatient Admissions to hospitals with locked wards (Bon Secours and UMMS). In addition, the Contractor's Medical Director for Utilization Management shall maximize the opportunity for onsite specialty care services in the Western and Eastern SDAs, including physical therapy, urology and cardiac services within the same timeframe. Identified in Attachment AA-2 as Bon Secours Meeting.

It is the expectation of the Department that the Contractor participate in a quarterly meeting with Bon Secours for the purpose of facilitating and improving coordination of services. The Contractor shall also provide a daily count of all inpatient hospital stays and disseminate this information via electronic submission by 9:00 am the next day to the DPSCS Medical Director, DPSCS Contract Manager, DPSCS DON and DPSCS Custody or designated liaison. The Contractor shall also provide the coordination of transfers both in and discharges from Bon Secours Hospital utilizing the regional discharge nurse planners.

3.69.5 The State of Maryland is responsible for the reimbursement of medical costs incurred by any county for any Local Inmate (See 1.2.58) when the cost of treatment exceeds $25,000. The local subdivision, is responsible for the reimbursement of medical costs below $25,000. In any case where such potentiality exists, the Department shall identify the Local Inmate to the Contractor and the Clinician shall make recommendations on care and will otherwise exercise Utilization Management with respect to the Inmate to the same extent as any State Inmate, except that the Contractor shall not be liable for costs incurred unless the Inmate is admitted to a DPSCS facility.

3.69.6 The Contractor shall submit an off-site specialties clinic schedule designated by specialty provider type (orthopedic, neurology, internal medicine etc). The schedule will identify all specialty consultation appointments and will specify the date of approval of the requested specialty consultation request, the date of the specialty appointment and the confirmation date of the completion of the

appointment. The expectation is that the majority of specialty consultation appointments will be scheduled within 60 days of the approval request date (90-120 days for less available specialties such as neurology, neurosurgery, dermatology, etc.). The expectation is that these appointments will be kept and completed as scheduled. This schedule shall be submitted electronically to the Management Associate of the DPSCS Director of Nursing on a monthly basis. Any appointments that are rescheduled or exceed the timeframe indicated above must have an explanation as to cause documented on the same schedule.

In the event an approved consultation or procedure is not completed within the stated timeframe, the Contractor shall generate a report to the Department Area Contract Operations Manager (ACOM) identifying the:

(1). Inmate name,
(2). Inmate number,
(3). Specialty service requested,
(4). Reason for the request
(5). An electronic copy of the approved referral and
(6). Reason describing why the approved request was not completed in a timely manner.

This report shall be submitted as part of the Contractor's monthly Utilization Report in the form and format as required by the Department Medical Director.

3.70 Utilization Management – Reporting Requirements

3.70.1 The Contractor shall provide the Department Medical Director with monthly reports of Utilization Management/Third Party Administration activity, in a form and format approved by the Department Medical Director that shall assist the Department in assessing cost effective performance. This report shall be submitted to the DPSCS Medical Director as part of the Contractor's monthly Utilization Report.

3.70.1.1 As part of the monthly UM report, the Contractor shall include the following:

(1). Reports of all catastrophic claims incurred (cost >$25K)
(2). Comparisons of claim trends from different DPSCS sites
(3). Claims status report indicating the number and dollar amount of claims that have been received by the Contractor and paid, as well as those that are not yet paid
(4). Reports on UM denials and appeals
(5). Hospital Admissions by type and length of stay (including Inmate's facility of origin and the hospital of Admission), by patient and in aggregate
(6). Emergency Room visits (other than those that result in Admission) by type (including Inmate's facility of origin and the hospital of Admission), by patient and in aggregate
(7). Infirmary Admissions by type and length of stay (including Inmate's facility of origin and which infirmary), by patient and in aggregate

(8). Dialysis activity by number of Inmates and number of events, by Facility and Department-wide aggregate
(9). Hospice/Palliative Care on-site designations, by new Admissions, deaths, releases, and in aggregate for month and for year
(10). Trauma report created with paid claims for inpatient Admissions per Facility and SDA.

Any report category of "trauma" shall be subcategorized into the nature of the trauma. Additionally, self injurious behavior shall be separately indicated including suicide, suicide attempts, hangings, cuttings, ingestions and overdoses.

This report shall be submitted to the DPSCS Medical Director as part of the Contractor's monthly Utilization Report in the form and format as required by the Department Medical Director.

3.70.1.2 The Contractor shall submit a separate report monthly relating to consultations and referrals for specialty services that shall include:
(1). Number of requests, by type and institution
(2). Number of approvals, by type and institution
(3). Dates of request,
(4). Dates of approval
(5). Dates services provided or are to be provided
(6). Identity of Clinician
(7). Whether services were/ are to be provided onsite, offsite, or via Telemedicine

This report shall be submitted to the DPSCS Medical Director as part of the Contractor's monthly Utilization Report in the form and format as required by the Department Medical Director.

3.70.1.3 A complete annual report of utilization statistics and a narrative summary delineating the accomplishments of the Contractor shall be provided by July 31th for each year, including the final year of the Contract. Identified in Attachment AA-1 as Annual UM Report.

3.70.2 All consultations and decisions related to pre-certification for off-site specialty services will be documented in the Department's EHR. The Contractor will utilize Department-designated electronic utilization management request forms in the form and format as required by the DPSCS Medical Director for all off-site consultation and for any procedure requiring pre-approval.

3.70.3 Actual invoices for secondary care provided to Inmates within the scope of this Contract shall be made available to the Department Contract Manager as requested in support of the reports.

3.71 Utilization Management – Specialty Panel Board

3.71.1 The Contractor shall establish a Specialty Panel of Clinicians whose participants are licensed in Maryland, who are independent of the Contractor and upon request, and at no additional expense to the Department, can provide an external independent review of an Inmate death or clinical grievance and can give independent expert testimony on any litigation involving a Maryland Inmate under the Contractor's care including, but not limited to, the following specialists:

(1). OB/GYN
(2). Infectious Diseases
(3). Orthopedics
(4). Internal Medicine
(5). Mental Health/Psychiatrist
(6). Oral Surgery
(7). Dental
(8). Ophthalmology
(9). Addictions
(10). Neurology
(11). Cardiology

3.71.2 The Contractor shall supply the names, resumes, and credentials (Board Certifications etc.) of those individuals available through the Specialty Panel to the DPSCS Contract Manager and DPSCS Medical Director within 45 days after Contract Commencement.

3.72 Utilization Management – CQI

3.72.1 The Contractor's Utilization Management Director shall manage the process for Continuous Quality Improvement (CQI) as outlined in the Department's Utilization Manual in the form and format as required by the Department Medical Director.

3.72.2 The UM/UR Director shall submit an annual calendar of scheduled monthly audits specifically related to Utilization Management. The calendar shall be approved by the DPSCS Director of CQI.

3.72.3 The Contractor's UM Medical Director shall chair a Quarterly State-wide multi-Contractor CQI Committee meeting at the Central DPSCS headquarters building or designated Department location agreed upon by the UM/UR Management and Department DON. (See § 3.55.2(1)).

3.72.3.1 The Contractor shall supply reports for discussion at these meetings, and shall supply utilization management data specific to the individual Service Delivery Area and its Clinicians to the various Service Delivery Area Medical Directors.

3.72.3.2 The UM/UR Medical Director or designee shall submit an agenda of items to be presented at these quarterly meetings no less than two weeks before the meeting to the Department DON for approval and/or suggestions for other items for

inclusion. At a minimum, presentations from two Other Healthcare Contractors must be included on the agenda.

3.72.3.3 The Department Director of CQI may determine that there is a need for a concentrated subject/theme to be addressed at these quarterly meetings and will advise the UM/UR management with enough notice to direct topics to that area.

3.72.4 The Contractor's Regional Medical Directors shall chair quarterly DPSCS-Multi-Disciplinary Continuous Quality Improvement Committee meeting /reviews in their Service Delivery Areas to monitor health services provided, collect, trend and disseminate data, develop and monitor corrective action plans, and to facilitate communication between disciplines. Information gathered at these meetings shall be shared with the UR/UM Director for use in the Statewide quarterly meetings described above. At a minimum, presentations from two Other Healthcare Contractors must be included on the agenda.

3.73 Data and Reports

3.73.1 All databases/data tracking tools are subject to periodic revisions and updates and shall be made available to the Department's Contract Manager, Medical Director and Director of Nursing. Specifically, the Contractor shall:

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.

3.73.1.2 Supply the data necessary for the completion of the medical templates utilized in StateStat (an initiative of Maryland's Governor) by the 10th of the month or as directed by the DPSCS Contract Manager or designee. The information required may be amended from time to time and an explanation of the template data analysis may be required. (Attachment Q). Identified in Attachment AA-1 as Monthly StateStat Report.

3.73.1.3 Complete and submit the Minority Business Enterprise (MBE) reports by the tenth of the month. Identified in Attachment D-4 as Prime Contractor Paid/Unpaid MBE Invoice Report.

3.73.1.4 Develop and maintain a chronic care and infectious disease electronic "database" using a format approved by the Department Contract Manager, to include but not be limited to, the following data elements in conjunction with the designated disease states:

3.73.1.4.1 HEPATITIS

Inmate last name
Inmate first name
DOC#
Facility
Known Release date
Date of HCV positive test result.
Date Enrolled in ID Chronic Care Clinic
Exclusionary criteria
Vaccination record to include Hepatitis Status
Genotype
Date Psychiatry referral completed
Hepatitis Profile result (HAV, HBV)
HIV test result
Co-infection (including HCV/HIV; HCV/HAV; HCV/HBV)
HCV viral load
Labs results, including at a minimum (with date completed):
- AFP
- Ferritin
- CBC
- PT/INR
- Chemistry (including Albumin, Bilirubin, Creatinine)
- TSH

GI/ID consult request for liver biopsy and/or antiviral therapy
Date of Inmate readiness for presentation to HCV Panel
Date presented to Panel (See 3.73.1.4.1.1, below) for liver biopsy and need for and/or review of Hepatitis Profile
Date presented to Panel for antiviral therapeutic intervention review
Dated Status of Panel decision regarding treatment recommendations (approved/denied/Pending)
Date treatment started
Description of treatment plan
Date treatment completed/stopped (if stopped, document reasons)

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

3.73.1.4.2 HUMAN IMMUNOSUPPRESANT VIRUS (HIV+)/AIDS

Inmate last name

Inmate first name
DOC#
Facility
Known Release date
Date of HCV positive test result.
Date Enrolled in ID Chronic Care Clinic
Vaccination record to include Hepatitis Status
Genotype
Date Psychiatry referral completed if needed
Hepatitis panel result (HAV, HBV)
HIV test result and date
Co-infection of infectious or chronic disease
HIV viral load
GI/ID consult request for biopsy or antiviral therapy
Date of Inmate presentation to Infectious Disease Specialist
Date treatment started
Description of treatment plan and updates of changes in plan
Date treatment completed/stopped (if stopped, document reasons)

3.73.1.4.3 OTHER INFECTIOUS DISEASES

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

3.73.1.4.3.2 Information in the infectious disease database will include, at a minimum:

(1). Inmate/detainee identification information, including name and identifying number
(2). Information regarding the location of the Inmate housing at the time of discovery of infectious disease
(3). Information identifying the disease, contacts of the Inmate, and steps taken to prevent contagion
(4). Information that determines that there has or has not been an "outbreak", defined as there being three or more cases in a single geographic location).

3.73.1.4.3.3 The Contractor shall include all persons identified with designated Infectious diseases and enroll them in the Infectious Disease Database irrespective of whether they are currently, actively being treated. (See § 3.30).

3.73.1.4.4 CHRONIC CARE

3.73.1.4.4.1 The Contractor shall be responsible for importing existing data in the Chronic Care Disease Database to the DPSCS' S drive and maintaining the database throughout the duration of the contract with access restricted to the Contractor and the Department's designated personnel. At a minimum, Chronic Care Diseases include:

1. Cardio (cardiac / hypertension)
2. Endocrine
3. HIV
4. Hepatitis C
5. Neuro
6. Pulmonary
7. Dialysis
8. Pain Management
9. Cancer/Hospice
10. Internal Medicine (autoimmune diseases, rheumatological , systemic conditions not addressed in other designated Chronic Care clinics)

The Contractor shall provide the information of its enrollees in a continuum; i.e., the Contractor shall include all persons identified with designated Chronic diseases and enroll them irrespective of whether they are currently, actively being treated.

3.73.1.4.5 INTERNAL MEDICINE DIABETES INITIATIVE

3.73.1.4.5.1 The Contractor shall be responsible for importing existing data from the hemoglobin A1C Database to the DPSCS' S drive and maintaining the database throughout the duration of the Contract with access restricted to the Contractor and the Department's designated personnel.

3.73.1.4.6 INR INITIATIVE: International Normalized Ratio

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

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

(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
(7) A date for follow up review, if such is recommended.

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

(1). Population profile by illness type, age and disability (report shall go to the Department's Director of Social Work);
(2). Heat Stratification (as reported at DPSDS);
(3). Sick call utilization including rationale for missed appointments and plans for corrective action for those missed appointments; and
(4). A Litigation report which shall include the information above, but shall be separately reported to identify court, case number, whether counsel filed or pro se, and amount of claim. Each entry shall be updated each month to delineate whether dispositive motions are pending, discovery proceeding, trial set (date), trial held, judgment rendered, 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.
(5). Section analyzing and trending Administrative Remedy Procedures (ARP) and grievance/complaint data for DPSCS institutions. The report shall include an Assessment of whether corrective action is necessary or appropriate to respond to any trends. This analysis shall also be provided to the Contract Manager's Management Associate.

3.73.2 Data Security and Audit Requirements

3.73.2.1 The Contractor shall obtain an annual audit of the Medical Records System that hosts DPSCS data performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly recognized professional organization to assess the security of client data in an outsourced or cloud computing arrangement (referred to as the "SOC 2 Audit"). The SOC 2 Audit shall be performed at the Contractor's expense.

If the Contractor currently has an annual data security audit performed that includes the operations, systems, and repositories of the services being provided to DPSCS, and if that audit conforms to the standards of the SOC 2 Audit, DPSCS will determine whether the Contractor's current audits may be acceptable in lieu of a separate SOC 2 Audit.

As used in this Section 3.73.2, "days" means calendar days.

3.73.2.1.1 Within 40 days of Contract Commencement, the Contractor shall submit a plan to the DPSCS Contract Manager for the performance of the SOC 2 Audit pertaining to the operation of the Contractor under the Contract (the "SOC 2 Audit Plan"), as well as the additional requirements contained in § 3.73.2.2. The Contractor's SOC 2 Audit Plan shall identify the independent entity that will perform the Contractor's SOC 2 Audit, or a description of the means by which the Contractor will select its SOC 2 independent auditor. The DPSCS Contract Manager will have 10 days to review and comment on the SOC 2 Audit Plan, and shall identify any concerns with the scope of the audit, the independence or capability of the SOC 2 auditor, or the described plan to obtain an independent SOC 2 auditor. The Contractor shall have 5 days from receipt of the comments of the DPSCS Contract Manager to revise its SOC 2 Audit Plan to comply with the concerns of the DPSCS Contract Manager.

3.73.2.1.2 The SOC 2 independent auditor hired by the Contractor shall obtain DPSCS's prior written approval of a Non-Disclosure Agreement between DPSCS and the SOC 2 independent auditor that conforms with DPSCS' requirements. The Non-Disclosure Agreement shall, at a minimum, identify the confidential material contained in the DPSCS data being processed and provide that:

- the data shall be kept confidential by the SOC 2 independent auditor;
- the data is the property of the State of Maryland;

- the data shall only be disclosed to appropriate persons with a need to know;
- inappropriate disclosure of the data will result in harm to the State of Maryland and will result in legal action; and
- such other provisions as are required by DPSCS.

3.73.2.1.3 The Contractor shall submit the SOC 2 Audit Report to the DPSCS Contract Manager for each 12 month period of the Contract; i.e. for each year of the Contract there shall be a SOC 2 Report that covers the period of July 1 through June 30. These SOC 2 Reports shall be submitted to the DPSCS Contract Manager within 30 days of the June 30 end date of the preceding Contract year.

3.73.2.1.4 If the Contractor fails to have an annual SOC 2 Audit performed for a given 12 month period, DPSCS will have the right to arrange for a SOC 2 Audit to be performed at the Contractor's facility, the cost of which will be billed to and paid by the Contractor. The Contractor shall fully cooperate with any entity obtained by the DPSCS to perform a SOC 2 Audit. The Contractor shall pay the fully loaded cost of the labor time for DPSCS personnel to procure, or otherwise obtain an entity to perform a SOC 2 Audit.

3.73.2.1.5 Except for the final SOC 2 Report of the Contract (for the period July 1, 2016 through June 30, 2017), in the event any SOC 2 Audit Report reveals significant deficiencies in the subject of the Report, the Contractor shall submit a corrective action plan to eliminate the deficiency (ies), including the timeframe to do so, to the DPSCS Contract Manager within 10 days of the SOC 2 Audit Report submission date. The DPSCS Contract Manager will accept or provide comments for needed revision to the corrective action plan within 10 days of receiving the corrective action plan. The Contractor shall incorporate any required changes in its corrective action plan and resubmit the corrective action plan for the approval of the DPSCS Contract Manager within 5 days of receipt of the DPSCS Contract Manager's comments. The Contractor shall implement the corrective action plan within the timeframe included in the final approved plan.

The Contractor shall be responsible for all costs to perform each required SOC 2 Audit Report and to implement any and all indicated corrective actions to eliminate deficiencies in its operations.

3.73.2.2 In addition to the SOC 2 Audit requirements described in § 3.73.2.1, the Contractor shall also comply with, and bear the full cost of, the following requirements and include details of how it will comply in the Plan described in § 3.73.2.1.1:

a. The Contractor shall notify the DPSCS Contract Manager within 24 hours of any event when the Contractor's system hosting DPSCS data may have been compromised, and provide regular updates on the investigation and remedial action it has taken.

b. At the end of the Contract if the Contractor is not selected as the successor contractor, or if DPSCS terminates the Contract for any reason, the Contractor shall support the de-conversion of DPSCS data from its system and provide the DPSCS data in a universal, electronic file-format compatible for transfer to the system approved by DPSCS, including the system of a successor contractor.

c. The Contractor shall maintain an effective disaster recovery plan that will restore services to DPSCS within an agreed amount of time.

3.73.2.3 Personally Identifiable Information. The Contractor acknowledges that, in the course of performance hereunder, the Contractor may receive personally identifiable information that may be restricted from disclosure under the Health Insurance Portability Act and Accountability Act (HIPAA) and/or the Family Educational Rights and Privacy Act (FERPA). Notwithstanding any other provision of this § 3.73.2, the Contractor will be responsible for all damages, fines and corrective action arising from disclosure of such information caused by such breach of its data security or confidentiality provisions hereunder.

3.74 Failure of Performance

3.74.1 The Department may deduct for liquidated or direct damages sustained as a result of Contractor's failure to perform as required under this Contract. The Department will never pursue both liquidated and actual damages in response to adverse outcomes resulting from either neglect or delay of responsible clinical care.

3.74.2 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, chronic care clinic compliance, and medication administration compliance. The compliance rate may be applied to the segment of the population in receipt of those services at the same institution, within the same time period as that covered by the audit for purposes of imposing liquidated damages. (See § 1.33 and Attachment V)

3.75 Problem Escalation Procedure

3.75.1 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 3.75.2, to the DPSCS Contract Manager as well as other personnel should the Contract Manager not be available.

3.75.2 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.

3.76 Substitution of Personnel

3.76.1 **Continuous Performance of Key Personnel**

Unless substitution is approved per sections 3.76 (#1-4) of this section, Key Personnel (See § 1.2.106) shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's Technical Proposal without the prior written concurrence of the DPSCS Manager/Director (See § 3.7.3).

3.76.1.1 If the Contract is task order based, the following provisions apply to key personnel identified in each task order proposal and agreement.

3.76.2 **Definitions**

3.76.2.1 As used in this section:

3.76.2.1.1 "***DPSCS Manager/Director (See § 3.7.3)***" means the Department Contract Manager, 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.

3.76.2.1.2 "***Day***" or "***Days***" means calendar day or days.

3.76.2.1.3 "***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.

3.76.2.1.4 "***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.

3.76.2.1.5 "***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.

3.76.3 **Key Staff General Substitution Provisions**

3.76.3.1 The following provisions apply to all of the circumstances of staff substitution described in section 3.76.4 of this section.

1. The Contractor shall demonstrate to the DPSCS Manager/Director's (See § 3.7.3) 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 § 3.7.3)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 § 3.7.3)may request additional information concerning the proposed substitution. In addition, the DPSCS Manager/Director (See § 3.7.3), 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 § 3.7.3)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 § 3.7.3) will not unreasonably withhold approval of a requested key personnel replacement.

3.76.4 **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 § 3.7.3)at least 15 days prior to the intended date of change. Except in a circumstance described in section 3.76.4 #2 of this clause, a substitution may not occur unless and until the DPSCS Manager/Director (See § 3.7.3)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 3.76.4 #1 of this clause.)

Under any of the above 3.76.4 #2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 3.76.3 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 § 3.7.3), at the option of the DPSCS Manager/Director (See § 3.7.3)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 § 3.7.3) 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 § 3.7.3) 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 § 3.7.3) deems it necessary to remove the offending individual with less than 15 days' notice, the DPSCS Manager/Director (See § 3.7.3) 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 3.76.3 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 § 3.7.3), the DPSCS Manager/Director (See § 3.7.3) 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 § 3.7.3), or revise and resubmit the plan to the DPSCS Manager/Director (See § 3.7.3) within 5 days, as directed in writing by the DPSCS Manager/Director (See § 3.7.3).

Should performance issues persist despite the previously agreed to Remediation Plan, the DPSCS Manager/Director (See § 3.7.3) 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.

3.77 Contract Close-out and Transition

3.77.1 If the Contractor is not awarded a successor contract it shall fully cooperate with the successor contractor to effect a seamless transfer of Inmate healthcare services. The Contractor shall:

3.77.1.1 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.

3.77.1.2 Participate in the contract ending physical inventory as described in § 3.21.5.6.3.

3.77.1.3 Transfer the Chronic Care Clinic Attendance data base described in § 3.30.1.2 to the successor contractor as of the end of final day of the Contract.

3.77.1.4 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.

3.77.1.5 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.

3.77.2 The Contractor shall ensure that all required Contract close-out activities are timely and properly performed. Specifically, the Contractor shall ensure that:

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

3.77.2.1.1 Regarding third party reimbursements, as of 5 days prior to the end of the Contract the Contractor shall submit a report of outstanding reimbursement requests to the Department Contract Manager. This report shall identify:

- The entity from which reimbursement was sought
- The requested reimbursement amount
- Any expected date for reimbursement, or of a decision on approval or disapproval of the request

3.77.2.2 All supplies, equipment, manuals, etc. owned by the Department are turned over to the Department as of the end of the Contract.

3.77.2.3 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.

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

3.78 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 $7,000,000.
- 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:

  $7,000,000: 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

- For circumstances other than a 911 Event (See RFP § 1.2.69), the Contractor and any transportation related subcontractor shall maintain Commercial Auto Liability insurance protection for transportation services that are directly or indirectly provided by the Contractor or a subcontractor.

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.

3.79 Responsibilities for Interstate Compact Inmates

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

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

3.79.3 If the DPSCS Medical Director or other States' Medical Director makes the determination that the inmate is to return to their primary state for continued medical treatment, the Contractor shall facilitate the medical transportation arrangements to transport that inmate back to its home state. The DPSCS Medical Director in their sole discretion shall make the final determination of the mode of transport to return the inmate to Maryland. As per § 3.22.3.1, the Contractor may then bill the Department for the actual cost, without additional markup, of any such special transportation expense regarding out-of-state Inmates being returned to Maryland.

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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 five (5) 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.

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.

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

TAB A. TRANSMITTAL LETTER

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal(s) and acknowledge the receipt of any addenda. The transmittal letter should briefly summarize the Offeror's ability to meet the requirements identified in Sections 2 and 3 and be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.24. Only one transmittal letter is needed and it does not need to be bound with the Technical Proposal. The letters 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 Q0012013,** Inmate Medical Health Care and Utilization 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 summary shall 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

The Offeror must address each criterion in the Technical Proposal and describe how the proposed services will meet the requirements as described in Section 3 of the RFP. 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.**

1. The proposal shall:

   1.1 Describe how the Offeror shall provide the full range of medical 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.

   1.2 Describe how the Offeror shall assure the existence of resources to serve the full population to whom DPSCS has an obligation to provide medical 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.

1.3 Set forth the plan by which it will be prepared to initiate the full range of services within 60 days of the Contract Commencement date; i.e., by the Go Live Date. (See § 1.4.3 and 3.16.2).

1.4 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. This plan shall specifically acknowledge and comply with the requirements of § 3.46 and §3.47.

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.

1.5 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.

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

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

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

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

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

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

staffing plan, and explain the rationale for the variation and how the variation will affect the delivery of services.

C. In response to RFP § 3.6.1, the Offeror shall provide this clinical and non-clinical staffing plan using the same titles, location, and format as provided in Attachment R.

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

E. In addition to the clinical staffing plan the Offeror shall also identify all other (non-clinical) personnel to be employed under this Contract, either on-site at a Department location or elsewhere. The submitted non-clinical staffing plan must include all positions identified in the Special Positions portion of the Contract Compliance Checklist (CCC), Attachment CC, plus any other management or other positions. For any position not specified in the CCC, the position description and, as required by § 3.6.5, the minimum hourly pay rate shall be included, and 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. 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 M.

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

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

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

1.7 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.

1.8 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 1.6 B that shall be prepared in the same format as Attachment R, any incentives provided for this purpose and any other strategies for recruitment and retention (Sections 3.6 & 3.7).

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 20% 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, #1.8 be less than permitted under the State's Living Wage law, as described in §1.29 and Attachment M.

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

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

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 nurses and Clinicians, and its understanding of the criticality of such training by reference to the intended scope of competency evaluation and provide a description of how the proposed process will be implemented within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that 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.

1.10 Propose a program of Continuous Quality Improvement (CQI) under the direction of its Utilization Management Director that is fully compliant with all requirements of § 3.55.

1.11 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 § 3.21.1.4. Describe the procedure and timeframes for obtaining needed equipment, including prosthetic devices.

B. Properly maintain all equipment, including creating an equipment maintenance database. Describe the proposed preventive maintenance and repair procedures, the proposed maintenance database, and how access to the database will be provided to the Department Contract Manager and other appropriate Department personnel.

C. Maintain an up-to-date inventory 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. Describe all inventory related procedures, the database that will be used to maintain the perpetual equipment inventory, and how access will be provided to the Department Contract Manager and other appropriate Department personnel. Acknowledge the requirement for an annual inventory to include barcode scanners and any other office equipment and supplies utilized by the Other Healthcare Contractors.

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

A. In conformance with § 3.30.1.2, describe the database that will be 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 § 3.30.4, specifically acknowledge the requirement to incorporate new treatment or testing services into the chronic care regimen of appropriate Inmates within a reasonable timeframe when new treatment or testing services for chronic somatic conditions are recommended by the Centers for Disease Control and Prevention or other recognized authorities in treatment protocols.

C. In conformance with § 3.31.3, specifically acknowledge the rounds and documentation requirements for Inmates in infirmaries and isolation units.

D. In conformance with § 3.32, acknowledge the responsibilities to maximize onsite Inmate emergency care in infirmaries, but to also transport Inmates offsite in appropriate emergency circumstances. Also, specifically acknowledge that any such offsite emergency transport and care is the fiscal responsibility of the contractor.

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

F. In conformance with § 3.38.2, describe how Dialysis services will be continuously provided, including in any circumstance of power failure.

G. In conformance with § 3.39, describe how all obstetric and gynecological services for female Inmates will be provided. Specifically describe the proposed content of the educational videos required in § 3.39.3, how these videos will be prepared within the indicated timeframe, and how it is planned for the videos to be shown to female Inmates.

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

1. How laboratory services will be provided 7 days a week and during all hours of the day, if needed.
2. How emergency testing will be accomplished, including meeting required timeframes.
3. The process for providing testing results and documenting the results in the EHR.

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

I. In conformance with § 3.43, identify how radiology diagnostics will be performed, including whether mobile X-ray machines will be used.

J. In conformance with § 3.45, describe how all requirements regarding the use of Troponin enzyme tests will be met.

K. In conformance with § 3.56, describe how all Peer Review requirements will be met. Also, note acceptance of the requirement of § 3.73.1.5 to provide priority notification if a Clinician is determined not to meet professional standards, and describe what action will be taken regarding a Clinician judged not to meet professional standards.

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

M. Describe how the requirements of § 3.63 concerning sexual assault will be fulfilled.

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

1.13 Set forth a plan for screening, Assessment and initial treatment of all Inmates arriving at any DPSCS facility, including BCBIC and DOC facilities (§ 3.25 and § 3.26).

1.14 Acknowledge the criticality of sick call services to the Inmate population and commit to providing an efficient and timely system of sick call that is capable of identifying urgent needs and providing Inmates with necessary medical care consistent with Custody restrictions, and describe how 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.

1.15 Set forth the Offeror's plan for maximizing on-site physical therapy services and minimize off-site services (Section 3.37). If applicable, describe an effective method to deliver physical therapy services through approved subcontracted providers.

1.16 Include Quality Assurance and Performance Measurements that:

A. Assure the delivery of screening and Assessment services (Section 3.25), sick call (Section 3.28), medication management and administration (Section 3.29), specialist services (Sections 3.34 – 3.39), and release services (Section 3.41);

B. Assure the delivery of an effective Continuous Quality Improvement program (Section 3.55) and utilization management / utilization review program (Section 3.69);

C. Assure compliance with State regulated and professional standards for Methadone Program(Section 3.65); and

D. Measure staff performance.

1.17 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.

C. Describing its plan to ensure that Inmates receive discharge medications as prescribed by Clinicians without missing doses and without interruption. See Medication methodology and medication line locations (Attachment O).

D. In response to RFP § 3.29.1.1 and § 3.41.3.3.1, proposing a process for medication continuation utilizing written prescriptions to be implemented if directed by the DPSCS Manager/Director.

1.18 In response to RFP § 3.44, describe how emergency EKG Reading Services shall be provided. These services shall include at a minimum over-read and disposition of the reading Immediately.

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

a. Hospital Admissions, Discharge/Release Plans and adherence to pre-Certification requirements,
b. Infirmary Admissions,
c. Twenty-three (23) Hour Admissions,
d. Specialty Diagnostics and Imaging Services,
e. Surgeries, and
f. Outpatient Procedures and Consultations

The plan shall contemplate the provision of these services onsite, offsite, and via Telemedicine.

1.20 Fully describe how the Offeror will comply with the infection control requirements of § 3.49.

A. In response to § 3.49.2.5(4), describe the Offeror's method of preparing and providing educational outreach materials related to specific outbreak concerns or preventive/cautionary measures.

B In response to § 3.49.3.4, describe the Offeror's plan to respond to any potential infectious disease outbreak or initial index case(s). (Such as H1N1, Bird Flu, Influenza, MRSA, Chicken Pox, etc.).

1.21 Fully describe how the requirements of § 3.67 will be met. Specifically in response to:

A. § 3.67.3.1.1, explain how the Offeror intends to meet the requirement of providing Next Gen training to Department and other contractor staff.

B. § 3.67.3.1.2, 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 staff of the Other Healthcare Contractors.

C. § 3.67.3.1.3.2, identify how many (minimum of two) IT System Analysts trained in NextGen will be provided and identify where these persons will be located. Describe the training and skills of these persons, how they will be dispatched to service calls and how they will be able to respond anywhere needed, Department-wide.

D. § 3.67.3.1.3, describe the process whereby the account administrator for the EHR system responsible for the assignment of logons will be accessible to employees of the Contractor, as well as, Department and Other Healthcare Contractors' staff.

E. § 3.67.3.1.11, 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.

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

A. § 3.69.1.1, describe how the Offeror intends to meet the requirement of providing a Clinician by toll free telephone number twenty-four (24) hours per day, seven days per week to provide pre-certification and pre-Admission approvals for services that cannot be managed within normal business hours.

B. § 3.69.1.2, 3.69.1.2.1 and § 3.69.1.2.2, identify the Offeror's proposed UM staffing. e.g., will staffing be at the minimum specified levels of these sections (1 Masters level nurse, 2 UM nurses and a Report Coordinator), or above this level? Also, describe the means of recruiting such personnel, the characteristics (experience, skills and abilities) that will be sought and how these persons will be tasked to achieve their stated duties.

C. § 3.69.1.2.3, identify the actual person who will have the responsibility to maximize Medical Assistance recoveries, including this person's experience and qualifications for this position. Alternatively, describe the means of recruiting the person who will have the responsibility to maximize Medical Assistance recoveries, including the characteristics (experience, skills and abilities) that will be sought.

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

1.23 In response to § 3.71.1, describe how the Offeror will identify appropriate persons to comprise the Specialty Panel of Clinicians. Also, describe how the persons selected to serve on this panel will be expected to perform all required duties, to include providing testimony regarding litigation, without addition charge to the Department.

1.24 In response to § 3.77, describe how the Offeror will fully comply with all transition and close-out requirements of this section. In particular, describe how provision will be made for the proper accounting and collection of outstanding Medical Assistance reimbursements as of the end of the Contract term and how there will be assurance that those reimbursement will be paid to the Department, with proper consideration for allowable earned incentives.

1.25 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.

1.26 (A) Describe the type of testing that will be used to evaluate Inmate's near and far vision.

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

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.

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 PROFESSIONAL NURSE MENTORSHIP PROGRAM

In response to RFP § 3.10.1.2.1, the Offeror must describe in its technical response its proposed mentoring program. At a minimum, the response should explain when mentors will be used, the type of mentoring to be provided, and how the number and type of personnel identified will be adequate for the level of mentoring required.

TAB I. OFFEROR ELECTRONIC TRAINING, SCHEDULING AND PEER REVIEW

In response to RFP § 3.10 and § 3.56, 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 medical 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. (§ 3.56)

TAB J. OFFEROR ELECTRONIC TIMEKEEPING SYSTEM

In response to RFP § 3.11, the Offeror must describe in its technical response the time and attendance software solution and security features of the Offeror's current time keeping system to include built-in industry standard security features to maintain time and attendance data integrity, or a draft Plan for providing the solution.

TAB K. 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 L. OFFEROR DRAFT PLAN FOR ENHANCED TELEMEDICINE

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

1. Timeframe and milestones for implementation if such option is exercised by the Department, and
2. Required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements
3. Consistent with the requirements of § 3.3.4.1.1, the percentage of Offerors quoted acquisition/implementation price to be paid based on milestones and acceptance. NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.

The price to provide this optional service shall be as quoted in Attachment F-5.

TAB M. OFFEROR DRAFT PLAN FOR FUTURE TRANSFER AND RELEASE REQUIREMENTS, AND HOW CURRENT TRANSFER AND RELEASE REQUIREMENTS WILL BE IMPLEMENTED

In response to RFP § 3.41, the Offeror must:

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

B. Set forth a plan for ensuring continuity of care on release and effectively managing the care of Inmates transferred between institutions consistent with Department policy.

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

D. Describe the database and Continuity of Care template that will be developed/used in conformance with § 3.41.5.1 and 2, respectively.

E. Describe the procedures and level of effort that will be used to discuss discharge orders with Inmates and complete required health examinations and/or forms in application for any entitlement program for which the Inmate might be eligible upon release.

F. In response to RFP § 3.41.6, describe an implementation process for a program which will fully implement the current and upcoming provision contained in the Healthcare Reform Act, specifically the current provisions for Medicaid/Medicare reimbursement and the new

provisions cited to go into effect in October 2013, which when effectuated will make all released Inmates eligible for federal assistance based upon a means test only.

TAB N. OFFEROR DRAFT PLAN FOR DIGITALIZING RADIOLOGY SERVICES

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

1. Timeframe and milestones for implementation if such option is exercised by the Department, and
2. required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.
3. Consistent with the requirements of § 3.3.4.1.1, the percentage of Offerors quoted acquisition/implementation price to be paid based on milestones and acceptance. NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.

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

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

A. In response to RFP § 3.51.2.2, the Offeror must describe in its technical response the Offeror's current Emergency Management Plan for mass outbreaks of infectious disease, showing plans for the use of the available respiratory isolation beds as well as other areas in the various facilities, or a draft Plan for providing the solution.

B. In response to RFP § 3.51.3, 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 § 3.51.4, the Offeror must commit in its technical response to participate in at least one "man down" drill per facility per year.

TAB P. OFFEROR DRAFT PRE-TRIAL VIOLENCE REDUCTION PROGRAM

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

TAB Q. OFFEROR DRAFT PLAN FOR AN ELECTRONIC HEALTH RECORD

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

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

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

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

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

1. The required timeframe and milestones for implementation of the new EHR, including the conversion of active records, from receipt of a NTP;
2. Required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.
3. Consistent with the requirements of § 3.3.4.1.1, the percentage of Offerors quoted acquisition/implementation price to be paid based on milestones and acceptance. NOTE: Do not provide any actual dollar prices in this technical response; simply percentages.

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

TAB R. PERSONNEL/RESUMES

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 included after § 4.4). Key Personnel include: the UM Medical Director, statewide Contract Manager (See § 1.2.25) and regional managers (if the Contractor proposes to use such positions), statewide and regional medical directors, statewide and regional nursing directors, Statewide CQI Director, and Statewide Director of Infection Control.

Provide the names and resumes of the Offeror's Statewide Medical Director and Statewide DON who would both be responsible for the daily oversight of the Contract from the Contractor's perspective, if the Offeror is selected for award.

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 § 3.76 pertaining to the substitution of personnel and the Offeror's intent to fully comply with the requirements of this section.

TAB S. 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 Correctional Medical 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;
        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 medical 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
   - At least one correctional institution with 1,500 Inmates.

TAB T. 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 U. TERMINATED CONTRACTS

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

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

TAB V. 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 W. ECONOMIC BENEFIT FACTORS

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 X. SUBCONTRACTORS

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

TAB Y. PROBLEM ESCLATION CLAUSE

In response to RFP § 3.75, 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 Z. 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 M)

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

4.5.2 Do not change or alter the forms.

4.5.3 The Proposal Price Forms are to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

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

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

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

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

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

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

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

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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 and will be based on the criteria set forth below. An evaluation committee will review and provide input to the Procurement Officer. The State reserves the right to utilize the services of individuals outside of the established 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. To include 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.
- Offeror Technical Response to Optional Services.
- 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.