

ATTACHMENT DD – THRESHOLD INC. - FY11 SIGNED CONTRACT

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
CONTRACTUAL AGREEMENT
DPPCS Q0011003
WITH
THRESHOLD, INC.

THIS CONTRACT (the "Contract") is made as of the 1st day of July 2010 by and between Threshold, Inc. (the "Contractor") and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (the "Department" or the "State").

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means Threshold, Inc., whose principal business address is 1702 St. Paul Street, Baltimore, Maryland 21202
- 1.2 "Department" means the Maryland Department of Public Safety and Correctional Services.
- 1.3 "Division" means the Division of Correction of the Department.
- 1.4 "DPP" means the Division of Parole and Probation of the Department.
- 1.5 "Procurement Officer" means BJ Said-Pompey, or his successor or alternate as designated under Maryland law.
- 1.6 "State" means the State of Maryland.

2. Scope of Work

The Contractor shall provide services under this Contract in accordance with this Contract and the following exhibits which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the exhibits, the terms of the Contract shall govern. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision, with earlier listed exhibits prevailing over later listed exhibits:

- Exhibit A – The Contract Affidavit
- Exhibit B – Scope of Work
- Exhibit C – Summary of Services

- 2.1 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a basis

for a claim under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.2** Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on July 1, 2010 and ending on June 30, 2011.

4. Consideration and Payment

- 4.1** The Department shall pay the Contractor \$58.18 per inmate, per day, for each inmate housed in a facility operated by the Contractor day shall be paid an amount not to exceed: **\$637,071.00** based on the following formula:

$30 \text{ inmates} \times 365 \text{ days} = 10,950 \text{ inmate-days};$

$10,950 \text{ man days} \times \underline{\$58.18} \text{ per day} = \underline{\$637,071.00}.$

The average Daily Population (ADP) may not exceed 30 inmates for this period of this contract.

- 4.1.2** If long term medical and dental services are required for an inmate in order to treat a chronic condition or if the cost for medical and dental services for an inmate exceeds \$200 for a single incident, the Division shall reimburse the Contractor for the total cost of those chronic or incident services for that inmate which were authorized by the Contractor at appropriate medical facilities in the community. Each inpatient hospital stay, each outpatient visit and each prescription is a single incident.
- 4.1.3** The State shall pay the per inmate-day rate stated in Paragraph 4.1 above only for those inmate-days of service actually rendered by the Contractor.
- 4.1.4** The Contractor shall collect and dispose of work release or other inmate earnings as provided in Sect 11-319(b) of the Correctional Services Article.
- 4.1.5** The Contractor may retain a portion of each inmate's earnings it collects under Section 319(b) of the amount of the Correctional Services Article as determined by the Division. On each monthly invoice, the Contractor shall report to the Division the amount of inmate earnings collected during the previous month, and shall deduct from each invoice the retained earnings for that month.
- 4.1.6** The Contractor shall, by the fifth working day of each month, submit to the Division an invoice for the services rendered during the previous month. The Division shall determine whether the invoice is accurate.
- 4.1.7** The Contractor shall maintain an inmate and budget accounting system following the accounting principles accepted by the Division. To the extent possible, the Contractor shall maintain all accounting related records in one location.
- 4.1.8** The contractor may submit annual requests for per diem rate increases to the contract monitor. All requests will be subject to an investigative audit conducted by the Office of the Inspector General.
- 4.1.9** The Contractor shall have an independent auditor conduct an audit of the Center's expenses and accounting. The Contractor shall give the Division a copy of the independent auditor's report.

4.1.10 Payment of State Obligations:

Electronic funds transfer will be used by the State to pay Contractor for this contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payments of invoices, other than as prescribed by Title 15, subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.3 Each invoice must reflect the Contractor's federal tax identification number, which is 23-7055638 and contain the Contract Number DPSCS Q0011003. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.4 Each invoice must be submitted to:

Accounts Payable
Department of Public Safety & Correctional Services
300 E. Joppa Road, Suite 1000
Baltimore, MD 21286

5. Personnel

Contractor agrees that all personnel identified in its proposal, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

8. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the

Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

9. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

10. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. Contingent Fee Prohibition

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

12. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the

rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

15. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

16. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

17. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

18. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections:

(1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

20. Retention of Records.

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

21. Compliance with Laws.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

22. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its proposal or offer. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its proposal or offer, was inaccurate, incomplete, or not current.

23. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 13, and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to its subcontractors.

24. Indemnification

- 24.1** The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

- 24.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 24.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 24.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 25.5 The Contractor shall indemnify the State for damage, loss or destruction of all State property in the Contractor's care, custody and control throughout the term of this Contract.

26. Security

Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department shall be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor's employees and agents shall not violate Md. Code Ann., Correctional Services §§ 9-410 – 9-416 and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents comply with any provision of this Section 29 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.

27. Administrative

- 27.1 **Contract Manager.** The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. The Contract Monitor monitors the daily activities of the contract and provides guidance to the contractor.

28. Commercial Nondiscrimination

- 28.1 As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

28.2 As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

29. Prompt Payment Requirements and MBE Compliance

29.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

29.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

29.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

- b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

30. Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

BJ Said-Pompey, Procurement Officer
Maryland Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Towson, MD 21286
PH: 410-339-5013
FX: 410-339-4240
Email: Bjsaid-pompey@dpscs.state.md.us

If to the Contractor:

Julian Morgan, Executive Director
Threshold, Inc.
1702 St. Paul Street
Baltimore, Maryland 21202
PH: 410-727-0100
FX: 410-727-0103
Email: thres1702@yahoo.com

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

("CONTRACTOR")

By: *[Signature]*

May 11, 2010
Date

Witness: *[Signature]*

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By: *[Signature]*

7/21/10
Date

Witness: *[Signature]*

Approved for form and legal
sufficiency this 11th day
of May, 2010

Alan Eason (signature on file)
Assistant Attorney General

CONTRACT AFFIDAVIT

(including provisions of Bid/Proposal Affidavit under COMAR 21.05.08.07 B)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) President, Board of Directors and the duly authorized representative of (business) Threshold, Inc. and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

NONE

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

NONE

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and

their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

NONE

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000,

file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: Edward Angeletti

Address: 3 McGregor Way
Bel Air, MD 21014

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: May 11, 2010 By: 
(Authorized Representative and Affiant)

SCOPE OF WORK

A. ABBREVIATIONS AND DEFINITIONS

ACM	-Annotated Code of Maryland
Advisory Board	-The community advisory board appointed pursuant to Sect 11-301 through 11-320 of the Correctional Services Article
Board	-Maryland State Board of Public Works
CF	-Contracted Facility (formerly Community Adult Rehabilitation Center)
CENTER	-Community Adult Rehabilitation Center operated by the Contractor
COMMISSIONER	-Commissioner of the Maryland Division of Correction
CONTRACTED FACILITY	-A community based correctional facility (formerly CARC)
DPP DIRECTOR	- Director of Parole and Probation
Court-placed inmate	-A person transferred to a Center from a local jail or detention center with approval by a judge under Sect 11-301 through 11-320 of the Correctional Services Article
DCD	-Division of Correction Directive
DD	-Deputy Director of Special Programs
Director	-The person appointed by the Contractor to manage the Center
Division	-Maryland Division of Correction
DOC	-Maryland Division of Correction
DPP	-Maryland Division of Parole and Probation
DPPSCS	-Department of Public Safety and Correctional Services
DOC inmate	-A person sentenced to the custody of the Division and Subsequently transferred to a Center
Full-time	-40 hours per week
ICP	-Individual Case Plan
ID	-MTC Institutional Directive
Inmate	-A comprehensive term for both DOC inmates and Court-placed Inmates
Secretary	-Secretary of the Maryland Department of Public Safety and Correctional Services
Standards	-Standards for Community Adult Rehabilitation Centers as Promulgated by the Secretary of Public Safety and Correctional Services pursuant to Sect 11-301 through 11-320 of the Correctional Services Article and codified in COMAR, Title 12.

State	-The State of Maryland
Summary of Services	-The CARC'S program design
Warden	-The Warden of the Metropolitan Transition Center or his or her designee

B. GENERAL

1. PURPOSE

The purpose of this agreement is to establish the terms and conditions under which the Contractor shall operate a CARC and under which the State shall pay the Contractor for the operation of that CARC. The purpose of a community adult rehabilitation center is to house and rehabilitate those individuals who have been convicted of crimes but who, in the judgment of the courts and appropriate correctional personnel, can best be rehabilitated in community facilities without substantial danger to the community.

The Contractor will be responsible for providing such equipment and services, as it requires to perform the contract.

The CARC shall be located at the following address:

Threshold Inc
 1702 St. Paul Street
 Baltimore, MD 21202

2. SUMMARY OF SERVICES

- a. The Contractor shall provide the services which are defined in Exhibits B and C.
- b. Changes to Exhibit C, Summary of Services ("Summary") may not be made without the written approval of the Warden and/or the Deputy Director for Special Programs and the Contractor.
- c. Changes to the Summary, which will not substantially decrease the Contractor's costs to operate the Center and which will not require an increase in the per day cost stated in paragraph 4 of this Contract are not modifications under paragraph 2.2 of this Contract. All other changes to the Summary are modifications and may not become effective until the requirements in paragraph 2.2 are met.

3. STANDARDS

The Contractor shall operate the Center in conformance with all pertinent laws, Standards, regulations and Ids. These laws, standards, regulations and Ids include, but are not limited to, those contained in the DCDs and COMAR 12.02.03 as both now and in the future promulgated during the term of this contract. Key standards include:

- 1. The Contractor shall establish a system of inmate classification/treatment, conducted by a classification/treatment committee.
 - a. The classification/treatment process shall be designed to:
 - Insure the security of the facility;
 - Insure the welfare of the inmates;
 - Insure the protection of the community; and
 - Promote the most effective use of the facility as an instrument of correction and rehabilitation.

- b. The classification/treatment committee is responsible for ensuring the timely delivery of the following services to all inmates:
 - Comprehensive intake, orientation and assessment
 - Proper implementation of the DPSCS risk assessment instrument
 - Development of Individual Case Plans
 - Development of comprehensive Discharge Plans in coordination with the DPP supervision agent
- c. The classification/treatment committee shall evaluate and make recommendations regarding each of the following decisions:
 - Development of and changes in an inmate's treatment program;
 - Transfer of an individual to another institution;
 - Pre-parole recommendations;
 - Level promotion/demotion and the regulation of incentives and disincentives to promote an inmate's progress through the center's program.
2. Comprehensive rehabilitative services shall be made available to inmates of the facility. The purpose of these services is to improve an inmate's education, upgrade vocational skills, obtain suitable employment, strengthen family and mental health, and reduce any tendency to abuse alcohol or drugs.
3. Responsibility for providing services rests with the facility. If community resources are available to provide services, facilities are encouraged to use them, but the facility shall remain responsible for insuring that services are available and are rendered to the inmates. The Contractor shall have an affirmative responsibility to develop those programs and resources within the community that are necessary to meet the needs of the inmates assigned to the facility.
4. The following services shall be made available to inmates on an as needed and practical basis:
 - Vocational and educational testing;
 - Job counseling;
 - Job training;
 - Job placement;
 - Drug, alcoholism and family counseling;
 - Psychological evaluation and/or therapy;
 - Psychiatric evaluation and/or therapy;
 - Housing assistance;
 - Routine medical and dental services;
 - Emergency medical and dental services;
 - Adult basic education instruction.
5. Each inmate shall design with his counselor, a treatment program aimed at preparing him for release to the community better able to lead a crime-free life. Generally, an inmate's program should include:
 - Preparation for securing and holding a job, through education, vocational training, or simply aid in securing a job;
 - Group or individual counseling, or both, to prepare him to better handle emotional stress; and
 - The opportunity to acquaint himself with those community agencies which will be available to provide support before and after his release.

The facility shall have documentation to show that it provides for inmate participation in development and implementation of the treatment plan. The treatment plan must include support and services designed to address needs identified through the screening and assessment process, and assist the inmates with leading crime-free lives upon release.

6. Weekly inmate/staff counselor meetings shall be held with all inmates to provide direction and monitor inmate performance. The facility shall have documentation to show that it holds weekly staff meetings to review inmate progress with each inmate's progress, reviewed at least once each month.
7. The facility shall review all changes in the Individual Case Plan with the inmate and document this procedure by staff initial and date.
8. Each facility shall have a properly monitored work release program. The Contractor shall provide periodic work site inspections and document such inspections in a permanent log. Appropriate safeguards shall be established to enable the Contractor to monitor the whereabouts of each client. The Contractor will verify and document at least once each month that the client is at the work site (provided however, for those employed clients who are on a transient work crew moving to multiple work sites during the work shift, the client shall provide sufficient contact information for the employer to allow the Contractor to verify that the client is on a work crew. The Contractor shall establish and utilize a mandatory sign-in/sign-out procedure, which shall include the following:
 - The time the client leaves the facility and returns to the facility;
 - The client's destination, including the name, address, and telephone number; and
 - An authorized signature by a facility staff member.
9. The Contractor shall provide access to a variety of social and recreational activities.
10. The Contractor shall have written policy and procedures, which provide for expanding opportunities for inmate responsibility, involvement with family, and community activities before final release. The inmate rules and regulations shall specify any actions that can lead to administrative (non-punitive) removal from the facility. Inmate regulations shall provide that transfers of inmates to Division of Correction institutions of greater security shall conform with applicable Division of Correction regulations. The inmate rules and regulations shall outline inmate grievance procedures, including required staff action for investigating and resolving the complaints or grievances. A written disciplinary report of all violations of inmate rules and regulations shall be made. The inmate rules and regulations shall include the established adjustment procedure for imposing punishment for violations of inmate rules. All disciplinary action shall be in accordance with these procedures.
11. Discharge of inmates from the facility shall conform to clearly defined written policies and procedures of the facility. Discharge policies and procedures shall include:
 - a. A verification that the inmate is being discharged under proper legal authority;
 - b. A positive identification of the inmate being released; and
 - c. The return to the inmate, or individual assuming custody of the inmate, of all of the inmate's property and valuables held by the facility. A receipt shall be signed by the

inmate or the individual assuming custody of the inmate and retained for facility records.

If an inmate is to be transferred to the jurisdiction of the Division of Correction, the transporting officer shall have with him properly executed commitment papers and a copy of the inmate case record. Also included shall be a record of time accrued toward diminution of sentence under in Correctional Services Article, §11-503, Annotated Code of Maryland. This record shall show the amount of time accrued according to type: good time, industrial, educational and special programs. The time, date, and reason for discharge shall be entered in the inmate's case record.

12. The Contractor shall provide appropriate re-entry services, and coordinate with the assigned DPP supervision agent, in developing an effective Discharge Plan for every inmate. The Discharge Plan shall include:

- a. Provisions for continued employment upon release;
- b. Referrals to community-based providers of treatment and services;
- c. Housing assistance designed to encourage stable housing;
- d. Reinstatement of social security income, medical assistance, and other entitlements at least sixty (60) days prior to discharge.

Contractor shall maintain individual client files which shall include at a minimum, individual case plans, assessments, release preparation, pertinent information on the client, detailed reports regarding specific progress or lack of progress toward reintegration, documentation regarding classification/treatment committee meetings, participation of DPP supervision agents, and any other significant events.

13. The Warden and/or the Deputy Director for Special Programs shall, solely, determine which DCDs and Ids are pertinent.

4. COMMUNITY ADVISORY BOARD

In compliance with Sect 11-301 through 11-320 of the Correctional Services Article, the Center shall have a Community Advisory Board.

5. INMATE ASSIGNMENT

1. All inmates shall be assigned, transferred or placed in the Center compliance with Sect 11-301 through 11-320 of the Correctional Services Article.
2. All inmates assigned, transferred or placed in the Center must be housed in the Center.
3. The Contractor must accept for placement in the Center up to the specific number of DOC inmates and up to the specific number court-placed inmates stated below in paragraph 10. Reports of this contract unless the Division permits the Contractor to temporarily change the DOC inmate/Court-placed inmate ratio. On any day, the Contractor may not exceed the ADP figure stated below in paragraph 10. Reports of this contract unless the Division permits the Contractor to temporarily exceed that figure for that particular day so that the Contractor can attain throughout the current term of the contract the ADP stated in paragraph 10. Reports.
4. The Director shall accept DOC inmates for placement in the Center from a pool of eligibles established by the Division in compliance with Sect 11-301 through 11-320 of the Correctional Services Article and based on screening criteria to which the Advisory Board, the Warden and the Contractor mutually agree in writing. The criteria are

incorporated by reference into this contract as the Screening Criteria but the Criteria are not hereto attached.

5. The Contractor may not change the Criteria without the written approval of the Warden, Deputy Director of Special Programs and the Advisory Board.
6. The Contractor shall not subject any DOC inmate to any final disciplinary action, termination or transfer from the Center except in accordance with written regulations which shall be developed by the Contractor in compliance with Sect 11-301 through 11-320 of the Correctional services Article and approved by the Warden and Deputy Director of Special Programs.
7. The Contractor shall be responsible for providing the transportation for each inmate to the Center upon admission and to any other State institution upon the termination or transfer of the inmate from the Center.

6. COURT PLACED INMATE STATUS

Court-placed inmates will be subject to all the rules, regulations and procedures of the Center, excepting those rules, regulations and procedures, which are inconsistent with their status as Court-placed inmates.

7. INMATE RECORDS

All DOC inmate records, as well as base file information, shall remain confidential. The Contractor shall not provide any information to any person or agency except in accordance with Sect 11-301 through 11-320 of the Correctional Services Article and other applicable State and Federal laws and DCDs.

8. INMATE HEALTH SERVICES

The Contractor shall provide at least such medical and /or dental services for assigned inmates as are Constitutionally required.

9. INSPECTIONS AND EVALUATIONS

- a. The Contractor shall permit the Division/DPP or its authorized representatives to conduct quarterly evaluations of the Center.
- b. The Contractor must adhere to new Department of Public Safety and Correctional Services policies regarding programs, which requires all programs to undergo an assessment. The assessment is a tool to inform the Contractor of the program's strengths and weaknesses, as well as provide recommendations for improvement and corrective action. The Contractor shall submit a report detailing corrective action for any deficiencies identified in the assessment report within thirty (30) days of receipt of the report.

10. REPORTS

The Contractor shall submit to the Division/DPP quarterly reports as required, including reports on program progress and finances. Program reports shall highlight the inmates' progress in preparation for their transition from prison to the community. Key benchmarks to measure inmate progress to be included in the report are as follows:

1. Intake
2. Case Planning
3. Identification
4. Substance Abuse Testing
5. Substance Abuse Treatment
6. Education and Training

- 7. Employment Training and Placement
- 8. Employment
- 9. Work Release
- 10. Family Life
- 11. Mental Health
- 12. Medical Care
- 13. Disciplinary Program
- 14. Housing
- 15. Accountability: Verifications, Violations and Transfers
- 16. Security: Facility and Community

11. STAFFING

The Contractor must provide on each shift at least one person who is a full-time employee of the Contractor and who has been certified by the Maryland Correctional Training Academy as having completed the Correctional Officer Training Program.

12. NOTIFICATION

The contractor must notify the contract monitor within 24 hours of receipt of any citation and/or notice of code violations (i.e. fire, health) at its facilities. The contractor must notify the contract monitor within thirty (30) minutes of an occurrence of a serious incident involving inmates such as death, escape, assault, or security breach.

Incident	Notification Requirement
Escape, assault, injury, security breach, death	1. Within thirty (30) minutes by telephone, and 2. A typed Serious Incident Report within 24 hours
Escape	Investigative Escape Report within five (5) days
Medical incident requiring clinical testing or treatment	Serious Incident Report within 24 hours
Check-In or transfer to higher security	1. Electronic notification within 24 hours 2. Notice of Infraction and supporting documentation within 48 hours of incident

13. HIRING AGREEMENT

The Contractor agrees to comply with a Hiring Agreement executed with the Maryland Department of Human Resources (DHR). The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with Section 13-224, State Finance and Procurement Article.

14. CONTRACT MONITOR

By notice herein, the Contractor shall cooperate in every way with Division of Parole and Probation staff in the implementation of procedures and services as outlined in this Scope of Work. The Contract Monitor is Deputy Director for Special Programs, Mr. Ernest Eley.

END EXHIBIT B

ATTACHMENT EE – RADIOLOGY DATA

Attachment EE - Radiology Data

	Site	Equip	Jun-10	Jul 201	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	12 Months	Monthly AVG
Jessup Region																
	BCF	JCI	13	22	19	16	11	25	11	14	17	15	4	24	191	15.92
	CLF	JCI	26	25	8	12	7	6	13	11	14	6	6	2	136	11.33
	EPRU	JCI	4	2	2	2	5	6	5	8	2	2	1	1	40	3.33
	JCI	analog	79	58	53	50	47	52	41	49	50	71	60	52	662	55.17
	JPRU	JCI	10	2	8	14	7	16	13	14	14	7	6	11	122	10.17
	JRH	JCI	13	7	12	6	1	8	4	9	12	8	3	4	87	7.25
	MCIJ	JCI	50	33	21	47	15	22	70	27	35	32	44	11	407	33.92
	MCIW	analog	32	16	15	21	35	42	19	27	38	25	65	18	353	29.42
	PATX	JCI	18	11	11	20	26	18	13	33	20	24	15	9	218	18.17
	SMPRU	JCI	12	10	16	5	9	1	18	0	24	15	3	5	118	9.83
Baltimore Region																
	BCCC	MTC	8	9	5	3	6	5	3	0	6	6	9	6	66	5.50
	BCDC	analog	35	33	48	45	27	38	48	44	58	65	59	80	580	48.33
	BPRU	MTC	7	2	2	5	2	2	1	2	4	1	1	2	31	2.58
	CBIF	analog	120	126	142	136	95	56	91	115	84	103	71	97	1236	103.00
	HDU	MTC	3	0	0	1	1	0	1	0	0	0	1	0	7	0.58
	MCAC	analog	8	14	14	16	15	19	20	12	15	28	41	43	245	20.42
	MRDCC	MTC	69	73	64	75	48	54	59	52	60	79	60	48	741	61.75
	MTC	analog	30	59	65	33	59	39	49	65	71	63	49	50	632	52.67
	WDC	BCDC	12	28	26	36	29	28	35	13	22	32	18	15	294	24.50
Eastern Region																
	ECI	analog	25	57	32	41	57	50	53	56	47	44	54	79	595	49.58
	ECIW	ECI	31	32	28	27	27	34	31	44	34	14	40	35	377	31.42
	ECIX	ECI	20	18	20	20	14	24	20	16	16	16	9	21	214	17.83
	Other	ECI	12	5	13	9	9	3	8	21	9	7	5	5	106	8.83
Western Region																
	MCIH	analog	139	148	88	86	107	166	144	113	116	138	120	98	1463	121.92
	MCTC	MCIH	102	70	94	104	96	100	116	76	68	86	73	61	1046	87.17
	NBCI	WCI	38	51	43	34	31	57	40	37	40	51	40	69	531	44.25
	RCI	MCIH	106	90	63	70	103	89	109	100	100	139	137	97	1203	100.25
	WCI	analog	130	104	101	83	117	139	113	107	97	140	74	103	1308	109.00
															13009	1084.08

Attachment EE - Radiology Data

Site	Equip	Jun-10	Jul 201	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	12 Months	Monthly AVG
Jessup Region															
	dig/mob	68	47	27	63	42	31	89	68	55	69	41	7	607	50.58
	JCI analog	157	123	123	109	86	123	99	97	133	111	101	112	1374	114.50
	MCIW analog	32	16	15	21	35	42	19	27	38	25	65	18	353	29.42
Baltimore Region															
	BCDC analog	47	61	74	81	56	66	83	57	80	97	77	95	874	72.83
	CBIF analog	120	126	142	136	95	56	91	115	84	103	71	97	1236	103.00
	MCAC analog	8	14	14	16	15	19	20	12	15	28	41	43	245	20.42
	MTC analog	117	143	136	117	116	100	113	119	141	149	120	106	1477	123.08
Eastern Region															
	ECl analog	88	112	93	97	107	111	112	137	106	81	108	140	1292	107.67
Western Region															
	MCIH analog	347	308	245	260	306	355	369	289	284	363	330	256	3712	309.33
	WCI analog	168	155	144	117	148	196	153	144	137	191	114	172	1839	153.25

Types:

- CXR's
- Facial
- Bone
- UGI
- BA Swallow

ATTACHMENT FF – CPI MEDICAL SERVICES INDEX FY12

Attachment FF CPI Medical Services Index FY12



[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#)

[Subscribe to E-mail Updates](#)



[What's New](#) | [Release Calendar](#) | [Site Map](#)

Search BLS.gov



[Home](#)

[Subject Areas](#)

[Databases & Tools](#)

[Publications](#)

[Economic Releases](#)

[Beta](#)

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options:

From: 2006 To: 2011

include graphs

[More Formatting Options](#)

Data extracted on: March 24, 2011 (6:50:52 AM)

Consumer Price Index - All Urban Consumers

12-Month Percent Change

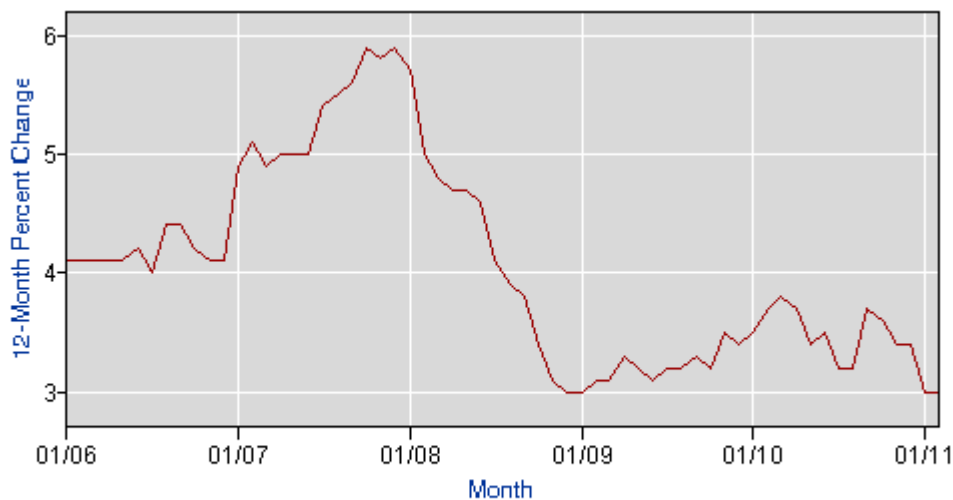
Series Id: CUUR0000SAM2

Not Seasonally Adjusted

Area: U.S. city average

Item: Medical care services

Base Period: 1982-84=100



Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	4.1	4.1	4.1	4.1	4.1	4.2	4.0	4.4	4.4	4.2	4.1	4.1	4.1	4.1	4.2

2007	4.9	5.1	4.9	5.0	5.0	5.0	5.4	5.5	5.6	5.9	5.8	5.9	5.3	5.0	5.7
2008	5.7	5.0	4.8	4.7	4.7	4.6	4.1	3.9	3.8	3.4	3.1	3.0	4.2	4.9	3.6
2009	3.0	3.1	3.1	3.3	3.2	3.1	3.2	3.2	3.3	3.2	3.5	3.4	3.2	3.1	3.3
2010	3.5	3.7	3.8	3.7	3.4	3.5	3.2	3.2	3.7	3.6	3.4	3.4	3.5	3.6	3.4
2011	3.0	3.0													

12-Month Percent Change

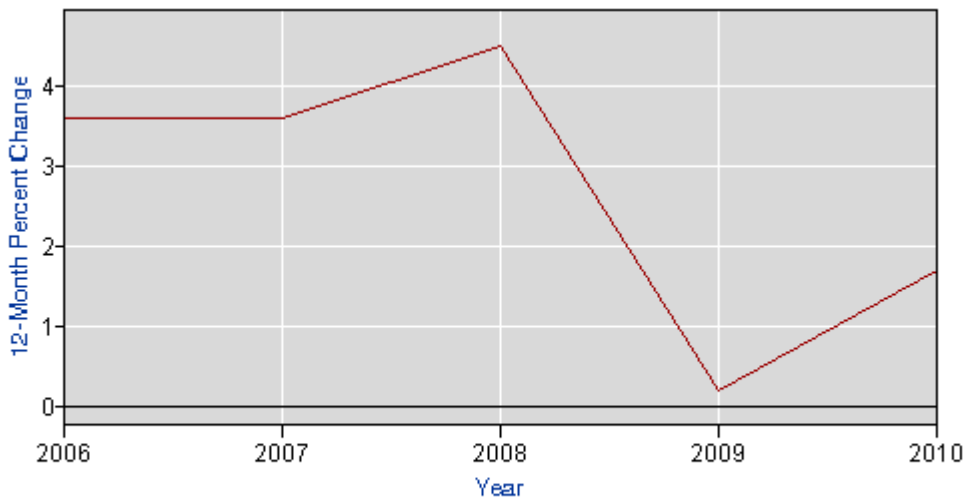
Series Id: CUURA311SA0

Not Seasonally Adjusted

Area: Washington-Baltimore, DC-MD-VA-WV

Item: All items

Base Period: NOVEMBER 1996=100



Download: [.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	4.1		3.3		4.2		4.6		2.8		3.1		3.6	4.0	3.3
2007	2.9		4.1		3.2		2.9		3.4		4.5		3.6	3.4	3.8
2008	4.9		4.7		5.0		5.7		5.5		2.5		4.5	4.9	4.1
2009	1.0		0.4		-0.2		-0.9		-0.8		1.6		0.2	0.2	0.2
2010	2.6		2.3		1.9		0.8		1.3		1.6		1.7	2.1	1.3
2011	2.3														

TOOLS

- Areas at a Glance
- Industries at a Glance
- Economic Releases
- Databases & Tables

CALCULATORS

- Inflation
- Location Quotient
- Injury And Illness

HELP

- Help & Tutorials
- FAQs
- Glossary
- About BLS

INFO

- What's New
- Careers @ BLS
- Find It! DOL
- Join our Mailing Lists

Maps

Contact Us

Linking & Copyright Info

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Customer Survey](#) | [Important Web Site Notices](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

ATTACHMENT GG – SAMPLE METHADONE CERTIFICATES

OPIOID TREATMENT PROGRAM CERTIFICATION

Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
Rockville, MD 20850

OTP NUMBER

MD-10103-M

EXPIRATION DATE

March 31, 2012

Baltimore Central Booking and Intake Facility
300 East Madison Street
Baltimore, MD 21202

This certificate is issued under authority of 42 CFR § 8.11 (21 U.S.C. 823(g)(1))



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
www.samhsa.gov

H. Westley Clark, M.D., J.D., M.P.H., CAS, FASAM
Director, Center for Substance Abuse Treatment

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY OR VALID AFTER EXPIRATION DATE

Attachment GG Sample Methadone Certificates

OPIOID TREATMENT PROGRAM CERTIFICATION

Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
Rockville, MD 20850

OTP NUMBER
MD-10111-M

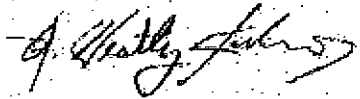
EXPIRATION DATE
March 31, 2012

Baltimore City Detention Center-Women's Detention Center
401 East Eager Street
Baltimore, MD 21202

This certificate is issued under authority of 42 CFR § 8.11 (21 U.S.C. 823(g)(1))



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
www.samhsa.gov


H. Westley Clark, M.D., J.D., M.P.H., CAS, FASAM
Director, Center for Substance Abuse Treatment

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY OR VALID AFTER EXPIRATION DATE

OPIOID TREATMENT PROGRAM CERTIFICATION

Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
Rockville, MD 20850

OTP NUMBER

MD-10114-M

EXPIRATION DATE

March 31, 2012

Baltimore City Detention Center-Mens Detention Center
401 Est Eager Street
Baltimore, MD 21202

This certificate is issued under authority of 42 CFR § 8.11 (21 U.S.C. 823(g)(1))



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
www.samhsa.gov

H. Westley Clark, M.D., J.D., M.P.H., CAS, FASAM
Director, Center for Substance Abuse Treatment

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY OR VALID AFTER EXPIRATION DATE