MARYLAND
DEPARTMENT OF
BUDGET & MANAGEMENT

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Amendment #3
to
REQUEST FOR PROPOSALS (RFP)
DPSCS INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES
SOLICITATION NUMBER DPSCS Q0012013
OCTOBER 20, 2011

Ladies and Gentlemen:

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

1. Revise Section 1.2 (**Abbreviations and Definitions)** on pages 9 through 17, as follows:

1.2.10 "**BID**" means ~~medication taken~~ twice a day.

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.

1.2.16 "**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 **as they relate to medication needs**. In addition, a Clinical Pharm D collaborates with the integrated

healthcare team to provide quality patient care that advances the treatment or prevention of disease.

1.2.21 "**Continuous Quality Improvement (CQI)**" means a clinical review of a~~n adverse~~ health event as an ~~A~~**a**ssessment of the clinical care ~~provided and the circumstances leading up to the event~~. The ~~purpose of the~~ clinical review ~~is to~~ ~~identify~~ **identifies** areas of patient care or the Program's policies and procedures that can be improved.

1.2.26 "**Contractor's Statewide Medical Director**" means the ~~Representative~~ **physician** 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~~ **to** the Contractor's ~~perspective~~ **Clinicians**. **(See § 3.6.3.1)**

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

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

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

1.2.33 "**DPSCS** or **Department Contract Manager**" means the State representative, designated in Section 1.6, who is primarily responsible for managing the daily **administrative** activities of the Contract and providing guidance to the Contractor and Department personnel concerning Contract compliance **from an administrative point of view**.

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

1.2.35 **Detainee**" means any individual held in Custody within any part of the Department's Division of Pre-Trial and Detention Services **and/or the federal Detention center in Baltimore (MCAC) (See § 3.5.2)**, including individuals with a bedside commitment. (See § 3.5.1.4)

1.2.37 "**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 **and other patient** encounters may be rendered.

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

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

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

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

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

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

1.2.69 "**911 Event**" means an emergency medical situation that requires Immediate medical attention including **but not limited to** first aid and/or CPR **to prevent serious injury or death**. The Immediate response to any onset of serious illnesses or symptoms including any accidental injury involving staff, Inmates, visitors and any individual on the grounds of the facility.

1.2.70 "**NTP**" or "**Notice to Proceed**" means a written notice from the Procurement Officer **of the Go Live Date of the contract (See § 1.4.2).** ~~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~~ **the Go Live Date** additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date, or if the Department decides to exercise any of the optional services identified in this RFP.

1.2.73 "**Office of Programs and Services (OPS)**" means ~~the~~ **an** office within the Office of ~~Treatment Services~~ **the Secretary 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,~~ **and** having the authority to direct and enforce the specific requirements of the Contract.

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~~.

1.2.78 "**Post Order**" means specific instructions ~~a Correctional Officer~~ **Staff** receives in order to complete all tasks of an assigned post. Posts include **but are not limited to** infirmary, recreation areas, housing areas, educational areas, etc.

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

1.2.92 "**Special Needs Unit**" means a unit that has been exclusively established for mental health purposes **for Inmates who suffer from a mental disorder and can function within a general population setting. Currently, there are three Special Needs units; one Maximum Security Facility located at North Branch Correctional Institution, one Medium Security Facility located at Roxbury Correctional Institution and one Pre-Trial Facility located at BCDC**. The current units are identified in the column labeled "Pill Line at Mental Health Units" on Attachment N.

1.2.95 "**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.

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

1.2.101 "Business Days" means the official working days of the week to include Monday through Friday.

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

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

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

1.2.105 "INR" means International Normalized Ratio; a system established by the World Health Organization (WHO) and the International Committee on Thrombosis and Hemostasis for reporting the results of blood coagulation (clotting) tests. All results are standardized using the international sensitivity index for the particular thromboplastin reagent and instrument combination utilized to perform the test. (See § 3.73.1.4.6)

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

1.2.107 "Medication Administration Record (MAR)" means a document in the Inmate's permanent medical record that serves as a legal record of the medications administered to an Inmate at a facility by a Healthcare Professional.

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

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

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

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

3. Revise Section 1.29 (**Living Wage Requirements)** on page 26, as follows:

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**~~ **$12.49** per hour in the Tier 1 Area and ~~**$9.23**~~ **$9.39** per hour in the Tier 2 Area **(effective** ~~**September 27, 2010**~~ **September**

27, 2011) but subject to an annual adjustment [*increase or decrease*]. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a **Tier 1** contract.

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

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

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

4. Revise Section 1.35.1 (**Electronic Procurements Authorized)** on page 29, as follows:

1.35.1 ~~Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Budget & Management (DBM)~~ **The Department** may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

NOTE: Sections 1.35.2 through 1.35.6 are unchanged.

5. Revise Section 3.2 (**General Provisions and Other Requirements)** on pages 33 through 35, as follows:

3.2.12**.1** Throughout this RFP the Contractor and various Staff of the Contractor are identified as being required to do or not do various actions, meet various requirements, etc. Unless clearly ~~inappropriate~~ **not applicable**, specified requirements of the Contractor shall be construed to apply to its Staff, and specified requirements of various Staff shall be interchangeably construed to apply to the Contractor.

3.2.12.2 Any time a specific Department position is listed throughout the RFP (e.g. Contract Manager, Medical Director, Director of Nursing, etc.) such identification shall be construed to include a designee, which shall be identified in writing to the

Contractor by the person holding the position. Such written identification will typically occur via email.

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

6. Revise Section 3.3 (**Billing; Pricing for Optional Services)** on pages 36 through 39, as follows:

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~~ **26,098**) shall be used.

3.3.2.5 Except as described in § 3.3.2.6, the Contractor's Monthly Price from its financial proposal (Attachment F-2 and F-3) shall cover all Staff services, specialist care, hospitalization, diagnostic and laboratory services, supplies, equipment (except as noted in § 3.21.1.4), the cost of all offsite services including hospitalization, all overhead and administrative costs, and any other costs associated with the full provision of care**, including any fees associated with licenses, certifications required by entities such as but not limited to ACA, NCCHC, Board of Nursing, CLIA and the Maryland Department of Health and Mental Hygiene** as set forth within this RFP, regardless of whether any adjustment of this Price occurs due to the above described variation in the Inmate Average Daily Population. The cost of medications is not to be included in the Monthly Price.

7. Revise Section 3.3 (**Billing)** on pages 36 through 39, to add the following Section **3.3.6 Pro-Ration**:

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

In the event the Contract does not start on the first day of a month, the monthly payment due to the Contractor as taken from the price form will be prorated. The method to determine the appropriate prorated amount will be: divide the monthly amount by the number of days in the month in which the Contact starts to obtain a daily rate, rounded to the nearest cent. Multiply the resulting daily rate times the number of days in the month during which services will be provided.

As an example: If the Contract starts on January 5, 2012 instead of January 1, 2012, as anticipated, the payment to the Contractor for January would be calculated by dividing the Contractor's monthly rate by 31 to obtain a daily rate, and then multiplying this daily rate times 26. If the Contractor's monthly fixed fee to provide medical services is $200,000, this amount would be divided by 31 to yield a daily rate of $6,451.6129 which rounds to $6,451.61. This daily rate is then multiplied times 26 to yield a January fixed fee amount of $167,741.86.

8. Revise Section 3.5 (**Geographical & Inmate Status Scope of Responsibility)** on pages 39 through 41 to delete Section 3.5.1.1 (as stated in the RFP released July 8, 2011) in its entirety and replace the requirement for Section 3.5.1.1, as follows:

~~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.~~

3.5.1.1 As described more fully in Attachment G, DOC is comprised of approximately 27 institutions and pre-release facilities. These 27 locations are separated for Contract management purposes into four service delivery areas (i.e. Regions) in the following chart:

DOC	Facility Name	Region
BCBIC	Baltimore Central Booking and Intake Center	Baltimore
BCCC	Baltimore City Correctional Center	Baltimore
BCDC	Baltimore City Detention Center	Baltimore
BPRU	Baltimore Pre-Release Unit	Baltimore
CHDU	Central Home Detention Unit	Baltimore
CMCF	Central Maryland Correctional Facility (Formerly CLF)	Baltimore
JI	JI Building	Baltimore
MCAC	Maryland Correctional Adjustment Center	Baltimore
MRDCC	Maryland Reception, Diagnostic and Classification Center	Baltimore

MTC	Metropolitan Transition Center	Baltimore
SMPRU	Southern Maryland Pre-Release Unit	Baltimore
NBCI	North Branch Correctional Institution	Western (Cumberland)
WCI	Western Correctional Institution	Western (Cumberland)
ECI	Eastern Correctional Institution	Eastern
ECI-A	Eastern Correctional Institution Annex	Eastern
EPRU	Eastern Pre-Release Unit	Eastern
PHPRU	Poplar Hill Pre-Release Unit	Eastern
MCI-H	Maryland Correctional Institution - Hagerstown	Western (Hagerstown)
MCTC	Maryland Correctional Training Center	Western (Hagerstown)
RCI	Roxbury Correctional Institution	Western (Hagerstown)
BCF	Brockbridge Correctional Facility	Jessup
JCI	Jessup Correctional Institution	Jessup
JPRU	Jessup Pre-Release Unit	Jessup
JRI	Jessup Regional Hospital	Jessup
MCI-J	Maryland Correctional Institution - Jessup	Jessup
MCI-W	Maryland Correctional Institution for Women	Jessup
PATUXENT		
CMHC-J	Correctional Mental Health Center - Patuxent	Jessup

9. Revise various components of Section 3.5 (**Geographical & Inmate Status Scope of Responsibility)** on pages 39 through 41, as follows:

3.5.1.2 DPDS, ~~is~~ the local jail in Baltimore City, **is a Pre-Trial facility** primarily for non-sentenced detainees. It is comprised of the Baltimore Central Booking and Intake Center (BCBIC), **BCDC, comprised of** a women's detention center (WDC), and a men's detention center ~~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~~ **Arrestees** delivered to the BCBIC for the medical ability to withstand the booking process. The duty to provide medical care extends to all ~~Inmates~~ **Arrestees** accepted for booking at BCBIC through commitment, as well as those committed to the Custody of the Division of **Correction.** ~~Pre-trial Detention and Services, notwithstanding that~~ **The** count is based on only those committed. (See § 3.3.2.4)

3.5.1.4 The Contractor shall bear fiscal responsibility for any ~~Inmate~~ **Arrestee** committed to the Custody of the Division of Pre-trial Detention and Services through a bedside commitment process. A bedside commitment is one in which a commissioner determines that an Arrestee who is hospitalized should be incarcerated upon release from hospitalization and commits the Arrestee to the Division, notwithstanding that the

Arrestee has not yet been physically moved to the facility. The fiscal responsibility shall inure from the date of the commitment despite incurring the medical need outside of Custody and being turned over to the Division while in the hospital.

3.5.2 Maryland hosts a number of federal Inmates throughout its system. A concentration of federal Inmates (up to ~~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 **with an inpatient daily report** every time a federal Inmate has any inpatient Admission.

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

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

10. Revise various components of Section 3.6 (**Contractor Staffing and Management)** on pages 41 through 43, as follows:

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**

Medical Director and Regional ACOM for clinical review and if appropriate approval prior to submission to the DPSCS Contract Manager. If approved, the revised staffing plan shall be provided to the DPSCS Contractor Manager within 10 days of the **clinical** approval **for final disposition** ~~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 **DPSCS approved** 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 **the DPSCS approved staffing plan** ~~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~~ **Coverage of shifts due to** an unscheduled absence (i.e. Staff sickness) **are expected to be covered during that shift. If the vacancy is expected to** persist~~s~~ for more than ~~24~~ **72** hours, the Contractor shall be responsible for filling the vacancy or absence on a permanent or temporary basis. **As outlined in § 3.10.3.1, training for non-permanent employees of the Contractor or subcontractor(s) is not required.**

3.6.3.1 The Contractor shall have a Statewide Medical Director and Statewide DON**, which shall be separate and distinct from the Contractor's Contract Manager**. **(See § 12.25)** These Statewide positions shall be strategically placed organizationally to properly oversee the total delivery of Inmate healthcare services required by this RFP. Facility medical staff, including Clinicians, shall report to a Contractor ~~facility~~ **Regional** Medical Director who in turn shall report to the Contractor Statewide Medical Director. Similarly, Healthcare Professionals and other Staff, including nurses, clerks~~,~~ **and** schedulers~~, and other Staff~~ necessary to perform daily functions of Inmate healthcare and health problem prevention, shall report to a Contractor facility DON 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)).

NOTE: The remainder of § 3.6.3.1 is unchanged.

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

3.6.4 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~~ **ACOMs** shall be able to directly make appropriate entries into the system.

11. Revise various components of Section 3.7 (**Contractor Higher Level Staff Hiring Process**) on pages 43 through 44, as follows:

3.7.1 **Statewide and Regional Supervisory Hiring**

The Contractor may **not** hire **a** statewide **Contract Manager (See § 1.2.25) or** ~~and~~ regional managers, **if the Contractor proposes to use such positions, without the approval of the DPSCS Contract Manager,** or statewide and regional medical directors without the approval of the ~~DPSCS 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 **shall be provided a resume of the candidate, and** may require a meeting with the Contractor's Contract Manager to review the credentials and approve candidates for all statewide and regional managers, **if the Contractor proposes to use such positions,** statewide and regional medical directors, and statewide and regional nursing directors prior to the completion of the hiring process.

3.7.3 **Personnel Ongoing Performance**

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

3.7.3.1 In the event the Contractor is directed by the DPSCS ~~Contract~~ Manager**/Director (See § 3.7.3)** to replace Staff originally hired ~~in~~ **as** a Key **Personnel** ~~Position~~ **(See § 1.2.106)** under the contract, the Contractor may request approval from the **appropriate** DPSCS ~~Contract~~ Manager**/Director** to keep that Staff person employed under the contract, but placed in a lower level position. The DPSCS ~~Contract~~ Manager**/Director** will provide approval/disapproval of said request within 5 days.

12. Revise Section 3.8.2 (**Contractor Staff Credentials**) on page 45, as follows:

3.8.2 The Contractor shall implement the use of a web-based document management solution that provides storage, retrieval, reporting and auditing capabilities for all of the Contractor's staff credentials and in the form and format as required by the Department Contract Manager and with searchable, secure (password protected) read-only access by internet or LAN connection by **ACOMS and other** appropriate Department personnel. At a minimum, the system shall:

(1) Maintain current policies and procedures that define the credentialing;
(2) Maintain all credentialing related documents electronically and submit these via email or facsimile to the Department as directed;
(3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
  (a) Prior to the performance of any services under the Contract, and
  (b) Within one month after the renewal date of the credential.

13. Revise various components of Section 3.9 (**Contractor Staff Screening Process**) on pages 45 through 46, as follows:

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

(1) The employee's Social Security Number, date of birth, fingerprints and any other data which the Department ~~may~~ require**s** to conduct a criminal ~~H~~**h**istory check.

NOTE: The remainder of § 3.9(2) through § 3.9(4) is unchanged.

14. Revise various components of Section 3.10 (**Contractor Staff Orientation and Training**) on pages 46 through 49, as follows:

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 **completion of** a program of study **pre-**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.

3.10.1.4 **Beginning 120 days after the Go Live Date (See 1.4.2),** ~~E~~ensure that ~~all~~ **at least 2 designated** Clinicians **per SDA** who treat persons with HIV disease ~~attend~~ **have received** ~~an educational~~ **HIV Certification** training ~~at~~ **from** the Johns Hopkins Institutions. ~~at least once during the Contract duration; within ninety (90) one hundred twenty (120) days of Contract Commencement (See § 1.4) or within ninety (90) days of the Clinicians being hired~~.

3.10.1.6 Permit Department staff and Other Health**c**are Contractors' and sub-Contractor's staff to attend its Orientation and In-Service training as space allows.

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

(a).The Contractor's Staff must submit a written request to the DPSCS ~~Contract~~ Manager**/Director (see § 3.7.3), as appropriate**.

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

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

15. Revise various components of Section 3.15 (**Contractor Policies and Procedures**) on pages 52 through 54, as follows:

3.15.1.1 Draft Policies and Procedures manuals shall be submitted to the DPSCS ~~Contract Manager~~ **Medical Director and DPSCS Director of Nursing** electronically no less than ~~forty (40)~~ **thirty-five (35)** days after Contract Commencement. The DPSCS ~~Contract Manager~~ **Medical Director and DPSCS Director of Nursing** shall have up to ~~ten (10)~~ **fifteen (15)** days to review the manuals and provide comments. The Contractor shall notify the DPSCS ~~Contract Manager, within five (5)~~ **Medical Director and DPSCS Director of Nursing, within ten (10)** days of receipt of the comments, that the Final Policies and Procedures manuals **with the agreed upon corrections** are electronically available.

3.15.3 The Contractor shall ensure that its staff abides by ~~these comprehensive~~ **all approved** Policy and Procedure Manuals. **If there is any conflict between the Contractor's policies and those of the Department, the Department's Policy and Procedure Manuals shall prevail.**

3.15.5.1 The policy/procedure review and updates shall occur at least once in every twelve (12) month period **from the "Go Live Date" (See §1.4.2)**. The ~~initial~~ policy/procedure review shall occur by the anniversary date of the actual delivery of paid healthcare services to Inmates.

3.15.7 Disputes about conflicts between Department and Contractor policies and procedures will be considered by the DPSCS ~~Contract~~ Manager**/Director (See § 3.7.3)**. However, the DPSCS ~~Contract~~ Manager**/Director**'s decision on any matters of policy and/or procedure shall be considered final.

16. Revise Section 3.17 (**Sufficiency of On-site Emergency Care**) on page 56, as follows:

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~~ **orthopedic** splinting, performing electrocardiogram tests and interpreting results, taking x-rays and interpreting results, chemotherapy and other related services.

17. Revise Section 3.18.1 (**Physician on Call Coverage**) on page 56, as follows:

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

18. Revise various components of Section 3.20 (**Reports, Meeting Agendas and Minutes**) on pages 57 through 58, as follows:

3.20.2 **Meeting Agendas**

The Contractor shall be responsible for generating an agenda for all meetings, including but not limited to, committee meetings, statewide multi-Contractor meetings, regular Infectious Disease meetings (§ 3.49) and quarterly **statewide** CQI meetings.

Proposed meeting agendas shall be submitted to the **appropriate** DPSCS ~~Contract~~ Manager**/Director (See § 3.7.3)** and all applicable Department staff at least 10 days prior to each meeting. The Contractor shall make all reasonable efforts to accommodate changes (additions, deletions, substitutions, etc.) requested by Department staff. (See Attachment AA-2: Meetings)

3.20.3 **Minutes**

The Contractor shall be responsible for taking all minutes/notes during any meeting conducted with the DPSCS Contract Manager, DPSCS Medical Director or**, upon specific written request by the** DPSCS Manager**/Director or ACOM, for** any member of the Department. A written copy of the minutes/notes shall be submitted to the **appropriate** DPSCS ~~Contract~~ Manager**/Director (See § 3.7.3)** within five (5) days of the meeting. The DPSCS ~~Contract~~ Manager**/Director (See § 3.7.3)** shall have up to five (5) days to review the minutes/notes and provide comments. The Final Minutes/Notes of the meeting shall be submitted to the DPSCS ~~Contract~~ Manager**/Director (See § 3.7.3)**, within two (2) business days of receipt of the comments. All final approved minutes shall be maintained in an electronic file, **with searchable, secure (password protected) read-only access by designated Department personnel to all data.** ~~accessible by the Department~~.

19. Revise various components of Section 3.21 (**Equipment and Supplies**) on pages 58 through 61, as follows:

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

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

3.21.3 Prosthetic devices shall be provided when the health of the Inmate would be adversely affected without them, or **standard** activities of daily living cannot be met. **Prosthetic devices will not be provided for enhancement of extracurricular activities such as sports, but may be necessary if they would enhance the work experience for an Inmate.** All durable Medical Equipment **(DME)**, including but not limited to prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheel chairs shall be **submitted for approval to the Contractor's utilization management team (See § 3.69) and** ordered within 7 days of **approval** ~~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.

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

20. Revise Section 3.22 (**Ambulance/Transportation Services**) on pages 61 through 62, as follows:

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

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

~~3.22.1.1~~ **3.22.2.1** The DPSCS Medical Director, in his/her sole discretion, shall determine when the Department cannot provide adequate transportation for an Inmate because of the Inmate's medical **or mental health** condition. The Department may then require that the Contractor assume responsibility for transportation. Any such ambulance transportation cost is the responsibility of the Contractor.

~~3.22.1.2~~ **3.22.2.2** If the Department is invoiced by any municipal or governmental jurisdiction for ambulance or Medivac services in conjunction with any emergency response relating to the health of an Inmate, including trauma events, said invoice shall be the responsibility of the Contractor.

~~3.22.2~~ **3.22.3** 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~~ **3.22.4** The Contractor shall also make all necessary arrangements for ambulance transportation for 911 Events involving any person on Department premises that is not an Inmate. The Contractor shall not be responsible for the cost of any such transportation for non-Inmates. (See also § 3.32).

21. Revise various components of Section 3.23 (**Dispensary Services**) on pages 62 through 63, as follows:

3.23.1 The Contractor shall operate Dispensaries in the following ~~28~~ **29** locations, or in any location that may be designated during the term of this Contract. ~~Dispensary~~ ~~l~~**L**ocations at which physical therapy must be provided are noted.

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

22. Revise various components of Section 3.24 (**Infirmary Beds for Somatic Health**) on pages 63 through 65, as follows:

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~~ **6** bed medical infirmary at JCI for male Inmates from the Jessup region ~~and a six bed infirmary for male Inmates of JCI~~
A 21 bed infirmary at JRH (Jessup Regional Hospital) for male inmates of Jessup facilities

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

3.24.4 The Contractor shall be responsible for obtaining and maintaining licensure and certification for infirmary and isolation units as required. **A copy of all such licenses shall be provided to the DPSCS DON within 5 days of receipt of a new or renewed license or certification.**

23. Revise various components of Section 3.25 (**Intake Triage and Screening**) on pages 65 through 68, as follows:

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

3.25.3.2 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 **by the end of the shift during which the Intake occurred** from the Pharmacy Contractor and administered ~~promptly upon~~ **within twenty-four (24) hours following** receipt of the medication from the Pharmacy Contractor. (See § 3.25.3.3 and § 3.29.3.1)

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

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

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

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~~ **at** 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.~~ **The Inmate will be processed in accordance with the Intake process set forth in the Department's Manual of Policies and Procedures, Medical Intake Evaluation, Parts I and II.**

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

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~~ **Arrestee** arrival. Clinicians must

complete IMMS screenings within this two hours of ~~Inmate~~ **Arrestee** arrival timeframe.

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

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

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

24. Revise the heading for Section 3.26 from (**Complete Reception Health Examination**) to (**Complete Reception/Intake Examination**) and various components on pages 68 through 70, as follows:

GENERAL

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

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

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

3.26.1.3 The ~~RHE~~ **RIE** shall include an Assessment for physical disabilities and shall recommend appropriate accommodation, including but not limited to durable medical equipment and/or housing or dietary restrictions. Any restrictions on housing or diet shall be conveyed to Case Management through ~~completion~~ **a scanned copy** of **the completed** ~~a~~ ~~d~~**D**isabilities ~~template~~ **form 130NR** in the EHR**. In addition, a copy of this form** ~~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 ~~d~~**D**isabilities template by April 1, 2012.

TB / HIV / STD

3.26.2 The ~~RHE~~ **RIE** shall include relevant diagnostic testing. At a minimum, the diagnostic testing shall include pregnancy screening **(if not already done at Intake Part I)**, RPR, and HIV swabbing (unless the Inmate denies consent**, which shall be documented in the EHR**). All diagnostic testing shall be completed per Department policy and procedure. Diagnostic testing **with routine** results shall be shared with the Inmate within ~~seven days~~ **fourteen (14) Business Days (See § 1.2.101)** of ~~the~~ receipt of those results. **Diagnostic testing with critical results shall be shared with the Inmate within two (2) days of receipt of those results.** The results of the diagnostic testing must be documented in the EHR within forty-eight (48) hours of receipt of the results. **All refusals will be documented using the Department's refusal forms and witnessed.**

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

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

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

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

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

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

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

NOTE: Sections 3.26.2.3.1 through 3.26.3.2.4 are unchanged.

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

25. Revise the heading for Section 3.27 from (**Physical Re-Examination**) to (**Annual and Periodic Physical Examinations**) and various components on pages 70 through 71, as follows:

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

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.

26. Revise various components of Section 3.28 (**Sick Call**) on pages 71 through 73, as follows:

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

3.28.3 Those sick call slips asserting a medical complaint considered to be an emergency or time sensitive shall be ~~treated accordingly~~ **responded to Immediately**. 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. **The Contractor must collect sick call slips daily at any facility for which 24/7 staffing is provided. For facilities where the Contractor does not provide 24/7 staffing, sick call slips should be collected daily Monday through Friday, except for recognized State holidays. However, in no instance shall the Contractor fail to collect sick call slips for more than three days; i.e.** ~~S~~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**, however as per § 3.28.4.2 sick call shall be of such duration that all Inmates have been seen. All documentations of sick call clinic encounters shall be made the same day, which should include documentation of missed appointments, no-shows and refusals**.

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 **sick call** slips and referrals.

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

NOTE: The remainder of Section 3.28.5 is unchanged.

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~~ **Any resulting** examination and treatment~~, if necessary,~~ shall be ~~performed when and where appropriate~~ **referred to the Clinician for evaluation and treatment consistent with DPSCS sick call policy**.

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

(1). Include a disposition related to the Inmate's complaints and the name and title of the employee making the rounds;

(2). Note that visual and verbal contact did occur and include any observations resulting from that visual or verbal contact;

(3). Include a comment section that relates information on referrals for medical, mental heath, or dental needs described and the date that information is relayed to that specialty.

(4). Include all positives finding, i.e., complaints regarding medical needs.

(5). A log of all segregation rounds shall be maintained in a format approved by the DPSCS Director of Nursing that will include all persons during those rounds. Visits to Inmates without health complaints shall appear on this log but additional EHR documentation on these Inmates is unnecessary.

27. Revise various components of Section 3.29 (**Medication**) on pages 73 through 77, as follows:

3.29.1.1 The Contractor shall implement a process for utilizing written prescriptions ~~upon award~~ **as of the Go Live Date (See § 1.4.2)** 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 **centralized** phone number for **prescriber related** pharmacy questions only that ~~can~~ **must** be included on ~~the~~ **each** written prescription~~.~~**; and**

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

3.29.2 The Contractor is responsible for:

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

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

(8). Maintaining supplies of stock medications in cooperation with the Pharmacy Contractor **and as approved by the DPSCS Medical Director and DPSCS Director of Nursing**; (See § 3.29.5)

(9). Administering medications ~~timely~~ **as directed** and in the appropriate manner in accordance with ~~written orders for~~ **the Department's Pharmacy Manual regarding Medication Administration and** Watch Take medications ~~from Clinicians~~;

(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~~ **ACOM for that Service Delivery Area** and the Pharmacy Contractor;

(15). Ensuring that narcotic and methadone storage requirements (e.g., double locks, accurate counts with Custody and Contractor, **Federal Drug Enforcement Administration (**DEA**)** accepted forms of documentation for receipt and use of narcotics) are met. In addition, that proper logs are maintained and narcotics logs are updated for each dose administered **consistent with the requirements of the Maryland Board of Pharmacy, the Alcohol and Drug Administration of the Department of Health and**

Mental Hygiene, DEA and State and federal agencies governing their usage.

NOTE: Sections 3.29.2(3) through 3.29.2(7), 3.29.2(10) through 3.29.2(12) and 3.29.2(14) are unchanged.

Medication Administration

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

3.29.3.1.1 In any circumstance when the Contractor's Clinicians and Healthcare Professionals did not place medication orders in a timely manner, as described in § 3.29.3.1 above, the Contractor shall take all necessary means to obtain and administer the necessary medication ~~within 24 hours of Intake screening~~ **prior to the end of the 8 hour shift. If a Stat order is placed with the Pharmacy Contractor to compensate for a missed order, the Contractor shall be responsible for any fees incurred as a result of receiving that expedited delivery of medication**.

3.29.3.2 Medications will be administered in accordance with written orders **and consistent with the Department's Pharmacy Manual dosing schedules and the pill line schedule of the facility. Medications ordered shall be received twice daily for administration in the Pre-Trial Service Delivery Areas and within 24 hours for DOC and Patuxent facilities** ~~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 **Medication Administration Record (MAR). (See § 1.2.107), including e-MAR, when implemented** ~~record~~. Medications not given are to be ~~recorded~~ **documented** according to **Department** policy on that same record with a reason given for the non-delivery and an identification of the nurse not administering the medication.

3.29.3.4 Medication ~~distribution/~~administration will be conducted by LPN's or higher level of licensed personnel~~, and~~ **LPNs** will have direct oversight by a registered nurse or higher **who will be held accountable for the LPN's efficacy**.

3.29.3.5 No change in the format for medication administration will be permitted without the written permission of the DPSCS Medical Director**, DPSCS Director of Nursing and ACOM for the SDA** on behalf of the Office of Programs and Services. This includes but is not limited to:

(1). Changes in the location of where medications are dispensed.
(2). Verification processes relating to the electronic Medication Administration Record (e-MAR) ensuring that the right medication is dispensed to the right person.
(3). Watch Take medication (W/T) processes, also known as Direct Observation Therapy (DOT), to ensure that the Inmate/detainee be seen swallowing/injecting or applying the medication before moving to the next Inmate/detainee.

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

(1). The Clinician has determined that KOP was appropriate by evaluation and evidenced that determination in ~~writing~~ **the EHR**;
(2). The medication has been approved as KOP by the DPSCS Medical Director in collaboration with the **Statewide and/or Regional** Pharmacy **and Theraputics (P&T) Committees** ~~Contractor~~;
(3). The Inmate has been educated on the process of taking his or her medication and how to get refills **and provided a written copy of the signed agreement required to participate in KOP. The original of this agreement shall be placed in the Inmate's medical record**;

(4). The Inmate signs an acknowledgment of receipt of a specific number of pills/ointment/creams on a specific date; and
(5). The nurse or designee (as permitted by licensure) signs to acknowledge that the ~~prescription~~ **medication** was administered to the Inmate.

Chronic Condition Medication Review

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~~ **ordered per policy and** processed to prevent interruption.

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

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

Stock Medications

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

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

3.29.5.2 Use of stock medication will require:
(1). Documentation on the stock card as described by policy; and
(2). Documentation **on the MAR or** in the e-MAR **(when available)** that the medication was given from stock, that includes the time, date, Route, and initials of the nursing staff or Clinician administering the medication.

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

Non-Formulary Medications

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

28. Revise various components of Section 3.30 (**Chronic Care Clinics**) on pages 77 through 78, as follows:

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-C~~**Dec**ompensation and/or complications of diseases/conditions. Somatic health Chronic Care Clinics and individualized treatment plans developed through periodic outpatient evaluations minimize acute hospital care services and prevent misuse of primary care services.

3.30.1.1 Chronic care conditions include patients with chronic medical problems such as asthma, diabetes, epilepsy, hypertension, **cardiovascular and** infectious diseases (~~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 **and enrollees**. (See also § 3.73.1.4.4.1).

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

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

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

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

3.30.4 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**/suggested** treatment or testing services into the **approved** chronic care regimen ~~of appropriate Inmates~~ **after discussion with and review and approval by the DPSCS Medical Director**.

29. Revise various components of Section 3.31 (**Treatment of Acute and Sub-Acute Conditions**) on pages 78 through 79, as follows:

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~~ **can't be medically managed in a clinic or in an infirmary** designated by the Department~~, unless~~**. If** the condition is determined to ~~be unmanageable within~~ **exceed** the scope of the skill and**/or available** equipment of ~~a DPSCS Infirmary. In that event~~ **the Contractor's clinical and nursing staff**, outside hospitalization ~~is~~ **may be** medically indicated~~, and~~**. In these events,** the Contractor will give priority to hospitals with locked wards when in-patient care beyond emergency room service is indicated. (See also § 3.23 and § 3.24)

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

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

30. Revise various components of Section 3.32 (**Emergency Medical Care**) on pages 79 through 80, as follows:

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

3.32.2.2 911 Events shall be responded to as follows: If ~~clinically~~ indicated by a Clinician or ~~Registered Nurse, the individual will be transported~~ **in the event the emergency precludes prior notification to a Clinician without placing the life of the individual in jeopardy, a nurse may call 911 to alert the need to transport an individual** to a local hospital emergency department **for life threatening events**. The Contractor shall manage life-threatening emergencies by using the 911 emergency services established by MIEMSS. The Contractor's staff shall coordinate all emergency transfers with Custody. (See § 1.2.69 and § 3.22)

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

quarterly as part of the Contractor's ~~Security~~ **Serious** Incident~~s~~ Report (SIR) **described in § 3.58 and** identified in Attachment AA-1 as ~~Security~~ **Serious** Incident Report.

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

31. Revise various components of Section 3.33 (**Inpatient Hospitalization**) on pages 80 through 81, as follows:

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 **consistent with the Department's Utilization Management Manual** when medically indicated. ~~The Contractor shall also refer Inmates for subspecialty services as medically indicated.~~

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. **The Contractor shall abide by direction from the DPSCS Medical Director regarding identification of Inmates and Detainees housed in local or regional hospitals who may be eligible for transfer to a hospital with a locked ward. The ability to ensure a 10 inpatient census at Bon Secours Hospital shall be reviewed by the DPSCS Medical Director whose decision shall be final.**

32. Revise various components of Section 3.34 (**Specialty Care – General and Telemedicine**) on pages 81 through 82, as follows:

General

3.34.3 ~~Nursing and Line~~ **Contractor** Staff shall provide assistance to visiting Clinicians such as medical specialists, dialysis personnel, therapists, and others as needed to assure quality Inmate care and smooth operations and continuity throughout the health care process. This includes scheduling, clinic support, facilitation of Custody transport of

Inmates for appointments, ~~notifications of~~ **requests made to the ACOM for** clinic cancellations related to facility lock down or flooding, etc.

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

Telemedicine

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

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

3.34.7.1 Telemedicine specialty care shall be available within the first 6 months of the ~~award~~ **Go Live Date (See § 1.4.2)** of the Contract for Cardiac, Wound Care **(beyond that provided by existing wound care teams in the facilities)**, Orthopedic, Optometry, Dermatology and Trauma care.

3.34.7.3 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~~ **SDA/facility** of where it was used (e.g. infirmary, office, exam room, etc.);
(3). The time used;
(4). The reason for equipment's use (e.g. in-service, HIV consult, outpatient specialty consult, etc.);
(5). Inmate name and number; ~~and~~
(6). Participants (medical staff) in the process**; and**
(7). Indication of whether or not the Inmate was present during the Telemedicine encounter.

33. Revise various components of Section 3.35 (**Specialty Care – Vision services**) on pages 82 through 83, as follows:

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 **noted in § 3.30.1.3 and as follows**:

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

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

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

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

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

34. Revise various components of Section 3.36 (**Specialty Care - Audiology**) on pages 83 through 84, as follows:

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

3.36.2 This hearing testing program shall go beyond the use of a tuning fork and shall be developed for and/or maintained in all ~~Intake facilities (BCBIC, MRDCC, MCI-W) using the Department's equipment purchased for this testing~~ **SDAs. For Inmates 22 and older, Audiometric examinations shall be conducted with the Inmate's periodic exam (refer to § 3.27), unless the Inmate demonstrates a significant level of hearing loss. Juveniles (age 21 and below) will be screened upon Intake and annually as part of school entry**. Results shall be documented in the EHR. (See also ~~§ 3.25.8~~ and § 3.26.1)

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

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

35. Revise various components of Section 3.39 (**Specialty Care – Obstetrics and Gynecology**) on pages 85 through 86, as follows:

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

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~~ **14 days of entry into the facility**. The Contractor shall have a Clinician assess and appropriately treat any pregnant Inmate admitted with a History of opiate use **and refer them to an appropriate specialist in Addiction Medicine**.

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

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

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

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

3.39.3 The Contractor shall be responsible for the development and delivery of an onsite, video women's health education program at MCIW and WDC within 90 days after the commencement of services (Go Live Date – See § 1.4.2), 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~~ **All** video**s** shall be reviewed and approved in writing by the DPSCS Medical Director or DPSCS Director of Nursing prior to usage.

36. Revise various components of Section 3.41 (**Transfer and Release**) on pages 87 through 91, as follows:

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 ~~t~~**T**ransfer Assessment ~~f~~**F**orm **and Continuity of Care Form**.

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~~ **reviewed and updated if necessary no less than monthly** until the Inmate has been released.

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

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

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

3.41.2.7 For Inmates who have had an Intake ~~review~~ **or other physical examination** within the last 12 months there is no need to repeat this ~~review~~ **examination** 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~~ **a** physical exam was completed within the last 12 months, **and following the process as described in §3.41.2.5,** the Clinician shall comment upon any changes or updates and record that information in the EHR~~;~~**.** ~~i~~**I**f 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 **shall follow the Department's Manual on Medical Intake regarding the review process**.

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

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

3.41.3.2 ~~At~~ **Prior to** the time of release, the Continuity of Care ~~f~~**F**orm 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. **If the Inmate is to be transferred to another facility before discharge, the Contractor's Staff shall follow the process of including the signed Continuity of**

Care Form and medications into the Custody envelope for the transfer process following DOC Directives.

3.41.3.3 The Contractor shall provide Inmates who have chronic medical conditions being released to the community either: **(a)** a total 30-day supply of each current **chronic care** medication**, consistent with the Department policy regarding discharge medications**; or **(b)**, if a 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 **for a minimum of 30 days**, 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.

3.41.4.1 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~~ **submitted** in writing **and reviewed** by the DPSCS Contract Manager **and DPSCS Director of Nursing** prior to implementation. **Unless the DPSCS Director of Nursing or DPSCS Contract Manager conveys a timely objection, the Contractor may implement the change(s).**

3.41.5 Responsibilities of the discharge planning nurses shall include, but not be limited to:

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

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

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

(7). Completion of an approved Continuity of Care ~~f~~**F**orm ~~using the Continuity of Care template in the EHR~~ for the ~~patient~~ **Inmate** 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.~~

NOTE: Sections 3.41.5(1), 3.41.5(4), 3.41.5(5) and 3.41.5(8) are unchanged.

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~~ **(1)-(8)**, with searchable, read-only access by the DPSCS Contract Manager, **DPSCS DON, and DPSCS Medical Director** made accessible via secure (password protected) internet or LAN connection.

3.41.5.2 Working through the Department Contract Manager, **but with concurrence and approval by the DPSCS Medical Director,** the Contractor will coordinate with DPSCS information technology personnel to create a Continuity of Care template 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 **health related** forms in application for Social Security income benefits, Medicaid/Medicare, PAC or any other entitlement program for which the Inmate might be eligible upon release~~.~~ (See § 1.2.63~~)~~ and Attachment U)**, and shall forward copies of those forms to SDA Social Work personnel**.

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

37. Revise various components of Section 3.42 (**Diagnostics – Laboratory**) on pages 91 through 92, as follows:

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

3.42.2 Diagnostic services shall include blood draws, smears, cultures, and any other diagnostic collection of all specimens and data collection and all transportation of specimens, testing data and documents, including any laboratory services requested by the Mental Health Contractor **(the Dental Contractor is responsible for all blood work requested through a written order from a Dentist). However, the Mental Health Contractor shall be responsible for all costs related to laboratory blood tests ordered by the Mental Health Contractor, including blood draws, lab tests and lab results completed for mental health reasons.** These services shall be

available daily ~~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~~ **suspected** 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~~. **Laboratory services shall include daily pick up of specimens, provisions for stat services, and delivery of result reports. The communication of results shall be via an interface with the Department's EHR system (NextGen as of Contract Commencement and any EHR system that succeeds NextGen). The laboratory services shall be able to generate separate reports for Hepatitis, HIV, Hemoglobin A1C (See § 1.2.103), and other lab tests as requested.**

3.42.4 The Clinician shall review all laboratory results within 48 hours after receipt of test results to assess the follow-up care indicated, and screen for discrepancies between the clinical observations and laboratory results. **Documentation of the review of the tests will be done in the EHR. The Clinician will review the results of the tests with the Detainee/Arrestee in accordance with the timeframes listed in §3.26.2.** The Contractor shall ensure that all STAT laboratory results shall be received within four hours of the draw **by a nurse or higher**, with the exception of tests that can't be completed within that timeframe, such as cultures. The physician or psychiatrist on call shall be notified Immediately of all STAT reports. All laboratory results shall be entered in the appropriate EHR ~~location~~ **template** within forty-eight (48) hours of receipt. No lab result shall be filed without verification of a review by a Clinician that contains an initialed date and time indication on the form. Validation of all lab reviews in EHR by the Clinician shall be done for all electronic as well as paper lab results received.

3.42.5 All ~~abnormal~~ **significant** 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~~. **If the Clinician is absent the results shall be brought to the attention of the On-call Clinician for that facility.** Upon receipt, the Clinician shall review and make a notation in the EHR regarding those ~~abnormal~~ **significant** results and the plan for care subsequent to the ~~abnormal~~ results. Inmates shall be scheduled to review ~~abnormal~~ **significant** lab results with a Clinician ~~within ten (10) working days of receipt of the results~~ **in accordance with the timeframes listed in §3.26.2**.

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

3.42.8 The Contractor shall audit the lab tracking report in the Baltimore Pre-trial region on a monthly basis in accordance with the DuVal v. O'Malley agreement, and shall submit to the DPSCS **ACOM** ~~Director of Nursing~~ proof the audit was completed by the 10th of every month in the form and format as required. (See Attachment H).

38. Revise various components of Section 3.46 (**Contractor's Role in Delivery of Mental Health Services**) on page 94, as follows:

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

3.46.2 The Contractor's Clinician shall:

(2). Dispense and administer medication for Inmates with diagnosed mental disorders that have been prescribed psychotropic medication intervention **except for Inmates in Inpatient Mental Health Treatment Units**;

(5). Provide the necessary **examinations and** medical clearance ~~Immediately~~ to permit an Inmate to be transferred from a Maintaining institution to ~~a~~ **the** IMHU**,** ~~or~~ a Special Needs Unit **or one of several in-patient mental health treatment units** regardless of shift **consistent with the Department's Transfer policy**;

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

39. Revise Section 3.47 (**Contractor's Role Relative to Dental Care; B - Elective Inpatient & Outpatient Procedures)** on pages 94 through 95, as follows:

A. Emergency Care

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~~ **Immediately, even if it necessitates utilizing the on-call dental roster for that SDA**.

B. Elective Inpatient & Outpatient Procedures

3.47.3 The Contractor will be responsible for all ~~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.

40. Revise Section 3.48 (**Patient Care Conferences**) on page 95, as follows:

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~~ **in need of interdisciplinary care planning**, such as those with multiple diagnoses requiring acute attention to treatment to avoid error, behavioral problems disrupting clinical services, or out of state persons that may require special planning for continuity of care. The Contractor will act as the primary facilitator of the Conference with support from any designee from Other Healthcare Contractors for roles specified by the Contractor. Any disputes arising from any assignments regarding the disposition of an Inmate will be presented to the DPSCS Medical Director for resolution. **The DPSCS Medical Director's decision in such matters shall be considered as final.**

41. Revise various components of Section 3.49 (**Infection Control)** on pages 95 through 99, as follows:

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

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

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

3.49.2 The Contractor's Infection Control program will be staffed with a Director for Infection Control, Infection Control nurses and coordinators as identified in the Staffing Matrix (Attachment R). The Contractor shall manage an infection control program in compliance with Centers for Disease Control and Prevention guidelines and Occupational Safety and Health Administration regulations, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and State laws and Department policy and guidelines. This report shall be submitted monthly and quarterly to the DPSCS DON as part of the Contractor's Infectious Disease report in the form and format required by the Department Contract Manager **and DPSCS Director of Nursing**.

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

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

3.49.2.2 The Contractor shall ensure that ~~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 **(active and latent)** and infection, and any other infectious disease patients in need of specialty consultation and subsequent

treatment, monitoring and tracking throughout the DPSCS system. **The Contractor's Infection Control staff shall not "fill in" for staff shortages or vacancies noted in the Monthly Facility Staffing Schedule (§ 3.6.4) without notification to the ACOM.** Infection Disease reporting shall be made available in the Contractor's database with searchable, read-only access by the DPSCS Contract Manager made accessible via secure (password protected) internet or LAN connection.

3.49.2.4 The Contractor's Director of Nursing and Infection Control Coordinators and/or their designees shall attend each Service Delivery Area's Monthly CQI Meetings, the monthly Department Medical Advisory Council Meetings, the monthly Multi-Disciplinary Statewide Infection Control Meetings, and any meetings identified or called by the DPSCS Contract Manager and DPSCS ~~Medical~~ Director **of Nursing** for the purpose of attending to issues related to Infection Control Program activities.

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

(2). The Immediate notification to the Department's **Director of Nursing and DPSCS Medical Director** ~~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.

(5). Oversight of the ~~HIV~~ testing program**s for infectious diseases**.

(6). ~~Establishment~~ **Continuation** of ~~an effective process for~~ the discharge of HIV Inmates to the community ~~that connects such Inmates to~~ **in connection with** Ryan White grantees.

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

(8). Providing individual Inmate education as ~~medically~~ indicated.

(9). Provide a monthly SDA CQI report.

3.49.3 The Contractor shall:

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

3.49.3.1.1 The report will include the results of an inspection by the Infection Control **Staff** ~~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.

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

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

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

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

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

3.49.3.9 Offer all at-risk Inmates **identified as eligible** treatment for Hepatitis B and C and when indicated provide treatment for Hepatitis B and C in a manner consistent with the Department's protocol on management and treatment of Hepatitis. If an Inmate declines treatment despite being identified as being at-risk **and eligible for treatment**,

the Contractor shall **obtain a signed refusal, file it in the Inmate's hard copy record, document** the Inmate's refusal to be treated in **the Inmate's EHR,** ~~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.

3.49.4.3 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 ACOMs** and be accessible via secure (password protected) internet or LAN connection.

42. Revise various components of Section 3.50 (Investigation and Follow up of Grievances, Administrative Remedy Procedures Complaints and Other Complaints**)** on pages 100 through 101, as follows:

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~~ **OPS Administrative Unit** ARP Coordinator or the Department's Inmate Grievance Office (IGO) for DPDS within ten days of receipt of the request. The Contractor shall fully comply with the Administrative Remedy Procedure (ARP) directive and policy and its time restrictions (Attachments P-1 and P-2) and Inmate Grievance Procedure (Attachments P-3 and P-4).

3.50.1.2 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~~ **3.50.1.3** Any time a response is considered non-responsive **by the Department's Inmate Correspondence Coordinator**, i.e., does not directly answer the question posed, it will be returned to the Contractor for re-investigation and more appropriate response **before being sent to the inquirer**.

~~3.50.1.5~~ **3.50.1.4** All correspondence relating to complaints and all grievances or ARP's shall be tracked in an Excel spreadsheet to include:

- Inmate name and identifying DOC number,
- Institution or facility name where the Inmate is located or housed,
- ARP **or Grievance** case number,

- ~~Region or~~ Service Delivery Area,
- Subject **of complaint** ~~(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~~ **received by the** Contractor from ~~Inmate Health~~ **the OPS Administrative Unit** ARP Coordinator (defined above),
- ARP due date,
- ARP completion date,
- Notes field,
- Spreadsheet calculated formula (# of days ARP due or overdue)

43. Revise various components of Section 3.51 (**Emergency Preparedness)** on pages 101 through 102, as follows:

3.51.2.2 The draft Emergency Management Plan submitted in the Contractor's Technical Proposal shall be finalized and submitted to the DPSCS Contract Manager **and DPSCS Medical Director in the form and format as directed** within forty (40) days of Contract Commencement. The DPSCS Contract Manager **and DPSCS Medical Director** shall have up to ten (10) days to review the draft Plan and provide comments. The Final Plan is due to the DPSCS Contract Manager **and DPSCS Medical Director** within five (5) days of receipt of the comments.

3.51.3 The Contractor shall participate in:

3.51.3.1 Institutional mock disaster and other types of drills no less than annually at each facility in collaboration with security staff. These drills may include **such things as** power outages, individual injuries, weather-related evacuation procedures, etc. If in the opinion of the DPSCS Medical Director any drill evidenced a significant deficiency and unsatisfactory result, the **medical portion of the mock** disaster or other drill shall be re-conducted at the direction of the DPSCS Medical Director.

3.51.4 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~~ **ACOM for the SDA** within 30 days of the activity.

44. Revise the heading for Section 3.54 from (**Research**) to (Research **and University Based Clinical Trials**), revise Section 3.54.2 and add the following Section 3.54.3 on page 102, as follows:

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

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

45. Revise various components of Section 3.55 (**Continuous Quality Improvement (CQI))** on pages 102 through 104, as follows:

3.55.1 The Contractor shall implement ~~the~~ **a** CQI program and participate, as required by the Department ~~Contract Manager~~ **Director of Nursing** and Department Medical Director, in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities **described in this RFP, including any that arise after Contract Commencement. Although part of CQI, Peer Review, Safety and Sanitation Inspections, Risk Management, and Utilization Review, are described in separate RFP sections - § 3.56, § 3.57, § 3.58 and § 3.72, respectively**.

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 **and Director of Nursing**;

(b). The Department's DON,

(c). A representative of the Contractor's **Director of** Infection Control**/designee** ~~Staff~~,

(d). **SDA** Directors of Nursing and Regional Medical Directors of the Contractor and representatives of the Other Healthcare Contractors.

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

(4). ~~An appropriate quality improvement program for subcontractors, which shall include, but not be limited to~~ **Subcontractors shall be included in CQI meetings as appropriate and may be requested to attend to address such topics/**projects/reports related to:

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

46. Revise Section 3.56 (**Peer Reveiw)** on pages 104 through 105, as follows:

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

~~3.53.6.2.1~~ **3.56.6.2.1** The review must be completed within 10 working days and e-mailed within that same time to the DPSCS Medical Director/designee.

47. Revise various components of Section 3.58 (**Risk Management Program)** on pages 105 through 107, as follows:

Risk Management

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

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

3.58.2 Serious Incident Reports

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

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

(1). Unexpected or unexplainable deaths,
(2). All suicides, successful or attempted,
(3). Assaults on Contractor staff,
(4). Inmate assaults requiring medical treatment,
(5). Post "use of force" examinations,
(6). Emergency Responses necessary to maintain or resuscitate life, including 911 Events.
(7). Injuries occurring as a part of work accidents, such as, but not limited to needle sticks, staff falls, etc.
(8). Exposures to infectious diseases,
(9). Prophylaxis administration,
(10). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.)
(11). Treatment/medication errors or missed treatments, missing documentation, and
(12). Visitor/Custody employee/Vendor employee injuries wile on DPSCS properties.

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

3.58.2.2 On a monthly basis, the Contractor shall submit to the DPSCS Director of Nursing a Serious Incident Report Summary (SIRS) of all serious incidents/ accidents/ errors occurring or discovered by its staff during the preceding month. This monthly SIRS shall be itemized to include the total number of each reportable event listed in § 3.58.2.1.

This report identified in Attachment AA-1 as Monthly Serious Incident Report Summary (SIRS) shall be submitted to the Department DON as part of the Contractor's regional monthly multi-Contractor CQI meetings reports in the form and format as required by the Department DON.

3.58.2.**3** The Contractor shall submit a quarterly ~~report~~ **SIRS** to the DPSCS Director of Nursing of all **serious** incidents/ accidents/ errors occurring or discovered by its staff **during the preceding three months**. ~~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~~. **Included with this quarterly SIRS shall be all SIR forms submitted as required by § 3.58.2.1 during the preceding three months.** Monthly narratives, summations of

audit findings or verbal reports will not be acceptable in lieu of a formal **quarterly** report. ~~Identified in Attachment AA-1 as Quarterly Risk Management Report. Reportable events include but are not limited to:~~

~~(13). Unexpected or unexplainable deaths,~~
~~(14). All suicides successful or attempted,~~
~~(15). Assaults on Contractor staff,~~
~~(16). Inmate assaults requiring medical treatment,~~
~~(17). Post "use of force" examinations,~~
~~(18). Emergency Responses necessary to maintain or resuscitate life,~~
~~(19). Injuries occurring as a part of work accidents, such as, but not limited to medication error, needle sticks, missing documentation, staff falls, etc.~~
~~(20). Exposures to infectious diseases,~~
~~(21). Prophylaxis administration,~~
~~(22). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).~~

This report **identified in Attachment AA-1 as Quarterly Risk Management 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.

Pre-Trial Violence Reduction Program

3.58.3 As part of its risk reduction activities the Contractor shall provide a violence reduction program **for the Pre-Trial population**. This program shall focus on: 1. ~~inmate-on-inmate~~ violence~~, both~~ **in the Pre-Trial population of detainees** ~~the committed population~~; **and** 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 **self-injurious behavior, which includes suicide attempts** ~~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 **Pre-Trial** 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~~ **Go Live Date (see § 1.4.2)**.

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.

48. Revise various components of Section 3.59 (**Mortality Review Program)** on pages 107 through 108, as follows:

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

3.59.5 Mortality Review reporting shall be submitted to the Department as required by Department policy. All findings will be forwarded to the Management Associate for the Department Medical Director for inclusion in the final chart review of the deceased Inmate. This report shall be submitted to the DPSCS DON as part of the Contractor's regional monthly and quarterly multi-Contractor CQI meetings reports in the form and format as required by the Department Medical Director. **Any significant findings resulting from Mortality reviews shall be addressed in the monthly CQI meeting (see § 3.55.2(3)).**

49. Revise Section 3.60.1.3 (**Pharmacy and Therapeutics Program (P&T) Committee)** on pages 108 through 109, as follows:

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.

50. Revise Section 3.61.1 (**Medical Diets)** on page 109, as follows:

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

51. Revise various components of Section 3.62 (**Inmate Health Education Program)** on pages 109 through 110, as follows:

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

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

52. Revise various components of Section 3.63 (**Sexual Assault Program)** on pages 110 through 111, as follows:

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

3.63.2 **In conjunction with § 3.58.2.2, t**~~T~~he Contractor shall submit **separate** Serious Incident Reports **(SIRS)** on each and every identified Inmate on Inmate sexual assault to the Department DON within 24 hours of the incident. In addition, the Contractor shall submit a monthly report of all medically triaged sexual assaults. This report shall be submitted to the Department DON as part of the Contractor's regional monthly and quarterly multi-Contractor CQI meetings reports in the form and format as required by the Department DON.

53. Revise Section 3.64 (**Inmate Worker Screening Program)** on page 111, as follows:

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

54. Revise various components of Section 3.65 (**Methadone Program)** on pages 111 through 112, as follows:

3.65.1 The Contractor shall:

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

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

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

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

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

3.65.1.1.3 Coordinate and cooperate with community resources (e.g. Baltimore Substance Abuse Services) and programs to verify a pretrial Detainee's participation in a **community** methadone program and provide ~~the~~ **an** appropriate methadone maintenance dosage **as determined by the substance abuse specialist** until the Detainee's term of confinement has been determined. If the Inmate is sentenced to a term in the DOC,

maintenance of the Inmate on methadone shall be discontinued through a taper protocol in anticipation of transfer to DOC consistent with the Department's methadone protocol and the Inmate shall be placed on a medical hold, thus preventing transfer to another facility, pending tapering completion.

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

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

55. Revise various components of Section 3.69 (**Utilization Review/Utilization Management (UM))** on pages 120 through 127, as follows:

3.69.1 The Contractor shall:

3.69.1.1 Implement a system of utilization management and utilization review services consistent with the Department Utilization Manual, that includes the availability of a qualified Clinician **or Utilization Management Nurse** on a twenty-four (24) hours per day, seven days per week basis by toll free telephone number to provide pre-certification and pre-Admission approvals for services that cannot be managed within normal Business Hours.

3.69.1.2 With the approval of the Department ~~Medical Director~~ **DON**, designate a master's level nurse who shall report to the Contractor's Medical Director for Utilization for support of the utilization management program/CQI review. Hire or assign, with the hiring approval of the Department's Medical Director, a Maryland licensed physician assigned solely to utilization and housed permanently in the Contractor's Maryland office, who shall be designated as the Medical Director for Utilization Management in Maryland (UM Medical Director) with authority over utilization issues. The Contractor's UM Medical Director shall be available to the Department Medical Director daily as needed. At a minimum, the UM Medical Director shall be Board Certified in family practice, general internal medicine or emergency medical services and have 3-5 years of correctional services experience. Previous training in utilization management decision making for a statewide system is preferred.

3.69.1.2.3 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 **prior to release and coordinate their applications with the Department's**

Social Work regional directors. As an incentive for the Contractor to aggressively pursue Medical Assistance (Medicaid) eligibility and reimbursement in all potentially eligible circumstances, the Department will permit the Contractor to retain 10% of all such reimbursements (See also § 3.77.2.1 and Contract § 4. 8).

3.69.5 The State of Maryland is responsible for the reimbursement of medical costs incurred by any ~~local subdivision~~ **county** for any Local Inmate (See 1.2.58) when the cost of treatment exceeds $25,000. The local subdivision, is responsible for the reimbursement of medical costs below $25,000. In any case where such potentiality exists, the Department shall identify the Local Inmate to the Contractor and the Clinician shall make recommendations on care and will otherwise exercise Utilization Management with respect to the Inmate to the same extent as any State Inmate, except that the Contractor shall not be liable for costs incurred unless the Inmate is admitted to a DPSCS facility.

56. Revise Section 3.69 (**Utilization Review/Utilization Management (UM))** on pages 120 through 127, to add Section 3.69.1.2.1.1 as follows:

3.69.1.2.1.1 The Contractor's Utilization Management nurses will provide On-site infirmary or Off-site inpatient hospital reviews at the direction of DPSCS Medical Director and the Contractor's Utilization Management Medical Director anywhere in the State of Maryland; i.e. reviews may be in an infirmary in any area hospital, including but not limited to Johns Hopkins, Bon Secour, Washington County, etc. Accordingly, the individuals staffing these positions must be located within the State of Maryland, preferably in a location(s) proximate to areas with heavy inpatient utilization.

57. Revise Section 3.76 (**Substitution of Personnel)** on pages 135 through 138, as follows:

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~~ **DPSCS** Manager**/Director (See § 3.7.3)**.

3.76.1.1 If the Contract is task order based, the following provisions apply to key personnel identified in each task order proposal and agreement.

3.76.2 **Definitions**

3.76.2.1 As used in this section:

3.76.2.1.1 "~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**" means the Department Contract Manager**, Department Medical Director or the Department Director of Nursing** previously identified in this solicitation, and/or a ~~person~~ ~~designated~~ **designee as per § 3.2.12.2** ~~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 **DPSCS** Manager**/Director's (See § 3.7.3)** satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.

2. The Contractor shall provide the **DPSCS** Manager**/Director (See § 3.7.3)**with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request

- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor
- The official resume of the current employee for comparison purposes
- Any required credentials

3. The **DPSCS** Manager**/Director (See § 3.7.3)**may request additional information concerning the proposed substitution. In addition, the **DPSCS** Manager**/Director (See § 3.7.3)**, and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The **DPSCS** Manager**/Director (See § 3.7.3)**will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The **DPSCS** Manager**/Director (See § 3.7.3)**will not unreasonably withhold approval of a requested key personnel replacement.

3.76.4 Replacement Circumstances

1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in section C of this section to the **DPSCS** Manager**/Director (See § 3.7.3)**at least 15 days prior to the intended date of change. Except in a circumstance described in section 3.76.4 #2 of this clause, a substitution may not occur unless and until the **DPSCS** Manager**/Director (See § 3.7.3)**approves the substitution in writing.

2. Staff Replacement Due to Vacancy

The Contractor shall replace key staff whenever a vacancy occurs due to the Sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such staff, Incapacitating injury, illness or physical condition, or death. (A termination or resignation with 30 days or more advance notice shall be treated as a Voluntary Staff Replacement as per section 3.76.4 #1 of this clause.)

Under any of the above 3.76.4 #2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 3.76.3 of this section within 15 days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

3. Staff Replacement Due to an Indeterminate Absence

If any key staff has been absent from his/her job for a period of 10 days due to injury, illness, or other physical condition, leave of absence under a family medical leave or Extraordinary Personal Circumstance and it is not known or reasonably anticipated that

the individual will be returning to work within the next 20 days to fully resume his/her job duties, before the 25th day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under section C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the **DPSCS** Manager**/Director (See § 3.7.3)**, at the option of the **DPSCS** Manager**/Director (See § 3.7.3)**the original staff may continue to work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return.

4. Directed Staff Replacement

a. The ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)** may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or Department or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 4.b, below. If after such remediation the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**deems it necessary to remove the offending individual with less than 15 days' notice, the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**can direct the removal in a timeframe of less than 15 days, to include immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with section 3.76.3 of this section, provide a suitable replacement for approval within 15 days of the notification of the need for removal, or the actual removal, if that occurs first.

b. If deemed appropriate in the discretion of the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**, the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within 10 days of the date of notice and implement the Remediation Plan Immediately upon written acceptance by the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**, or revise and resubmit the plan to the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**within 5 days, as directed in writing by the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**.

Should performance issues persist despite the previously agreed to Remediation Plan, the ~~Contract~~ **DPSCS** Manager**/Director (See § 3.7.3)**will give written notice of the continuing performance issues and either request a new Remediation Plan within a

specified time limit, or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key staff at issue.

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

58. Revise Section 3.78 (**Insurance Requirements)** on pages 139 through 140, as follows:

A. The Contractor shall maintain general liability, property and casualty insurance with minimum limits, as outlined below, and sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, employees or Subcontractors.

- Worker's Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employee's Liability Act.
- **Malpractice Insurance Aggregate Limit – The Contractor shall purchase and maintain Malpractice Insurance coverage in the minimum amount of $7,000,000.**
- Errors and Omissions **Aggregate Limit** – The Contractor shall purchase and maintain Errors and Omissions liability coverage in the minimum amount of ~~$10,000,000~~ **$2,000,000**.
- 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~~ **$7,000,000**: General Aggregate Limit

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

  $1,000,000: Each Occurrence Limit

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

  $50,000: Fire Damage Limit

  $5,000: Medical Expense

- **For circumstances other than a 911 Event (See RFP § 1.2.69), the Contractor and any transportation related subcontractor shall maintain Commercial Auto Liability insurance protection for transportation services that are directly or indirectly provided by the Contractor or a subcontractor.**

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

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

59. Revise the first paragraph of Section 4.4, Tab R (**Personnel/Resumes)** on page 155, as follows:

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 **Contract Manager (See § 1.2.25)** and regional managers (**if the Contractor proposes to use such positions)**, statewide and regional medical directors, statewide and regional nursing directors, Area Directors of Nursing and facility supervisors/managers of nursing ~~for the Service Delivery Areas (SDAs)~~.

60. Revise the Tab lettering in Section 4 on pages 158 through 160, as follows:

TAB ~~T~~ W. ECONOMIC BENEFIT FACTORS

TAB ~~U~~ X. SUBCONTRACTORS

TAB ~~V~~ Y. PROBLEM ESCALATION CLAUSE

TAB ~~W~~ Z. The following documents must be submitted with the original Technical Proposal:

BID/PROPOSAL AFFIDAVIT (Attachment B)

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

LIVING WAGE AFFIDAVIT (Attachment M)

61. Revise Section 5.2 (**Technical Criteria)** on page 161, as follows:

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.
- **Offeror Technical Response to Optional Services**
- Economic Benefit Factors.

62. Revise the heading for Section 5 of the Contract (**Attachment A**) on pages 169 through 171 from (**Rights to Records**) to (**Damages and Payments**), as follows:

5. ~~**Rights to Records**~~ **Damages and Payments**

63. Replace **Attachment B Bid/Proposal Affidavit** with the attached version (effective 8/8/2011).

64. Replace **Attachment C Contract Affidavit** with the attached version (effective 8/8/2011).

65. Replace **Attachment R Medical Staffing Matrix** with the attached version.

66. Revise Attachment Z Telemedicine / Telepsychiatry locations to include the list of equipment and circuits for telemedicine as Attachment Z1, as follows:

Attachment Z1 Telemedicine Equipment - Circuits

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

Date Issued: **October 20, 2011**

By: <signed>
Andrea R. Lockett
Procurement Officer

Enclosures:

Attachment B Bid/Proposal Affidavit (effective 8/8/2011)
Attachment C Contract Affidavit (effective 8/8/2011)
Attachment R Medical Staffing Matrix (effective 8/11/2011)
Attachment Z1 Telemedicine Equipment - Circuits
Attachment AA-1 Reports
Attachment II Continuity of Care Form