Request for Proposals

INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES

Solicitation No. DPSCS Q0012013

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:	**Wednesday, September 7, 2011 at 2:00 PM (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 8
1.1 SUMMARY STATEMENT 8
1.2 ABBREVIATIONS AND DEFINITIONS 8
1.3 CONTRACT TYPE 17
1.4 CONTRACT COMMENCEMENT AND DURATION 17
1.5 PROCUREMENT OFFICER 18
1.6 CONTRACT MANAGER 18
1.7 PRE-PROPOSAL CONFERENCE 18
1.8 QUESTIONS 19
1.9 SITE VISITS 19
1.10 PROPOSALS DUE (CLOSING) DATE 21
1.11 DURATION OF OFFER 21
1.12 REVISIONS TO THE RFP 21
1.13 CANCELLATIONS; DISCUSSIONS 21
1.14 ORAL PRESENTATION 22
1.15 INCURRED EXPENSES 22
1.16 ECONOMY OF PREPARATION 22
1.17 PROTESTS/DISPUTES 22
1.18 MULTIPLE OR ALTERNATE PROPOSALS 22
1.19 MINORITY BUSINESS ENTERPRISES 22
1.20 PUBLIC INFORMATION ACT NOTICE 23
1.21 OFFEROR RESPONSIBILITIES 24
1.22 MANDATORY CONTRACTUAL TERMS 24
1.23 BID/PROPOSAL AFFIDAVIT 24
1.24 CONTRACT AFFIDAVIT 24
1.25 COMPLIANCE WITH LAWS / ARREARAGES 25
1.26 PROCUREMENT METHOD 25
1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT 25
1.28 FALSE STATEMENTS 25
1.29 LIVING WAGE REQUIREMENTS 26
1.30 PROMPT PAYMENT TO SUBCONTRACTORS 26
1.31 ELECTRONIC FUNDS TRANSFER 27
1.32 EMARYLAND MARKETPLACE (EMM) 27
1.33 LIQUIDATED DAMAGES 27
1.34 CPI CONTRACT PRICE ADJUSTMENT 28
1.35 ELECTRONIC PROCUREMENTS AUTHORIZED 29

SECTION 2 MINIMUM QUALIFICATIONS 32
2.1 MINIMUM CORPORATE QUALIFICATIONS 32

SECTION 3 SCOPE OF WORK 33
3.1 INTRODUCTION 33
3.2 GENERAL PROVISIONS AND OTHER REQUIREMENTS 33

3.3 BILLING ... 36
3.4 MULTI-CONTRACTOR MODEL FOR THE DELIVERY OF INMATE HEALTHCARE ... 39
3.5 GEOGRAPHICAL & INMATE STATUS SCOPE OF RESPONSIBILITY ... 39
3.6 CONTRACTOR STAFFING AND MANAGEMENT ... 41
3.7 CONTRACTOR HIGHER LEVEL STAFF HIRING PROCESS ... 43
3.8 CONTRACTOR STAFF CREDENTIALS ... 44
3.9 CONTRACTOR STAFF SCREENING PROCESS ... 45
3.10 CONTRACTOR STAFF ORIENTATION AND TRAINING ... 46
3.11 CONTRACTOR STAFF TIME REPORTING ... 50
3.12 CONTRACTOR STAFF INSTITUTIONAL ACCESS/SECURITY ... 51
3.13 CONTRACTOR STAFF DISCIPLINARY ACTIONS ... 51
3.14 CONTRACTOR USE OF TELEPHONES AND UTILITIES AND MINIMIZING WASTE ... 52
3.15 CONTRACTOR POLICIES AND PROCEDURES ... 52
3.16 SUBMISSION OF INMATE HEALTH CARE ACKNOWLEDGMENTS AND DELIVERY PLANS, PROCEDURES AND PROTOCOLS FOR FINALIZATION ... 54
3.17 SUFFICIENCY OF ON-SITE EMERGENCY CARE ... 56
3.18 PHYSICIAN ON CALL COVERAGE ... 56
3.19 WORK INITIATION CONFERENCES / CONTRACT KICK-OFF MEETINGS ... 56
3.20 REPORTS, MEETING AGENDAS AND MINUTES ... 57
3.21 EQUIPMENT AND SUPPLIES ... 58
3.22 AMBULANCE/TRANSPORTATION SERVICES ... 61
3.23 DISPENSARY SERVICES ... 62
3.24 INFIRMARY BEDS FOR SOMATIC HEALTH ... 63
3.25 INTAKE TRIAGE AND SCREENING ... 65
3.26 COMPLETE RECEPTION HEALTH EXAMINATION ... 68
3.27 PHYSICAL RE-EXAMINATION ... 70
3.28 SICK CALL ... 71
3.29 MEDICATION ... 73
3.30 CHRONIC CARE CLINICS ... 77
3.31 TREATMENT OF ACUTE AND SUB-ACUTE CONDITIONS ... 78
3.32 EMERGENCY MEDICAL CARE ... 79
3.33 INPATIENT HOSPITALIZATION ... 80
3.34 SPECIALTY CARE – GENERAL AND TELEMEDICINE ... 81
3.35 SPECIALTY CARE – VISION SERVICES ... 82
3.36 SPECIALTY CARE - AUDIOLOGY ... 83
3.37 SPECIALTY CARE – PHYSICAL THERAPY (PT) ... 84
3.38 SPECIALTY CARE – DIALYSIS SERVICES ... 84
3.39 SPECIALTY CARE – OBSTETRICS AND GYNECOLOGY ... 85
3.40 SPECIALTY CARE – TERMINALLY ILL PATIENTS ... 86
3.41 TRANSFER AND RELEASE ... 87
3.42 DIAGNOSTICS – LABORATORY ... 91
3.43 DIAGNOSTICS - RADIOLOGY ... 92
3.44 DIAGNOSTICS - ELECTROCARDIOGRAM ... 93
3.45 DIAGNOSTICS – TROPONIN ENZYME TEST ... 93
3.46 CONTRACTOR'S ROLE IN DELIVERY OF MENTAL HEALTH SERVICES ... 94

3.47 CONTRACTOR'S ROLE RELATIVE TO DENTAL CARE 94
3.48 PATIENT CARE CONFERENCES 95
3.49 INFECTION CONTROL 95
3.50 INVESTIGATION AND FOLLOW UP OF GRIEVANCES, ADMINISTRATIVE REMEDY PROCEDURES COMPLAINTS AND OTHER COMPLAINTS 100
3.51 EMERGENCY PREPAREDNESS 101
3.52 HAZARDOUS WASTE 102
3.53 RENOVATIONS OF ANY FACILITY SITES OR PORTIONS OF THOSE SITES 102
3.54 RESEARCH 102
3.55 CONTINUOUS QUALITY IMPROVEMENT (CQI) 102
3.56 PEER REVIEW 104
3.57 CONTRACTOR SAFETY AND SANITATION INSPECTION 105
3.58 RISK MANAGEMENT PROGRAM 105
3.59 MORTALITY REVIEW PROGRAM 107
3.60 PHARMACY AND THERAPEUTICS PROGRAM (P&T) COMMITTEE 108
3.61 MEDICAL DIETS 109
3.62 INMATE HEALTH EDUCATION PROGRAM 109
3.63 SEXUAL ASSAULT PROGRAM 110
3.64 INMATE WORKER SCREENING PROGRAM 111
3.65 METHADONE PROGRAM 111
3.66 DETOXIFICATION UNIT 112
3.67 ELECTRONIC HEALTH RECORDS (EHR) 113
3.68 ELECTRONIC HEALTH RECORD (EHR) SYSTEM SERVICES MODULE 117
3.69 UTILIZATION REVIEW/UTILIZATION MANAGEMENT (UM) 120
3.70 UTILIZATION MANAGEMENT – REPORTING REQUIREMENTS 127
3.71 UTILIZATION MANAGEMENT – SPECIALTY PANEL BOARD 128
3.72 UTILIZATION MANAGEMENT – CQI 129
3.73 DATA AND REPORTS 130
3.74 FAILURE OF PERFORMANCE 134
3.75 PROBLEM ESCALATION PROCEDURE 134
3.76 SUBSTITUTION OF PERSONNEL 135
3.77 CONTRACT CLOSE-OUT AND TRANSITION 138
3.78 INSURANCE REQUIREMENTS 139

SECTION 4 - PROPOSAL FORMAT 141
4.1 TWO PART SUBMISSION 141
4.2 PROPOSALS 141
4.3 SUBMISSION 141
4.4 VOLUME I – TECHNICAL PROPOSAL 141
4.5 VOLUME II – FINANCIAL PROPOSAL 160

SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE 161
5.1 EVALUATION CRITERIA 161
5.2 TECHNICAL CRITERIA 161
5.3 FINANCIAL CRITERIA 161

5.4 RECIPROCAL PREFERENCE 161
5.5 SELECTION PROCEDURES – GENERAL SELECTION PROCESS 162
5.6 SELECTION PROCEDURES – SELECTION PROCESS SEQUENCE 162
5.7 SELECTION PROCEDURES 163

ATTACHMENTS 164
ATTACHMENT A CONTRACT 167
ATTACHMENT B BID/PROPOSAL AFFIDAVIT 183
ATTACHMENT C CONTRACT AFFIDAVIT 191
ATTACHMENT D MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS 192
ATTACHMENT E PRE-PROPOSAL CONFERENCE RESPONSE FORM 202
ATTACHMENT F-1: INSTRUCTIONS FOR COMPLETING FINANCIAL PROPOSAL F-2, F-3 AND F-4 203
ATTACHMENT F-2: FINANCIAL PROPOSAL FORM – INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES [DPSCS Q0012013] (50K CAP COST SHARING) 205
ATTACHMENT F-3: FINANCIAL PROPOSAL FORM – INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES [DPSCS Q0012013] (25K CAP COST SHARING) 206
ATTACHMENT F-4: FINANCIAL PROPOSAL FORM – INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES [DPSCS Q0012013] - THREE OPTIONAL SERVICES 207
ATTACHMENT G-1: DPSCS OVERVIEW / G-2: AVERAGE DAILY POPULATION 208
ATTACHMENT H-1: DUVALL VS O'MALLEY CONSENT DECREE / 209
H-2: DUVALL VS O'MALLEY CONSENT DECREE ANNOTATED 209
ATTACHMENT I-1 TO I-13, MEDICAL EQUIPMENT INVENTORY / CONDITION, MAY 2010 210
ATTACHMENT J – TRANSPORTATION COSTS 211
ATTACHMENT K – ANNUAL UTILIZATION SUMMARY DATA 212
ATTACHMENT L - COT/GAD X-10 CONTRACTOR ELECTRONIC FUNDS (EFT) 213
ATTACHMENT M – LIVING WAGE REQUIREMENTS 215
ATTACHMENT N – FACILITY-BY-FACILITY MEDICATION DISTRIBUTION METHOD REQUIREMENTS 219
ATTACHMENT O – DIALYSIS TREATMENT TRENDS 220
ATTACHMENT P – DOC ARP POLICY / DPDS ADULT HELP/GRIEVANCE 221
ATTACHMENT Q – SAMPLE STATE STAT 222
ATTACHMENT R – MEDICAL STAFFING MATRIX 223
ATTACHMENT S – RELEASE POLICY 224
ATTACHMENT T – INFECTION CONTROL REPORTING FORM 225
ATTACHMENT U – MEDICAID ELIGIBILITY FORMS 226
ATTACHMENT V – LIQUIDATED DAMAGES TABLE 227
ATTACHMENT W – IMMS POLICY 228
ATTACHMENT X – PROPOSED PHARMACY DELIVERY SCHEDULE 229
ATTACHMENT Y – SUICIDE PREVENTION PROGRAM MANUAL 230
ATTACHMENT Z – TELEMEDICINE / TELEPSYCHIATRY LOCATIONS 231
ATTACHMENT AA – SUMMARY OF REPORTS AND MEETINGS 232
ATTACHMENT BB - NBCI CLIA (TROPONIN) CERTIFICATION 233
ATTACHMENT CC – CONTRACT COMPLIANCE CHECKLIST 234
ATTACHMENT DD – THRESHOLD INC. - FY11 SIGNED CONTRACT 235
ATTACHMENT EE – RADIOLOGY DATA 236

ATTACHMENT FF – CPI MEDICAL SERVICES INDEX FY12 237
ATTACHMENT GG – SAMPLE METHADONE CERTIFICATES 238

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 medication taken twice a day.

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

1.2.12 "**Case Management**" (also called medical 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 Amendments to ensure quality laboratory testing.

1.2.17 "**Clinical Pharm D**" means an individual who has obtained a Doctorate of Pharmacy Degree and who practices in a clinical setting. A Clinical Pharm D provides direct-patient care by performing comprehensive clinical Assessments. 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 an adverse health event as an Assessment of the clinical care provided and the circumstances leading up to the event. The purpose of the clinical review is to identify 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. Accordingly, the duration of this first Contract Period may be for up to 18 months of paid Contract services. 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 Representative appointed by the Contractor who provides guidance, leadership, oversight and quality assurance for the daily management of the Contract's clinical functions at the various facility locations from the Contractor's perspective.

1.2.27 "**COWS**" means Clinical Opiate Withdrawal Scale; a tool used to evaluate the extent of withdrawal related to opiates (i.e., cocaine, etc.).

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 "**De-Compensation**" 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 representative 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 activities of the Contract and providing guidance to the Contractor and Department personnel concerning Contract compliance.

1.2.34 "**Department Medical Advisory Council**" means a group of clinicians who review any problematic areas which are brought to their attention concerning the delivery of Inmate healthcare. Council membership may include representatives from the Contractor (both Medical and Utilization Management) and representatives from Other Healthcare Contractors.

1.2.35 **Detainee**" means any individual held in Custody within any part of the Department's Division of Pre-Trial and Detention Services, 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, and emergency 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 a comprehensive, all inclusive record to include 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.

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 job category per SDA compared to the number of hours that would be provided each month if all positions in the Contractor's staffing plan were filled and all staff worked the number of hours indicated in the plan.

1.2.45 "**First Line Staff**" means direct care providers 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 providers 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 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 the coverage 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 first aid and/or CPR. 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 that work under the Contract is to begin as of a specified date. The start date listed in the NTP is the official start date of the Contract.

After Contract Commencement 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 the office within the Office of Treatment Services of the DPSCS responsible for the provision of Inmate health

services through a service system of Departmental Clinicians and other employees, Clinicians, Healthcare Professionals, subcontractors, specialists and consultants, etc. obtained under this Contract, or from Other Healthcare Contractors, 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 and related diagnostic procedures stemming from the inpatient hospitalization.

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 at the request of the DPSCS Medical Director.

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 a Correctional Officer receives in order to complete all tasks of an assigned post. Posts include 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 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 “**RHE**” means Reception Health Exam.

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. 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 specialty 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.

1.3 Contract Type

The Contract that results from this RFP shall be a combination of three 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 of Inmate census variations, as described in § 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. Another contract type component involves the possibility for the Contractor to receive additional Incentive payments as described in RFP § 3.69.1.2.3 and Contract § 4.8). (See COMAR 21.06.03.04.2); *and*

3. The final contract type component involves Firm Fixed Prices for the three Optional Services described in RFP § 3.3.4 and 4.5 and Attachment F-4). (See COMAR 21.06.03.02 A.(1))

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").

1.4.1.1 From the date of Contract Commencement through December 31, 2011, 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 January 1, 2012, or a later date contained in a Notice to Proceed issued by the Procurement Officer. No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the date it initiates the delivery of Contract services, on January 1, 2012, or later date as contained in a Notice to Proceed issued by the Procurement Officer.

1.4.2 As of January 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.

1.4.3 The duration of the Contract will be from the date of Contract Commencement through June 30, 2017.

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 **2:00 PM (local time) on Wednesday, September 7, 2011** in order to be considered. An electronic version (on CD) of the Technical Proposal in MS Word or Adobe PDF format must be enclosed with the original Technical Proposal. An electronic version (on CD) of the Financial Proposal in MS Word or Adobe PDF format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02(F) and 21.05.02.10, proposals received by the Procurement Officer after the due date, **September 7, 2011 at 2:00 PM (local time)** shall not be considered.

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

1.11 Duration of Offer

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

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments 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)**. In order to calculate this Offsite Secondary Care exclusion, with each monthly MBE report the Contractor shall separately identify all Offsite Secondary Care costs incurred for that reporting period. The Department reserves the right to require documentation of all such Offsite Secondary Care costs.

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

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

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

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

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

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**. For purposes of Section L of the Affidavit (Certification of Corporation Registration and Tax Payment), please note that any company incorporated outside of Maryland is considered a "foreign" company.

1.24 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C: Contract Affidavit** of this RFP. This Affidavit must be provided within five (5) business days after notification of proposed Contract award.

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 **$12.28** per hour in the Tier 1 Area and **$9.23** per hour in the Tier 2 Area **(effective September 27, 2010)** 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 Through March 31, 2012 the Department will not assess any of the liquidated damages described in Attachment V.

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 fifteen (15) days prior to July 1, 2015 and July 1, 2016 the State shall advise the Contractor of the permitted percentage adjustment for the Monthly Proposed Price. The adjustment shall be based on the change in the Consumer Price Index as described in paragraph B 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 under the following procedure:

1.34.2.1.1 At least thirty (30) calendar days prior to the contract anniversary date, the State's Contract Manager shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment to be applied for each service. 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 ("CPI-U"), 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 State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager in the same form as the "Financial Proposal Form" (Attachment F). The Contractor shall have the option of keeping existing prices or changing any price.

1.34.2.1.3 Reduction in the CPI-U may 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 for the most recent twelve (12) months beginning four (4) months prior to the month of the Contract.

1.34.2.1.5 The revised rate schedule shall be used for billing effective the first day of the month for the next annual period.

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 for each Module, as follows:

1.34.2.2.1.1 Area: Washington Baltimore, DC MD VA WV Consolidated Metropolitan Statistical Area, Medical Care Index, entitled "Consumer Price Index for All Urban Consumers (CPI U): Selected areas, by expenditure category and commodity and service group."

1.34.2.2.1.2 Series ID: CUURA311SAM.

1.34.2.2.2 In the event that the BLS discontinues the use of the index described in paragraph B (1), adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

1.34.2.3 It is the Contractor's responsibility to present such evidence at least ninety (90) calendar days prior to the Contract anniversary date.

1.34.2.4 The following example illustrates the computation of percent change:

CPI for current period	421.716
Less CPI for previous period	410.256
Equals index point change	11.450
Divided by previous period CPI	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 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Budget & Management (DBM) 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. §1.30 related to electronic funds transfer (EFT)) and subject to the exclusions noted in section E 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 1.17.5 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 DBM 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.

Remainder of Page Intentionally Left Blank

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.

Remainder of Page Intentionally Left Blank

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, or F-4 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.

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.

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 co-pays 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)

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 or in potential forensic issues. However, Contractor Clinicians and/or Healthcare Professionals shall participate in rendering care associated with extractions including, if applicable, treatment for exposure to chemical agents and removal of barbs associated with electronic weapons.

3.2.12 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 inappropriate, 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.

3.2.13 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.

3.3 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.

3.3.1.2 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 Attachments F-2 & F-3)

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, 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 and F-3 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 and F-3 for the third Contract Period (25,695) 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, as reported to the Secretary of the Department in the ordinary course of business. 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 and F-3) shall cover all Staff services, specialist care, hospitalization, diagnostic and laboratory services, supplies, equipment (except as noted in § 3.21.1.4), the cost of all offsite services including hospitalization, all overhead and administrative costs, and any other costs associated with the full provision of care 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 and § 3.3.2.6.2 the Department makes no representation that the number or cost of such Episodes (See § 1.2.42) during the term of the Contract will approximate these numbers. The Contractor must abide by its Financial Proposal prices from Price Forms F-2 or F-3, as

appropriate, regardless of the number of Episodes during the Contract term, or their total cost.

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

3.3.2.6.2 At the option of the Department the threshold for the 50%/50% Hospital-Based Inpatient Care cost sharing per Episode described in § 3.3.2.6.1 shall be lowered to $25,000. If this option is exercised by the Department all billings to the Department shall be based upon the separate $25,000 cost sharing section of the Financial Proposal Form (Attachment F-3). During the last State fiscal year (2010), the total number of Hospital-Based Inpatient Care Episodes exceeding $25,000 was 95 cases and the total dollar amount was about $7,100,000.

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.

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 Form F-4 for the Contract Period during which the NTE for the service is issued. e.g., if a NTE is issued on June 1, 2013, the 1st Contract Period fixed price will apply. For a NTE issued June 29, 2016, the 4th Contract Period price will apply.

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 the quoted firm, fixed price evenly amortized on a monthly basis over the remainder

of the Contract term. e.g., if an optional activity with a quoted price of $240,000 is implemented with 24 months remaining in the Contract term, the Contractor will be paid $10,000 per month for each of those 24 months.

3.3.5 **Final Contract Invoice**

The final invoice for all services performed under this Contract shall be submitted no more than 31 days after the Contract end date, or by July 31, 2017. At his/her option, the Department Contract Manager may withhold from 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.

The final invoice shall include the allowable 10% retention incentive amount for all Medical (Medicaid) Assistance eligibility reimbursements pursued and achieved under this Contract as described in § 3.69.1.2.3.

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 23 institutions and pre-release facilities. These 23 locations are separated for Contract management purposes into four service delivery areas:

- Western SDA
  - Comprised of:
    - two facilities outside of Cumberland
    - four facilities outside of Hagerstown: three Maintaining institutions and one Pre-Release Facility.
- Eastern SDA
  - Comprised of one two-compound institution (ECI), a Minimum Security facility (ECI-Annex) in Somerset County, and a Minimum Security/Pre-release Facility in Wicomico County.
- Jessup SDA
  - Comprised of seven facilities, including two Maintaining institutions for males, the Maintaining institution for females (MCIW), the Patuxent Institution, two Minimum Security facilities (one of which serves as the gateway to and from the Pre-release system), and a Pre-release Facility.
- Baltimore SDA
  - Comprised of three Maintaining institutions, one of which is the Reception and Diagnostic Center (MRDCC) and two Pre-release units. DPDS is also located within the Baltimore SDA.

3.5.1.2 DPDS is the local jail in Baltimore City, primarily for non-sentenced detainees. It is comprised of the Baltimore Central Booking and Intake Center (BCBIC), a women's detention center (WDC), and a men's detention center divided into two units: the main detention center (MDC) and the dormitories in the jail industries building (JI).

3.5.1.3 The Contractor shall screen all Inmates delivered to the BCBIC for the medical ability to withstand the booking process. The duty to provide medical care extends to all Inmates accepted for booking at BCBIC through commitment, as well as those committed to the Custody of the Division of Pre-trial Detention and Services, notwithstanding that count is based on only those committed. (See § 3.3.2.4)

3.5.1.4 The Contractor shall bear fiscal responsibility for any Inmate 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 250 of the 500 beds) currently occupies the Maryland Correctional Adjustment Center (MCAC) in Baltimore. All of these Inmates are present in short term status in conjunction with a court appearance at the Federal Court in Baltimore. This unit functions as a reception center for federal Inmates.

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

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

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 Contractors' staffing plan.

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 Contact modification executed by the Procurement Officer. The Contractor shall provide a revised staffing plan whenever there is a change in staffing. This revised staffing plan shall be provided to the DPSCS Contractor Manager within 10 days of the approval by the DPSCS Contractor Manager of the change.

3.6.1.2 The Contractor shall maintain a minimum 96% Fill Rate for each of the clinical positions listed in Attachment R in accordance with its current staffing plan, the Specialist Staffing Positions noted in the CCC (See Attachment CC), and any other positions identified in the Contractor's staffing plan. The 96% Fill Rate will be calculated by SDA and title (e.g. Physician, PA, CRNP, RN, etc.) based on the total number of hours provided per month versus the aggregate number of hours contained in the current staffing plan. As described in §1.33 and Attachment V, Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for any or all positions listed in Attachment R, both Department-wide and, if applicable, by SDA. i.e., even if the Contractor achieves a 96% staffing level Department-wide for a given month for a given position, if less than a 96% staffing level is obtained in that same month in any SDA Liquidated Damages will be assessed.

3.6.1.3 If a Clinician or RN vacancy exists for more than 30 days the Contractor shall engage per diem personnel until such time as the position is filled. If 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.

In the event any other Staff vacany(ies) or an unscheduled absence (i.e. Staff sickness) persists for more than 24 hours, the Contractor shall be responsible for filling the vacancy or absence on a permanent or temporary basis.

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 Contractors' organization chart.

3.6.3.1 The Contractor shall have a Statewide Medical Director and Statewide DON. These Statewide positions shall be strategically placed organizationally to properly oversee the total delivery of Inmate healthcare services required by this RFP. Facility medical staff, including Clinicians, shall report to a Contractor facility Medical Director who in turn shall report to the Contractor Statewide Medical Director. Similarly, Healthcare Professionals and other Staff, including nurses, clerks, schedulers, and other Staff necessary to perform daily functions of Inmate healthcare and health problem prevention, shall report to a Contractor facility DON who in turn shall report to the Contractor Statewide DON for all clinical related activities. The management structure indicated on the organization chart shall constitute a critical component of the staffing pattern for which the Contractor is obligated. (See Attachment R and the Specialist Staffing Positions in Attachment CC (the CCC)).

The Contractor shall provide a revised organizational chart whenever there is a change in staff organization. This revised organizational chart shall be provided to the DPSCS Contractor Manager within 10 days of approval by the DPSCS Contract Manager of the change.

3.6.3.2 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 facility 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.

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. (See § 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 Mananger, to Contractor Staff and State employees (i.e., allows for ACOMs to enter in schedule change approvals, State 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, for selected fields, such as schedule change approvals, appropriate State personnel shall be able to directly make appropriate entries into the system.

3.7 Contractor Higher Level Staff Hiring Process

3.7.1 Statewide and Regional Supervisory Hiring

The Contractor may **not** hire statewide and regional managers or statewide and regional medical directors without the approval of the DPSCS Contract Manager and

DPSCS Medical Director, or statewide and regional nursing directors without the approval of the DPSCS Contract Manager and DPSCS Director of Nursing.

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

3.7.2 **Service Area and Facility Supervisory Hiring**

The Contractor may **not** hire Area Directors of Nursing and facility supervisors/managers of nursing for their Service Delivery Areas without the approval of the DPSCS Contract Manager, DPSCS Medical Director and Area Contract Operations Managers.

3.7.3 **Personnel Ongoing Performance**

The DPSCS Contract Manager or DPSCS Medical 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 Contract Manager to replace Staff originally hired in a key position under the contract, the Contractor may request approval from the DPSCS Contract Manager to keep that Staff person employed under the contract, but placed in a lower level position. The DPSCS Contract Manager 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 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 Contractor shall obtain and retain documentation regarding the employment screening of all potential employees including those of subcontractors. 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 may require 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.

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 following a program of study approved by the Department DON that has been in place for no less than one calendar month. The individuals providing the mentoring shall be the same individuals identified in the Contractor's Technical Proposal (See § 4.4, TAB H) or an approved substitute. Requests for substitutions for personnel identified in the Contractor's Technical Proposal shall be submitted to and approved in writing by the DPSCS Director of Nursing before such persons may perform mentoring services.

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 § 1.4.2), 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 Ensure that all Clinicians who treat persons with HIV disease attend an educational training at the Johns Hopkins Institutions at least once during the Contract duration; within ninety (90) days of Contract Commencement (See § 1.4) or within ninety (90) days of the Clinicians being hired.

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 Healthare Contractors' and sub-Contractor's staff to attend its 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 Contract Manager.

(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.

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 January 1, 2012, the individual may not enter a Department facility and perform any Contract related duty until the individual has attended the required security orientation and training.

3.10.3.2 Refresher training each year within 30 days before or after the anniversary date of the initial training.

3.10.4 Document in 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 to the Department Contract Manager upon request, within 5 working days.

3.11 Contractor Staff Time Reporting

3.11.1 No less 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 with a data feed 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, by profession, as a total number of hours worked/services provided. See Attachment R and the Specialist Staffing Positions section of the CCC.

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, any Department employees it supervises, 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 Contract Manager electronically no less than forty (40) days after Contract Commencement. The DPSCS Contract Manager shall have up to ten (10) days to review the manuals and provide comments. The Contractor shall notify the DPSCS Contract Manager, within five (5) days of receipt of the comments, that the Final Policies and Procedures manuals 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 these comprehensive Policy and Procedure Manuals.

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. The initial policy/procedure review shall occur by the anniversary date of the actual delivery of paid healthcare services to Inmates.

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 Contract Manager. However, the DPSCS Contract Manager'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 § 1.4.2) 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 over five-year 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.

(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 ortho splinting, performing electrocardiogram tests and interpreting results, taking x-rays and interpreting results, chemotherapy 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. On-call physicians shall document all encounters, including onsite, remote and after hours consultations in the EHR within 12 hours of all calls.

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 Immediately upon 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**

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 15th of the month following the end of the year. If the 15th 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 CQI meetings.

Proposed meeting agendas shall be submitted to the DPSCS Contract Manager 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 any member of the Department. A written copy of the minutes/notes shall be submitted to the DPSCS Contract Manager within five (5) days of the meeting. The DPSCS Contract Manager 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 Contract Manager and DPSCS Medical Director, within two (2) business days of receipt of the comments. All final approved minutes shall be maintained in an electronic file, accessible by the Department.

3.21 Equipment and Supplies

3.21.1 Except as described in § 3.21.1.4, 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.

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 1.4.2):

- 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 Department Contract Manager.

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.

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; and, 2. excluding the cost of any necessary training on the equipment, warranty, maintenance or licensing costs, or the cost of supplies. 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 activities of daily living cannot be met. All durable Medical Equipment, including but not limited to prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheel chairs shall be ordered within 7 days of recommendation and unless written notification of unavailability is provided by the manufacturer, will be provided to the Inmate within thirty days of being ordered. 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 Customized wheelchairs will be given to Inmates upon 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.

3.21.5 The Contractor shall be responsible for maintaining a perpetual equipment inventory and adhering to State regulations relating to inventory. The perpetual equipment inventory shall include barcode scanners and any other office equipment and supplies utilized by the Other Healthcare Contractors. In the event a piece of equipment cannot be located during inventory, the Department shall have the right to assess actual damages for the replacement of the missing piece of equipment.

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 inventory and shall place State inventory numbers on the equipment consistent with the DGS Inventory Control Manual.

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.

3.21.5.5 The Contractor shall develop and maintain a current database of all equipment in use or obtained through future purchases and log the maintenance and repair of that equipment on that 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.

3.21.5.6.2 A complete physical inventory report 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, 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.

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.

3.21.6.1 First Aid Kits needing repair are to be brought to the attention of the ACOM.

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 The Contractor shall procure and coordinate transportation by ambulance, Medivac helicopter, or any other means necessary and appropriate for any Inmate whom the Department cannot safely transport because of the Inmate's physical condition or emergent psychological medical situation. (A history of transportation costs is provided on Attachment J.)

3.22.1.1 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 condition. The Department may then require that the Contractor assume responsibility for transportation. Any such ambulance transportation cost is the responsibility of the Contractor.

3.22.1.2 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.

3.22.2 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 expense of the Contractor if special transportation arrangements are required as a result of the Inmate's medical condition. (See Attachment J-5). The Contractor shall pay transportation costs up to $315,000 per Contract Period ($472,500 for the first Contract Period), with an allowable escalation of 10% per year for the 2nd through 5th Contract Periods (years).

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 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 28 locations, or in any location that may be designated during the term of this Contract. Dispensary 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 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 Dispensary Services 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 Dispensary Services 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 22 bed medical infirmary at JCI for male Inmates from the Jessup region and a six bed infirmary for male Inmates of JCI

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.

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.

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 timely ordered from the Pharmacy Contractor and administered promptly upon 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 provided if the drug is in the interim supply 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 or 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 as a part of the reception process.

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, to include a hearing test, 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 in any institution without being processed at MRDCC.) Once IMMS or Intake medical examination has been completed, this examination shall be repeated when the Inmate moves to a Maintaining Facility, including MRDCC.

3.25.9 All required information and education, including documentation, shall be provided to Inmates 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 Inmate arrival. Clinicians must complete IMMS screenings within this two hours of Inmate 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 § 1.4.2). 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.

3.25.11.2 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 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.

3.26 Complete Reception Health Examination

GENERAL

3.26.1 The Clinician shall conduct a complete Reception Health Examination (RHE) to include a hearing test (See § 3.36.2) on all Inmates, including parole violators and escapees upon Admission.

3.26.1.1 The RHE examination 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 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 RHE 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 Health Examination process shall be entered into the patient health record Immediately.

3.26.1.3 The RHE 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 completion of a disabilities template in the EHR that 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 by April 1, 2012.

TB / HIV / STD

3.26.2 The RHE shall include relevant diagnostic testing. At a minimum, the diagnostic testing shall include pregnancy screening, RPR, and HIV swabbing (unless the Inmate denies consent). All diagnostic testing shall be completed per Department policy and procedure. Diagnostic testing results shall be shared with the Inmate within seven days of the 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.

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).

3.26.2.1.1 The Contractor shall initiate TB clearance 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. This report shall be submitted monthly to the Department Medical Director 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.

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 counseling and education and offered the 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 for a health care facility 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 testing shall be completed with consent, unless court ordered; excluding the exception cited in § 3.63.1.1.2. In the event of a court ordered test, the Contractor may locate and reimburse a sub-Contractor for this service. The Contractor shall assume the cost of such a sub-contract. (See COMAR 18.338 and 18.338.1).

3.27 Physical Re-Examination

3.27.1 In accordance with the schedule set forth in the Department Manual of Policies and Procedures, each Inmate shall receive physical re-evaluations 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;
- over 50 – 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, Medical Director and Director of Nursing 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 timely 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 treated accordingly. Immediate referral to a Clinician on-site or on-call shall occur unless access to care is available timely through referral to a sick call clinic on the same day. 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. Sick call slips are normally submitted Monday through Friday, but 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), for no less than seven hours per day. 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.

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, regardless of whether the clinic remains open beyond the seven hour period. 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 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 Department DON. 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 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. The examination and treatment, if necessary, shall be performed when and where appropriate.

3.28.6.2 Special Confinement Area rounds documentation 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.

3.29 Medication

3.29.1 The Final medication continuation plan submitted in response to 4.4 Tab D § 1.17 shall be formalized as the Contractors' medication continuation plan.

3.29.1.1 The Contractor shall implement a process for utilizing written prescriptions upon award 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 order; and

d. Establishes a phone number for pharmacy questions only that can be included on the written prescription.

3.29.2 The Contractor is responsible for:

(1). Establishing procedures approved by the DPSCS Contract Manager directing the Mental Health and Dental Services Contractors to submit orders, requests and prescriptions for medication(s) fulfillment by the Pharmacy Contractor, and delivery and dispensing by the Contractor, excluding Inpatient Mental Health Unit (IMHU) and Special Needs Units. (See Attachment N).

(2). Ordering all medications from the Pharmacy Contractor on behalf of Staff from all Clinicians regardless of discipline, and on behalf of all specialists seeing Inmates either on or offsite, except during inpatient stays;

(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); (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; (See § 3.29.5)

(9). Administering medications timely and in the appropriate manner in accordance with written orders for Watch Take medications from Clinicians;

(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 Director of Nursing and the Pharmacy Contractor;

(14). Ensuring that non-narcotic drugs are stored in a medication room 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, 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.

<u>Medication Administration</u>

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 Clinicians and Healthcare Professionals shall order first dose medications during the Intake and IMMS processes and administer the first dose of all newly prescribed medications within 2 hours after receipt, unless immediate administration is deemed medically required (i.e., receiving screening). However, 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), all medication ordered by and delivered to the Contractor shall be dispensed within 2 hours after receipt of medication. Stock medication shall be used to initiate therapy if the ordered medication is a "stock" medication. There should be no delays in medication administration beyond 8 hours after receipt of a drug at any time.

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 within 24 hours of Intake screening.

3.29.3.2 Medications will be administered in accordance with written orders on a timed schedule allowing for no more than a two-hour window for dispensing (i.e., up to one hour before or one hour after the stated times).

3.29.3.3 The Contractor's Healthcare Professionals or Clinicians shall record the actual time of medication(s) administration on a Department approved record. Medications not given are to be recorded according to 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 distribution/administration will be conducted by LPN's or higher level of licensed personnel, and will have direct oversight by a registered nurse or higher.

3.29.3.5 No change in the format for medication administration will be permitted without the written permission of the DPSCS Medical Director 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:

(1). The Clinician has determined that KOP was appropriate by evaluation and evidenced that determination in writing;

(2). The medication has been approved as KOP by the DPSCS Medical Director in collaboration with the Pharmacy Contractor;

(3). The Inmate has been educated on the process of taking his or her medication and how to get refills;

(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 prescription 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 timely processed to prevent interruption.

3.29.4.2 Chronic care appointments shall be scheduled and held to ensure that there is no interruption in the availability of medication for want of Clinician action.

3.29.4.3 Refills shall NOT be processed prematurely based on expiration of time when the Inmate has medication remaining due to missed dosages.

3.29.4.4 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 Contract Manager, Contractor, Mental Health Contractor and Pharmacy Contractor.

3.29.5.1 Stock medication shall be used in response to "STAT" orders, newly ordered medication for an Inmate that 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 in the e-MAR 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. Nurses are permitted to document medication as given by the Clinician, but the note accompanying such documentation should reflect the date, time and name of the person actually dispensing.

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 shall be followed. Any appeals will be reviewed by the Department Medical Director and the Contractor's Statewide Medical Director. Decisions of the Department Medical Director shall be final.

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 De-Compensation 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, infectious diseases (MRSA, HIV/AIDS, TB, hepatitis A, B & C, RPR, STDs), 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. (See also § 3.73.1.4.4.1).

3.30.1.3 A chronic care clinic shall be established for ophthalmology / optometry to cover each institution without undue wait or excessive need for transport. A data tracking system shall be maintained (currently processed via MS Excel) for monitoring glaucoma and diabetic retinopathy 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.

3.30.1.5 The Contractor shall follow 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.

3.30.2 The Contractor shall refer in writing or by electronic tasking via EHR to the Mental Health 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.

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 somatic 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 these new treatment or testing services into the chronic care regimen of appropriate Inmates.

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 are unmanageable in the general population, in infirmaries designated by the Department, unless the condition is determined to be unmanageable within the scope of the skill and equipment of a DPSCS Infirmary. In that event, outside hospitalization is medically indicated, and 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 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 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 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 clinically indicated by a Clinician or Registered Nurse, the individual will be transported to a local hospital emergency department. 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. 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 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. This report shall be submitted quarterly as part of the Contractor's Security Incidents Report identified in Attachment AA-1 as Security 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 weekly, including emergency carts and AED's per DPSCS guidelines and manufacturer's recommendations.

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

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 timely manner when medically indicated. The Contractor shall also refer Inmates for subspecialty services as 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 Contractor's mandated 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 procedures.

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 Nursing and Line 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, notifications of 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 specialty Clinicians have appropriate board certification(s) and malpractice insurance coverage so as to be able to render on-site care when medically appropriate.

Telemedicine

3.34.6 The Contractor shall continue maintaining the Department's Hepatitis Tele-Medical program in all aspects as required by the Department's Infectious Disease Manual.

3.34.7 Telemedicine services shall be used when medically indicated if onsite services are not available. (See Attachment Z)

3.34.7.1 Telemedicine specialty care shall be available within the first 6 months of the award of the Contract for Cardiac, Wound Care, 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 location 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; and
(6). Participants (medical staff) in the process

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-4). If elected for implementation by the Department, the Contractor shall implement the enhancements within sixty (60) days of receiving a NTP. The enhanced Telemedicine shall include additional Telemedicine units as well as peripherals (e.g. to include enhanced imaging cameras, EKGs, blood pressure cuffs, optical examination instruments, etc.).

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 nursing 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 following exceptions:

3.35.2.1 Inmates 50 years of age or older, or persons with a confirmed diagnosis of Diabetes 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 or its subcontractor 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 Eyeglasses will be provided as prescribed as a part of the vision testing at a frequency of no greater than every other year.

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 is provided or allowed to use contact lenses, 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 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.

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 Intake facilities (BCBIC, MRDCC, MCI-

W) using the Department's equipment purchased for this testing. Results shall be documented in the EHR. (See also § 3.25.8 and § 3.26.1)

3.36.3 The Contractor 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.

3.37 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 A 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 obstetric 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 the time limits set by policy and procedure. The Contractor shall have a Clinician assess and appropriately treat any pregnant Inmate admitted with a History of opiate use.

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 consistent with Department policy and guidelines. Prenatal care includes but is not limited to:

(1). Medical examinations
(2). Laboratory and diagnostic tests (including offering HIV testing and prophylaxis when indicated)
(3). Advice on appropriate levels of activity, safety precautions, nutritional guidance, and counseling

3.39.2.3 In the event of any indication of difficulty or complications of the pregnancy, the Inmate will be taken to UMMS 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.

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 § 1.4.2), or by April 1, 2012, whichever date is later. 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 (1st) trimester terminations of pregnancy, hepatitis, and alcohol and drug abuse. The video 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 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.

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 updated no less than weekly 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.

3.41.2.5 Clinicians receiving the Inmate shall review the transfer form at the Inmate's Assessment at his or her new location. This shall require a face-to-face visit with the Inmate to assure there have been no changes and/or that the Assessment is complete and accurate. If there are no changes since the time of the transfer, the Clinician may make documentation in the Inmate's EHR to that effect. If health

changes are seen that differ from the sending facility's Assessment, the Clinician shall document those changes in the Inmate EHR.

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

3.41.2.7 For Inmates who have had an Intake review within the last 12 months there is no need to repeat this review unless otherwise medically indicated. A Clinician will at a minimum review a Intake physical exam that was completed within the last 12 months. However, even if an Intake physical exam was completed within the last 12 months, 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, therefore, the Clinician is obligated to provide Immediate hospital review or treatment, as needed.

3.41.3 The Contractor shall utilize a Continuity of Care Form (hardcopy) consistent with Department Policy and Procedure in conjunction with Inmate release. This form was initiated at Intake and maintained throughout the Inmate's stay.

3.41.3.1 The Contractor shall prepare for releases from the time of Admission to the system by updating the Continuity of Care Form (hardcopy) upon initial Assessment of the Inmate to a facility.

3.41.3.2 At the time of release, the Continuity of Care form should be completed, signed by the Inmate, and provided to the Inmate to take, or to the Release Officer or be taken with him or her to a new destination, whichever is appropriate and in adherence with DPSCS discharge procedures at a given facility, with a copy remaining in the hard copy chart.

3.41.3.3 The Contractor shall provide Inmates who have chronic medical conditions being released to the community either: a total 30-day supply of each current medication; or, if a 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, as well as a prescription for continued medication, with the following exceptions:

(1). Inmates taking drugs as Tuberculosis therapy, who 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 necessary to complete the treatment cycle shall be dispensed.

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 planning staff that consists of nurses with discharge 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 planners, at a minimum the Contractor shall employ a full time Discharge Coordinator to supervise all discharge planners.

3.41.4.1 There shall be one discharge release planning nurse in each of the Hagerstown, Cumberland and Eastern SDAs, 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 approved in writing by the DPSCS Contract Manager prior to implementation.

3.41.5 Responsibilities of the discharge planning nurses 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;

(3). Verifying release dates reflected in EHR for Inmates 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 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 using the Continuity of Care template in the EHR for the patient to take to his/her community medical care provider. This form shall be attached to the medical clearance form that is transmitted to Case Management.

(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.

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, with searchable, read-only access by the DPSCS Contract Manager, made accessible via secure (password protected) internet or LAN connection.

3.41.5.2 Working through the Department Contract Manager, the Contractor will coordinate with DPSCS information technology personnel to create a Continuity of Care template by April 1, 2012, or within 90 days of the Go Live Date (See § 1.4.2), whichever is later.

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 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).

The Contractor shall fully implement the portion of its Technical Proposal, as may be revised in accordance with § 3.16, relating to assuring that discharged Inmates 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.

3.42 Diagnostics – Laboratory

3.42.1 All laboratory and related costs including the interface with the Electronic Health Record are the responsibility of the Contractor.

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. These services shall be available daily at any intake facility and five days per week at all other institutions. 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.

3.42.3 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 potential pregnant women.

3.42.3.1 Laboratory services shall include a secure printer to receive test results, provisions for stat services, daily pick up of specimens and delivery of reports.

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. The Contractor shall ensure that all STAT laboratory results shall be received within four hours of the draw, 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 location 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 abnormal laboratory results shall be brought to the attention of the Clinician the same day the results are received, or within four (4) hours, whichever timeframe is greater. Upon receipt, the Clinician shall review and make a notation in the EHR regarding those abnormal results and the plan for care subsequent to the abnormal results. Inmates shall be scheduled to review abnormal lab results with a Clinician within ten (10) working days of receipt of the results.

3.42.6 All 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).

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 Director of Nursing 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 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 sixty (60) days of receiving 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.

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 Contract Commencement 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 NBCI CLIA (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.

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;
(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 medical clearance Immediately to permit an Inmate to be transferred from a Maintaining institution to a IMHU or a Special Needs Unit regardless of shift;
(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 medical examination and consultation of 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 a IMHU or a Special Needs Unit and document all care provided in the EHR no less than once a day until stable, then no less than twice a week.
(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 no later than as soon as the Inmate is stabilized if it occurs during the dentist's time in a facility, or by the start of the shift of the next day when a dentist is present.

B. Elective Inpatient & Outpatient Procedures

3.47.3 The Contractor will be responsible for all elective 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) noted to be out of the ordinary, 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.

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.

3.49.2 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 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.

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 monthly 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, and Regional Directors of Nursing, the Pharmacy Contractor's Statewide Director, 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 Line 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 and infection, and any other infectious disease patients in need of specialty consultation and subsequent treatment, monitoring and tracking throughout the DPSCS system. 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 Medical Director 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 Infection Control Nurses 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 HIV testing program.
(6). Establishment of an effective process for the discharge of HIV Inmates to the community that connects such Inmates to Ryan White grantees.
(7). Audits related to infection control.
(8). Providing individual Inmate education as medically indicated.

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 report shall be submitted monthly to the DPSCS DON. 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 Nurses 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. 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 age/disease appropriate to include but not be limited to:

- Flu, chicken pox, hepatitis, and any other vaccine as medically necessary.
- Specifically administer hepatitis B vaccine to all facility Inmate workers.
- Hepatitis A and B immunizations to HIV and/or HCV infected Inmates as medically appropriate.
- Juveniles and pregnant Inmates should receive immunizations as clinically indicated.

3.49.3.7 Infection control staff shall Immediately document in the patient's EHR and enter the patient'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 testing to all Inmates at Reception. 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 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, the Contractor shall document the Inmate's refusal to be treated in accordance with the Department's protocol on management and treatment of Hepatitis 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 and DPSCS DON 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 Inmate Health 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, applicable ACOM or, if a Statewide issue, to the Department DON upon receipt to determine what response is required.

3.50.1.3 A copy of any response generated by the Department's Inmate Correspondence Coordinator and/or Contractor shall also be sent to the applicable ACOM or, if a Statewide issue, to the Department DON.

3.50.1.4 Any time a response is considered non-responsive, i.e., does not directly answer the question posed, it will be returned to the Contractor for re-investigation and more appropriate response.

3.50.1.5 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 case number,
- Region or Service Delivery Area,
- Subject (Medical Contractor)
- ARP date of receipt (DOR) from Inmate,
- ARP index date,
- Date ARP received from DPSCS or DOC ARP Coordinator,
- Date ARP sent to Contractor from Inmate Health 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 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.

3.51.3 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 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 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 DPSCS Contract Manager 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

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.

3.55 Continuous Quality Improvement (CQI)

3.55.1 The Contractor shall implement the CQI program and participate, as required by the Department Contract Manager and Department Medical Director, in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities.

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 and Director of Social Work;
(b). The Department's DON,
(c). A representative of the Contractor's Infection Control Staff,
(d). 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). An appropriate quality improvement program for subcontractors, which shall include, but not be limited to 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 shall be submitted to the DPSCS Director of Clinical Services.

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.

3.53.6.2.1 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.

3.58.2 The Contractor shall submit a quarterly report to the DPSCS Director of Nursing of all incidents/ accidents/ errors occurring or discovered by its staff. Reports will include the incident or event, the date it occurred, how it was discovered, any outcomes as a result of that event (good and/or bad), and what is being done to prevent re-occurrence. Incident reports shall not be considered as punitive or threatening and shall be used for education and CQI purposes. Monthly narratives, summations of audit findings or verbal reports will not be acceptable in lieu of a formal report. Identified in Attachment AA-1 as Quarterly Risk Management Report. Reportable events 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,
(7). Injuries occurring as a part of work accidents, such as, but not limited to medication error, needle sticks, missing documentation, staff falls, etc.
(8). Exposures to infectious diseases,
(9). Prophylaxis administration,
(10). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).

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. Identified in Attachment AA-1 as Risk Management Report.

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.

Violence Reduction Program

3.58.3 As part of its risk reduction activities the Contractor shall provide a violence reduction program. This program shall focus on: 1. inmate-on-inmate violence, both in the pre-trial population and the committed population; 2. avoidance of inmate 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 inmate on inmate violence. This population also has a significant incidence of inmates who attempt suicide or in some way inflict injury on themselves.

The committed population, while having a lower incidence of inmate-on-inmate violence, has many more actual occurrences of such violence due to the much larger number of committed inmates versus pre-trial ones.

Within 40 days of contract commencement the Contractor shall finalize the draft violence reduction program described in its final Technical Proposal 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 commencement of the provision of full services for inmates.

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 Mortalities Conferences) of medical records of deceased Inmates shall be completed within seventy-two (72) hours of the death. 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.

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, Regional DON, Regional Operations Manager and Regional Health Services Administrators. 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, 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 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. 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. 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 The Contractor shall submit Serious Incident Reports 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 entering or remaining 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.

3.65.1.1.2 Have as a medical option detoxification utilizing methadone, 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 methadone program and provide the appropriate methadone maintenance dosage 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 and required by law.

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.

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.

3.67.3.1.2 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.

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 located within 25 miles of DPSCS 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 the hardcopy Patient Health Records.

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 Develop and maintain a centralized work group that is responsible for real-time scanning of all hard copy paper records created and/or received that are not able to be generated from EHR.

3.67.3.1.8 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.

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

3.67.3.1.9.1 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.

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

3.67.3.1.9.3 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.

3.67.3.1.10 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.

3.67.3.1.11 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.

3.67.3.1.12 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)

3.67.3.1.13 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.

3.67.3.1.14 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 Contractor shall initiate contact with the State's lab (See § 3.42.3) within 30 days after Contract Commencement and on an ongoing basis provide documented efforts 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 documented efforts 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-4, Service 1), 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 Accepting and mapping a bar code scan of Inmate demographic information that automatically creates a new EHR for new Inmates, initiating an Inmate medical record search on key fields identified by the State so that new Inmates can be identified as having an existing medical record from a previous commitment, if any, and automatically making the existing Inmate medical record active whenever the record search successfully matches on an Inmate and merging the initial EHR created from the bar code scan into the Inmate's active EHR. When an Inmate is released, the 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 The Contractor shall submit with the Contractor's 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 items that "Can Be Enhanced to Full Capability." 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.

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 existing records, maintenance for the remaining duration of the Contract upon implementation and licenses.

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 COM and the Vendor, within thirty (30) days of contract award. If a certain condition is triggered, the escrow agent shall turn over the escrowed software to the COM 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 ceases to do business (whether by bankruptcy or insolvency); or (2) if the Contractor 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 COM, the COM shall have the right to modify the software without any restrictions, for the use of the COM.

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.

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-4, Service 1). 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 within 90-days of the NTP

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 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 Medical Director, 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 Medial 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.

3.69.1.2.2 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 Medical Assistance Coordinator who, as part of the Pre-Certification Process, shall review all Inmates for possible eligibility for Medical (Medicaid) Assistance Reimbursement eligibility. As an incentive for the Contractor to aggressively pursue Medical Assistance (Medicaid) eligibility and reimbursement in all potentially eligible circumstances, the Department will permit the Contractor to retain 10% of all such reimbursements (See also § 3.77.2.1 and Contract § 4. 8).

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 § 1.4.2). 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 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 local subdivision 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.

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) Panel which meets at the request of the Medical Director. 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 as requested by the DPSCS Medical Director 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 infectious diseases (MRSA, TB, Hepatitis A, B and C, HIV, influenza, etc.) seen throughout DPSCS facilities. This report shall be submitted to the DPSCS Medical Director 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 <u>CHRONIC CARE</u>

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

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.

3.73.1.5 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. 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.

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 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 Contract Manager.

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 "***Contract Manager***" means the Department Contract Manager previously identified in this solicitation, and/or a person designated in writing by the

Contract Manager or the Department or Department to act for the Contract Manager 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 Contract Manager's 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 Contract Manager 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 Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager, 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager, at the option of the Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager deems it necessary to remove the offending individual with less than 15 days' notice, the Contract Manager 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 Contract Manager, the Contract Manager 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 Contract Manager, or revise and resubmit the plan to the Contract Manager within 5 days, as directed in writing by the Contract Manager.

Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Manager 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 the final invoice to the Department is submitted within 31 days of the end of the Contract, and that any outstanding third party reimbursements (e.g., Medicaid) 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.

3.78 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.

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

  $10,000,000: General Aggregate Limit

  $2,000,000: Products/completed operations aggregate limit

  $1,000,000: Each Occurrence Limit

  $1,000,000: Personal and Advertising Injury Limits

  $50,000: Fire Damage Limit

  $5,000: Medical Expense

B. If recommended for award, within 10 business days the Contractor shall: (i) provide the State with current certificates of insurance that identify the State as an additional insured, and (ii) shall maintain and report such insurance annually to the Procurement Officer.

C. The certificate of insurance shall acknowledge a requirement for the insurer to provide 45 days notice to the Department in the event the Contractor's insurance will lapse due to non-payment of premiums, or will not be renewed by the insurer. In this event the Contractor must provide the Department Contract Manager with evidence of replacement insurance within 30 days. At no time may the Contractor provide services under this contract without appropriate insurance coverage.

Remainder of Page Intentionally Left Blank

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. 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 § 1.4.2 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 current clinical staffing plan for the Department in Attachment R. While it is the opinion of the Department that this clinical staffing plan is appropriate to perform the scope of work outlined in this RFP, the Offeror may propose a different clinical staffing plan.

B. If a clinical staffing plan is submitted that varies from the Department recommendation, the Offeror should 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 staffing plan using the same titles, location, and format as provided in Attachment R.

D. The 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 hourly pay rate shall be included, and it shall be described whether the position will primarily or exclusively work at a specifc work-site, and/or shift, or whether the position will have a Department wide focus.

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 the hourly rate expected to be paid by position as entered in 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, 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)

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 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 responsibilitities 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 to 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 award 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, including 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 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 D, 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 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, proposing a process for medication continuation utilizing written prescriptions to be implemented upon award of the contract.

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 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.

Also, 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.

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 the identification of the registered nurses who will be designated as professional nurse mentors. For each such identified mentor, provide the credentials and training which evidences the appropriateness of these persons to provide such mentoring. Also describe the expected protocol for the use of these mentors; i.e. 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 for implementation if such option is exercised by the Department, consistent with an implementation timeframe of 60 days, and
2. Required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.

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

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 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 planning nurses described in § 3.41.4 will possess. Fully describe the processes 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:

3. timeframe for implementation if such option is exercised by the Department, consistent with an implementation timeframe of 60 days, and
4. required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.

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

.

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 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 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-4, Service 1, versus those items that are not included within the F-4, Service 1 quoted price, but "Can Be Enhanced to Full Capability".

24/7 Help Desk support must specifically be included within the F-4, Service 1 quoted price. i.e., Help Desk support cannot be included as an additional, separately itemized price.

Any item that is not included within the F-4, Service 1 price should have the price to implement the item included as an enclosure with Attachment F-4. If the Department also elects to accept those items on the Chart described as "Can Be Enhanced to Full Capability", those items will be requested through a separate Notice to Proceed for the pricing contained in the F-4 enclosure. This F-4 enclosure can have different pricing per Contract Period.

Along with a description of the features of the Offeror's proposed new EHR, the Offeror's Technical Proposal submission should state:

1. The required timeframe for implementation of the new EHR from receipt of a NTE, not to exceed 90 days;
2. Required implementation efforts/cooperation by the Department, and/or Other Healthcare Contractors, to specifically include training requirements.

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 must be provided for all key personnel proposed for this project. Key personnel include: the UM Medical Director, statewide and regional managers, statewide and regional medical directors, statewide and regional nursing directors, Area Directors of Nursing and facility supervisors/managers of nursing for the Service Delivery Areas (SDAs).

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 T. 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 U. SUBCONTRACTORS

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

TAB V. 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 W. 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 Word of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Form must be submitted and completely filled in (no blanks or omissions).

4.5.2 Do not change or alter the form.

4.5.3 The Proposal Price Form is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

4.5.4 The total Proposal Price Form page is used to calculate the Contractor's EVALUATED PRICE PROPOSED (Attachment F).

4.5.5 Nothing shall be entered on, attached to, or referenced in the Proposal Price Form that alters or proposes conditions or contingencies on the proposal response.

4.5.6. The Offeror shall submit prices 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 § 1.3) to provide:

4.5.7.1 Enhanced Telemedicine capabilities, as described in § 3.34.7

4.5.7.2 A complete digital x-ray system, as described in § 3.43

4.5.7.3 A new Electronic Health Record system, as described in § 3.68.1.

Remainder of Page Intentionally Left Blank

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, including the number and type of personnel proposed, the skills and experience of such personnel, the proposed salary or hourly payment rates and described approaches to recruit, retain and train such personnel. For Key and other high level personnel Offerors identifying specific individuals with resumes, references, etc. will receive more consideration, assuming the identified personnel are judged acceptable, than Offerors that do not identify specific personnel, but only describe desired characteristics of such personnel for recruitment purposes.
- Offeror Experience and Capabilities.
- Economic Benefit Factors.

5.3 Financial Criteria

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

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business

preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures – General Selection Process

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

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

5.6 Selection Procedures – Selection Process Sequence

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

5.7 Selection Procedures

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

At the sole discretion of the Department this most advantageous Offeror determination will be made based either on Offerors' pricing with a $50,000 Hospital-Based Inpatient Care per Episode Cost Sharing Level (See § 3.3.2.6.1 and Form F-2), or Offerors' pricing with a $25,000 Hospital-Based Inpatient Care per Episode Cost Sharing Level (See § 3.3.2.6.2 and Form F-3).

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