MARYLAND
DEPARTMENT OF
BUDGET & MANAGEMENT

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QUESTIONS AND RESPONSES # 1
PROJECT NO. Q001002014
Department of Public Safety and Correctional Services
Inmate Mental Health Care Services
January 18, 2012

Ladies/Gentlemen**:**

This List of Questions and Responses #1, questions #1 through #100, is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of contract requirements which are stated in the following questions of potential Offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. *It seems as though the attachments are in regards to the overall Health Care services for statewide correctional facilities. Is there a specific attachment that discusses the mental health care carve out?*

RESPONSE: There are numerous references to the Attachments throughout the RFP. Some of the referenced Attachments are for information purposes to augment the understanding of the services to be provided, see e.g., Attachments H (Consent Decrees) and M (DOC Policies and Procedures). Other Attachments must be properly completed and submitted with the Offeror's proposal, see e.g., Attachments D (MBE Forms) and F (Price Proposal Form and Instructions). All of the Attachments are important and relevant to the procurement. Offerors should review all Attachments carefully and follow the instructions provided.

2. *Attachment X Contract Compliance Checklist is missing from the attachments.*

RESPONSE: Attachment X Contract Compliance Checklist will be issued in a forthcoming Amendment.

3. *Per Section 3.22.5.7.1, please provide historical data for the number of off-site visits specifically for Mental Health, including acute hospitalization and ER treatment. Please confirm that all costs associated with these visits are the Contractor's responsibility*

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RESPONSE: The Mental Health Contractor is not responsible for acute hospitalization and ER treatment. The Medical Contractor is responsible for such costs. See Section 3.22.5.7.1. There have been no Off-site visits within recent memory for which the Mental Health Contractor has been responsible.

4. *Per Section 3.22.7, please provide historical data for all lab services provided in Mental Health.*

RESPONSE: This is a new requirement of this Contract; therefore there is no historical data available.

5. *Per section 4.4 Volume I - Technical Proposal, Tab A.3, please confirm which Solicitation Number should be reference in the Transmittal Letter; Q0012014 or Q001002014.*

RESPONSE: Offerors are to use Solicitation Number Q001002014 to reference their responses to the RFP. See Amendment #1, Item #4.

6. *Per Section 4.4 Volume I - Technical Proposal, Tab D.1.The solicitation states that the "Offeror's Technical Proposal Shall: Describe how the Offeror shall provide the full range of mental health care services to the Inmate population consistent with this RFP, all relevant standards, the Department's Manual of Policies and Procedures for Inmate Health Care and Consent Decrees." Please provide the referenced Department "Manual of Policies and Procedures for Inmate Health Care and Consent Decrees"?*

RESPONSE: The Department's Manual of Policies and Procedures for Inmate Health Care and Consent Decrees are available on the Department's website http://www.dpscs.state.md.us/publicservs/procurement/ihs/

7. *The Staffing Matrix in Attachment O seems to duplicate much of the content noted on pages 1-2 again on pages 3-4. Moreover, there are also inconsistencies in positions from pages 1-2 to 3-4 and well as FTE counts. Please provide a correct staffing plan.*

RESPONSE: A new Attachment O was issued on 1/13/12 as Item 28 of Amendment 1.

8. *Per section 4.4 Volume I - Technical Proposal, Tab D.8, "Provide a written plan of active and ongoing recruitment and retention of personnel at all levels, including the hourly rate expected to be paid by position as entered in the staffing plan chart…"*
Please confirm that pricing information in the form of hourly rates should be included in the Technical Proposal.

RESPONSE: Yes, hourly rates should be included in the Technical Proposal.

9. *There are no subsections 4.5.5 and 4.5.6 under Section 4.5 Volume II – Financial Proposal of the solicitation. It jumps from 4.5.4 to 4.5.7. Please provide the missing content, if any.*

RESPONSE: Subsection 4.5.7 is incorrectly numbered and should read 4.5.5. See Amendment #1, Item #2.

10. 3.46, Insurance Requirements, page 87. The insurance requirements listed in the RFP are higher, and will be more costly, than the insurance requirements in the contract between the Department and its current mental health vendor. Did the Department intend to increase the level of insurance for the mental health program going forward, or would the Department consider adjusting the insurance requirements to match the requirements currently in force?

RESPONSE: The Department declines to change the Insurance Requirements listed in Section 3.46. The increase is due to an increase of requirements and services listed in the RFP.

11. 3.2.14, NCCHC Accreditation. This section of the RFP requires the mental health Contractor to submit an NCCHC Compliance Plan to the DPSCS Contract Manager and pay all costs associated with obtaining accreditation, including the initial audit and any subsequent re-audits due to failure to pass an initial audit. Since NCCHC accreditation encompasses the entirety of the overall health program, including both physical and mental health, it is highly unusual for a mental health vendor to be tasked with the overall accreditation responsibility. Many of the accreditation requirements relate to services to be provided by the Department's medical vendor, and therefore beyond the control of the mental health vendor. Did the Department intend for the mental health vendor to be solely responsible for achieving NCCHC accreditation, including the cost of accreditation? Please clarify the mental health vendor's scope of responsibility for achieving NCCHC accreditation.

RESPONSE: The Contractor is only responsible for the Mental Health portion of the requirements of the NCCHC accreditation.

12. 1.33, Liquidated Damages, page 19, and Attachment Q. The schedule of liquidated damages included as Attachment Q to the RFP are considerably higher than the liquidated damages schedule in the Department's contract with the current mental health vendor, which may result in higher prices. Did the Department intend to increase the liquidated damages levels above those of its current mental health contract? If so, would the Department consider maintaining the liquidated damages schedule currently in force in order to keep costs low?

RESPONSE: The Department intended to establish liquidated damages levels as contained in Attachment Q, and declines to make any changes to the stated liquidated damages. .

13. Sections 1.34 and 4.5.7, Price Adjustments: It is unclear how the Contractor's price will be adjusted in the fourth and fifth years of the contract. Section 1.34 of the RFP outlines a mechanism by which the Contractor's fee will be adjusted based on the Consumer Price Index for the fourth and fifth years of the contract. However, Section 4.5.7 of the RFP indicates the Contractor's fee will be adjusted by 3% for each of the last two years of the contract. Please clarify.

RESPONSE: Section 4.5.7 (actually section 4.5.5 – see the response to Question 9) pertains only for purposes of price evaluation to help to determine which vendor will be selected for Contract award. Once the award is made, Section 4.5.7 (4.5.5– see the response to Question 9) will have no significance and Contract Years pricing will be determined as per Section 1.34.

14. Sections 3.21.4.1 and 3.21.5.3. These sections indicate the mental health vendor will become responsible for missing or damaged equipment. This is a new requirement compared to the Department's contract with its current mental health vendor. Please describe the type of equipment that would be subject to this provision.

RESPONSE: The Mental Health Contractor will be responsible for the equipment (maintenance and replacement) under its control.

15. Section 3.2.6, page 26. This section of the RFP states: "The Contractor is responsible for the timely payment of all claims by those providing specialty care to State Inmates pursuant to referral by the Mental Health Professional and in emergency cases. Any legal action, late fees, interest, etc. for unpaid claims or partial claim payment shall be the exclusive responsibility of the Contractor. This responsibility survives the term of this contract for any services that were performed at any time while the Contract was in effect. (See also §1.4.5 concerning the Contract term and § 3.3.3.1 concerning billing)". Is it the Department's intent for the mental health contractor to be responsible for paying claims for any specialty services or emergency room care? If so, please clarify the types of specialty services for which the mental health contractor will be responsible. Please clarify the requirement of this section as it is not a current requirement under the Department's current mental health contract and may lead to cost increases. In the 2005 RFP for mental health services, the Department clarified this same issue and indicated the mental health contractor will not be responsible for costs for specialty care.

RESPONSE: If the Mental Health Contractor makes a referral to a specialty provider, even though this is a remote circumstance (such as if specialized diagnostics is required for rare disorders such as dissociative identity disorder), the Mental Health Contractor would be responsible for the payment of those claims providing specialty care. To make clear that the MHC is not responsible for any medical related circumstance "and in emergency cases" was removed from section 3.2.6 per Amendment #1, Item #16.

16. Sections 3.8.3 and 3.9 add more intensive requirements to the onboarding process for new employees than are required under the Department's current mental health contract, which may lead to additional costs. Is it the Department's intent to increase the onboarding requirements for new employees of the mental health contractor?

RESPONSE: The Department reiterates its intent to require all items listed in 3.8.3. Regarding Section 3.9, Amendment #1, Item #22 deletes section 3.9.1(2). All other requirements of Section 3.9 will remain as specified.

17. 3.6.1.4, Telemedicine. There is concern that the language in this section may lead vendors to assume large scale reductions in on-site staff from current required staffing levels. Please clarify the Department's position in regards to the use of televideo conferencing technology for the delivery of mental health services as a supplement to the on-site, face-to-face consultations versus the wide-scale replacement of face-to-face consultations.

RESPONSE: The Department's concept of telemedicine is not to replace On-Site Staff but rather to provide additional services such as dealing with inmates with various languages, second opinions, and to provide services to the institutions far from the central region when staff is needed to be out for various reasons.

If an Offeror believes more extensive use of Telemedicine is appropriate, as per Section 4.4, Tab D 6 and 12 (C), the Offeror is to describe its proposed staffing pattern, its proposed use of Telemedicine and why its proposed combination of these resources is beneficial to the Department. If during the evaluation of an Offeror's proposal it is determined the Offeror's approach in this regard is not appropriate, as long as the Offeror remains in consideration for award, it will be so informed and permitted to revise its proposal.

After contract award, as per 3.6.1.4, there must be written agreement by the Department's Contract Manager and Director of Mental Health Services to substitute Telemedicine services in lieu of On-site services. Such agreement will only occur if it is believed that there is a clear benefit to the Department from the proposed Telemedicine enhancement.

18. *3.11.1, Contractor staff time reporting. This section of the RFP requires the mental health contractor to utilize the Biometric Time Keeping System being supplied by the Medical Contractor to keep track of the time worked of all on-site personnel. Will the mental health vendor incur any costs for use of this system? If so, given that the RFP for medical services is currently active and costs for the system would be a component of that procurement, would the Department consider removing any responsibility for costs from the mental health vendor, or at least setting aside this issue until contract negotiations after a medical vendor has been selected?*

RESPONSE: It is not expected that the Mental Health Contractor will incur any cost for the use of the system except for the time taken by its employees to attend the training and refresher courses.

19. *Tab L, #5, page 99. The first bullet in Tab L-5 states: "Three (3) years experience in the delivery of correctional medical health care within a correctional system". Should the term "medical health care" in this section be "mental health care"?*

RESPONSE: Yes, it should read "mental health care". See Amendment #1, Item #23

20. *5.3, Financial Criteria, page 105. Please elaborate on how vendors will be ranked from the lowest to the highest price based on their total price proposed.*

RESPONSE: The vendor with the lowest 5-CY Evaluated Price will be ranked as number one (#1) Financially; the vendor with the second lowest 5-CY Evaluated Price will be ranked number two (#2) Financially; the vendor with the third lowest 5-CY Evaluated Price will be ranked number three (#3) Financially; and so forth.

21. 3.6.4 and 3.11.1, The staff scheduling component is typically a capability that exists in a time keeping system. Understanding that there is a new Medical RFP currently in progress and the potential that a new time keeping system may be implemented, is the current System not capable of delivering the employee staffing management and reporting capabilities outlined in 3.6.4? Is the DOC's expectation that the potential new or existing time keeping system provides this capability?

RESPONSE: Whereas the new Bio-metric system to be installed by the Medical Contractor may have a staff scheduling component, in the event that the Medical Contractor's system is not implemented as of the Go-live date of this contract, the Medical Contractor's system either does not have this scheduling capability or does not extend this scheduling capability to the Other Healthcare Contractors or if the Offeror chooses to implement its own scheduling system, there should be some explanation in the Offeror's proposal of how it will achieve this staff scheduling requirement.

22. 3.11.1, If a Contractor already has a Time & Attendance System for its employees, in lieu of clocking in twice for both DOC and Contractor's systems, will the DOC allow an interface to be built to integrate between the two time keeping systems?

RESPONSE: For the purposes of this contract, the Contractor must use the Medical Contractor's Bio-metric system. If the Mental Health Contractor wishes to use its own time and attendance system and pay for an interface with the Medical Contractor's Bio-metric system, then the Contractor must coordinate with the Medical Contractor to see if the Medical Contractor will allow an interface.

23. 3.23.4, 3.83.3, 3.38.3.4, 3.38.3.5, These sections address several databases for Mental Health Chronic Care, Outpatient Services, Inpatient Treatment Units. The data elements specified in all of these database requirements would be considered core data and functionality within an EMR system. Considering the current Medical RFP and potential replacement of the existing EMR System at the DOC, are these capabilities not present in the current EMR system or are there issues with delivering such capabilities? If the new Medical services provider replaces the existing EMR system, is the DOC expecting these capabilities to be implemented inside the new EMR application, as having these additional databases would be considered as redundant and duplicate of what should ideally be stored centrally in the EMR System?

RESPONSE: Most of these databases are not currently available on the Nextgen system. Further, it is not known if or when the Department would implement a new EHR by the Medical Contractor. Even if some of the required data can be pulled from the current or future EHR, that data still should be formatted and summarizes as required by the Department for those sections.

24. Section 1.2.56 (p.6). The Department's definition of "Mental Health Professional" is not consistent with the NCCHC's definition of "Mental Health Professional." Please clarify.

a) Does a licensed social worker qualify as a "Mental Health Professional"?

RESPONSE: The definition of Mental Health Professional is revised to include Licensed Certified Social Worker-Clinical (LCSW-C). See Amendment #1, Item #6.

25. *Section 1.2.81 (page 8). Given that the number of Department of Public Safety and Corrections regions has been reduced from four (4) to three (3), will the number of Service Deliver Areas continue to be four (4)?*

RESPONSE: For the purposes of this RFP, the number of SDAs will continue to be four.

26. *Does a Psychiatric Nurse require NCCHC certification?*

RESPONSE: No.

27. *Does a Registered Nurse (RN) with mental health training and experience qualify as a Psychiatric Nurse?*

RESPONSE: Yes.

28. *Section 1.34.2.1 (p.20). CPI price adjustments for the 4th and 5th Contract Years.*

Assuming that all required procedures are followed by the Contractor, is the vendor contractually guaranteed to receive the applicable CPI price adjustments to the contracted prices, or do the adjustments occur solely at the Department's discretion?

RESPONSE: Yes, the Contractor will be contractually guaranteed to receive applicable CPI price adjustments in Contract Years 4 and 5.

29. *Section 1.9 (pages 11-12). Do the same representatives need to be in attendance at each site visit?*

RESPONSE: No

30. *Section 3.2.1 (p. 25). We understand that the position of DPSCS Deputy Secretary for the Office of Programs and Services does not currently exist. Please confirm.*

a) If so, please identify who (what position) has responsibility for the management of the delivery of Inmate Mental Health Care.

RESPONSE: It is confirmed that the DPSCS Deputy Secretary for the Office of Programs and Services does not exist. This position has been replaced by the Director of Office of Programs and Services. The responsibility of the management of the delivery of Inmate Mental Health Care will fall to the Contract Manager, the Director of Mental Health Services, the Medical Director or the Director of Nursing (See Section 3.7.1). See Amendment #1, Item # 24.

31. *Section 3.2.10.1.2 (p. 27). This item states that the Contractor shall participate in providing expert testimony for any litigation filed during the Contract period stemming from a Mental Health claim.*

a) Is such testimony limited to civil litigation claims against the Department?

RESPONSE: The Contractor or its Staff may be required by the Attorney General's office to provide testimony which may or may not be limited to civil litigation.

b) Does such testimony apply to either criminal or administrative proceedings?

RESPONSE: Such testimony may or may not apply to either criminal or administrative proceedings.

c) Does such testimony apply to mental health claims brought against any parties other than the Department? If so, please clarify.

RESPONSE: Such testimony may or may not apply to mental health claims brought against any parties other than the Department. However, these types of requests are very seldom and limited in scope.

d) To what extent does the Department expect the healthcare providers to participate in forensic proceedings challenging competency or criminal responsibility?

RESPONSE: The Mental Health Contractor will have no responsibility to participate in forensic proceedings challenging competency or criminal responsibility. All forensic proceedings challenging competency or criminal responsibility are handled by the Department of Health and Mental Hygiene; however, the Contractor may be involved in litigation involving non-forensic issues of competency.

32. Section 3.2.11 (p. 28). Please clarify the statement that the Contractor must respond to Custody "Use of Force" to "evaluate and treat mental health Inmates and State staff, as necessary."

a) Is this limited to "mental health treatment" of mental health Inmates and State staff?

RESPONSE: As per the change to the RFP in Amendment #1, Item #25, yes this is limited to "mental health treatment".

b) Is the Mental Health Contractor also required to provide somatic health treatment?

RESPONSE: No

c) Please define "evaluate and treat" as it relates to State staff.

RESPONSE: The service to be provided by the Contractor is an emergency critical stress management debriefing for Inmates and State Staff. This is psychological first aid to stabilize and refer as clinically indicated.

d) Please define who comprises "State staff" in this statement that the Contractor would be required to "evaluate and treat." Does the term include employees of other contractors?

RESPONSE: The term State Staff refers to employees of the State of Maryland. The term State Staff does not include employees of Other Healthcare Contractors; however, as per Section 3.17.2 (See Amendment 1, Item 11), the Contractor is required to provide emergent or urgent psychiatric care, including for employees of any other Contractor.

e) Please define "as necessary" and circumstances where Contractor would be required to "evaluate and treat" as it applies to this statement.

RESPONSE: As necessary means when requested by State Staff or when dictated by the ethical standards of the Mental Health Professional's discipline. An example of a circumstance when such services may be required is a situation when an intense reaction to the Use of Force could reasonably be assumed to result in severe psychological distress. For example, if there was severe harm to other Staff and/or death involved. Situations that demand this type of psychological first aid are extremely rare.

f) Please define "similar Incidents" as it applies to this statement.

RESPONSE: Any incidences involving extreme harm or death or any situation that would create severe psychological distress.

g) Is this requirement limited only to Department sites where Mental Health Contractor has nurses staffed?

RESPONSE: No, this could happen at any facility at any time.

h) Please clarify the statement that the Contractor's Mental Health Professionals shall not be required to participate in "potential forensic issues," as it contradicts Section 3.2.10.1.2 (p. 27) requiring the Contractor to participate in "providing expert testimony for any litigation filed during the Contract period stemming from a Mental Health claim."

RESPONSE: Yes, it is a contradiction; this contradiction is removed in Amendment #1, Item #25

33. Section 3.3.2.4 (p. 30). The Contractor is required to cover all overhead and administrative costs and any other costs associated with the full provision of mental health care, including any fees associated with license, certifications required by entities such as but not limited to ACA, NCCHC, Board of Physicians, Board of Nursing, Board of Professional Counselors & Therapists, Board of Examiners and Psychologists, Board of Social Work Examiners and the Maryland Department of Health and Mental Hygiene.

a) Please clarify whether Contractor is financially responsible for the initial ACA and/or NCCHC accreditation for a Department facility not already possessing such credential(s).

RESPONSE: No; however, the Contractor is financially responsible for participating in the Mental Health aspects involved in maintaining accreditation. If the Department decides to accredit any facility a Contract Modification will be issued.

b) Please clarify which Department facilities and buildings already have ACA accreditation.

RESPONSE: Eastern Correctional Institution and Western Correctional Institution.

c) Please clarify which Department facilities and buildings already have NCCHC accreditation.

RESPONSE: Baltimore City Detention Center

d) Are there any Department facilities not currently accredited that the Department is seeking either ACA and/or NCCHC accreditation?

RESPONSE: Yes, MCAC. See Section 3.2.14.

e) What is the pro-rata portion of the ACA costs that is applied to the Mental Health Contractor where other contractors provide services, e.g., somatic health, dental, pharmacy, etc.?

RESPONSE: The portion of the ACA costs that pertain to Mental Health Services

f) What is the pro-rata portion of the NCCHC costs that is applied to the Mental Health Contractor where other contractors provide services, e.g., somatic health, dental, pharmacy, etc.?

RESPONSE: The portion of the NCCHC costs that pertain to Mental Health Services.

g) What are the penalties for ACA and the NCCHC, respectively?

RESPONSE: The State cannot apply penalties under a Contract. The State can only assess damages, liquated or direct. Substituting the word damages for penalties and assuming the question means "what are the damages if ACA and/or NCCHC standards are not met?", ACA and NCCHC standards that apply to Mental Health, apply to the provisions of providing daily mental health care. The only applicable damages would be those cited in the Liquidated Damages Attachment Q which applies to the direct service requirements of the RFP.

h) Please clarify how the Department defines and determines financial responsibilities and pro-rata rates for the Mental Health Contractor.

RESPONSE: Please see responses to Question #33 e) and f).

i) Please specify which Department facilities the Mental Health Contractor will be required to cover all overhead and administrative costs, and other costs associated with the full provision of mental health care.

RESPONSE: The Contractor will be required to assume all direct overhead and administrative costs for the full gamut of mental health services required by this RFP. This includes staffing, Inmate Mental Health Treatment Units and providing all other services throughout all facilities as specified. Although the degree of services varies from facility to facility, some services are to be provided in each facility.

j) What is the pro-rata percentage of overhead and administrative costs that is applied to the Mental Health Contractor where other contractors provide services, e.g., somatic health, dental, pharmacy, etc.?

RESPONSE: The percentage of overhead and administrative costs pertains only to the provision of mental health services. The Contractor should not assume that it will bear any financial responsibly for the provision of any somatic health, dental or pharmacy services.

k) Please clarify how the Department defines and determines financial responsibilities and pro-rata rates for the Mental Health Contractor for overhead and administrative costs.

RESPONSE: The Department does not define and determine the financial responsibility for the Contractor's overhead and administrative costs. The Department is merely putting Offerors on notice that they should not expect to bill the Department anything other than the Offeror's Proposed CY (Contract Year) Price for the full provision of services under this Contract unless a Contract Modification has occurred.

34. Section 3.5.1.2 (p. 33). It is our understanding that the JI Building is currently scheduled for demolition. Please confirm.

RESPONSE: While there has been discussion of this possibility, nothing of this nature is currently scheduled. Accordingly, such a future possibility has no relevance to this RFP. As per Section 3.2.7 the Contractor is required to assist the Department in developing a transition plan if there is a mission change at any Department facility. Moreover, as per Section 2.6.1.1 if there is a material change in the Contract resulting from a contract modification, the Contractor may be entitled to a price adjustment for increased staffing resulting from that change.

a) If demolished, what are the Department's plans for both temporarily and permanently relocating the inmates detained at the JI Building?

RESPONSE: Please see the answer to Question 34.

b) If demolished, what are the Department's plans for both temporarily and permanently relocating the Mental Health Contractor's staff and equipment at the JI Building?

RESPONSE: Please see the answer to Question 34.

c) Is there a "step down" unit for the pre-trial population at BCDC? What is the current function of E Section? What responsibilities does the contractor have with respect to this unit?

RESPONSE: There is no Step down unit at BCDC; however, E Section is designed to house Inmates with MI. The State Mental health staff provides services to E Section. The Contractor must provide psychiatric coverage and medication monitoring on E Section.

35. Section 3.5.2 (p. 33). Please provide the staffing matrix by personnel type, hours, and shifts for the somatic staffing of the MCAC facility?

a) If staffed somatically, what is the staffing schedule of the somatic staff at the MCAC facility as it relates to Intake?

RESPONSE: Please refer to the DBM or DPSCS websites for the Inmate Medical RFP and review Attachment T for the somatic staffing at MCAC.

b) Who is responsible for mental health Intake at the MCAC facility?

RESPONSE: The Mental Health Contractor is responsible for the mental health intake at all Department facilities including MCAC. See Section 3.24.

c) What are the hours during which inmates arrive at the MCAC facility?

RESPONSE: The Department's agreement with the Federal Bureau of Prisons is that Inmates will arrive during the first shift (7am-3pm); however, in some circumstances, some Inmates may arrive outside those hours. See Section 3.24.

d) What is the usual duration of inmates at the MCAC facility?

RESPONSE: The usual duration of time is between one and twelve months.

e) Who is responsible for emergency medication administration during hours when somatic might not be available?

RESPONSE: Whereas there will be times when the Medical Contractor does not have staff On-site at MCAC, the Medical Contractor will always be required to send Staff when warranted. The Medical Contractor is responsible for emergency medication administration. During a psychiatric emergency the On-call Psychiatrist would provide the medication order which would be administered by the Medical Contractor's Staff On-Site.

f) Please describe the responsibilities associated with inmates on mental health medications going to Court from MCAC.

RESPONSE: Inmates going to Court will have their medication, including mental health medication, packaged and sent with the Inmate through the Medical Contractor's Staff.

g) Who is responsible for providing medications to officers in cases where inmate patients require medications during the day while away from the facility?

RESPONSE: See response to 35 f) above

h) Who is required to record that these medications were not returned with the officers?

RESPONSE: The Medical Contractor.

i) Please provide a copy of that part of the Agreement between the U.S. Government and the Department that specifies the requirements for medical and mental health services at MCAC.

RESPONSE: See Attachment BB

36. Section 3.5.2.1 (p. 33). What 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?

RESPONSE: According to the MCAC MOU (Attachment BB), the federal Inmates are treated in the same manner as State of Maryland Inmates

a) Does the Federal Marshall's office already have a UM program in place in conjunction with the "pre-authorization" requirement?

RESPONSE: No, not in Maryland DPSCS.

b) Will additional funds be made available to the Contractor in the event additional staffing is required by utilization management practices?

RESPONSE: Only in the event in a substantive change in the scope of work, implemented with a formal Contract Modification. See Section 3.6.1.1.

37. Section 3.5.2.1 (p. 33). The Contractor is required to "notify the Department's Contract Manager via email every time a federal Inmate has any inpatient Admission."

a) Does the term "Admission" apply to both somatic and mental health admissions?

RESPONSE: Per Amendment #1, Item #17 the term "inpatient Admission" in this Section 3.5.2.1 has changed to "Off-site hospitalization". Using the term "Off-site hospitalization" instead of "inpatient Admission", the requirement to "notify the Department's Contract Manager via email every time a federal Inmate has any Off-site hospitalization" only applies for mental health issues since the requirement is being stated in the context of a mental health contract.

b) Does inpatient admission include (i) referral to CMHC-J or IMHU, and/or (ii) referral by certification to DHMH?

RESPONSE: Again, using the term Off-site hospitalization in place of Admission, a referral would not be needed to CMHC-J or IMHU since they are On-site, but would be needed for a referral by certification to a DHMH State Psychiatric Hospital.

38. Section 3.6.1.3 (p. 34). This item states that as outlined in Section 3.10.3.1, "training for non-permanent employees of the Contractor or subcontractor(s) is not required."

a) How is the Department defining "non-permanent" employees?

RESPONSE: See Amendment 1, Item 26 for the definition of a Non-Permanent Employee.

b) As §3.10.3.1 relates to ACA compliance, please clarify as this contradicts ACA Standards 4-ALDF-7B-08 and 4-ALDF-7B-13, requiring orientation in order to perform mental health duties.

RESPONSE: The new requirements identified in Amendment #1, Item #8, are interpreted to satisfy ACA standards.

c) As §3.10.3.1 relates to NCCHC compliance, please clarify as this contradicts NCCHC Standard J-C-09, requiring orientation in order to perform mental health duties.

RESPONSE: The new requirements identified in Amendment #1, Item #8, are interpreted to satisfy NCCHC standards.

39. Section 3.7.1 (p.36). What is the DPSCS Manager/Director's timeline and process for reviewing credentials prior to the completion of the hiring process?

RESPONSE: For proposed hiring to be in place as of the Go Live Date, the process and timeframe shall be as described in Section 3.16.2.1 (submission of proposed hires within 30 days after Contract Commencement, with the Manager/Director having 10 days to respond,

etc.). Hiring after the Go Live Date shall following the process and timeframe described in Section 3.45.

40. Section 3.7.1 (p.36). May a person in an administrative position (e.g. Regional Medical Director) who possesses valid credentials also satisfy clinical hour requirements?

RESPONSE: The Department expects persons in administrative positions to devote sufficient time to complete their associated duties. To the extent the Contractor believes that a particular administrator with valid credentials can both satisfactorily perform his/her administrative duties and perform clinical requirements, with the written permission of the Director of Mental Health Services this individual will be permitted to satisfy clinical hour requirements. Please see Amendment #1, Item #18 that will permit this change.

41. Section 3.8.2 (p. 37). Does such a web-based document management system for credentials currently exist within the Department?

RESPONSE: No. Currently credentials are maintained as hard copy files

a) If so, will the new Contractor have access to current web-based information system?

RESPONSE: Please see response to Question #41 above

b) Please identify web-based document management systems acceptable to the Department.

RESPONSE: As per Section 4.4 Tab G, the Offeror is to propose its web-based document management system as per this section. If during the evaluation of an Offeror's proposal it is determined the Offeror's approach in this regard is not appropriate, as long as the Offeror remains in consideration for award, it will be so informed and permitted to revise its proposal.

42. Section 3.10.1.1.3.1 (p. 39).

a) What in-service training is required to be provided by the Contractor that is not exclusive to mental health services?

RESPONSE: Examples of non exclusive mental health services would include many of the items listed in Sections 3.10.1.2.5 and 3.10.1.2.6.

b) What is the required frequency and duration of the in-service training?

RESPONSE: The frequency of training is at a minimum annually. Prior to the Go Live Date the duration would be as described in the Offeror's Technical proposal as per Section 4.4 Tab D, item 9, or as required by Section 3.16.2.1. After the Go Live Date the duration would be as described in the updated annual plan as per Section 3.10.1.2.3.

c) Please identify locations where this training will be provided?

RESPONSE: Prior to the Go Live Date the training locations would be as described in the Offeror's Technical proposal as per Section 4.4 Tab D, item 9, or as required by Section 3.16.2.1. After the Go Live Date the training locations would be as described in the updated annual plan as per Section 3.10.1.2.3.

d) Are Other Healthcare Contractors required to provide in-service training to the mental health Contractor? If so, please describe what constitutes their in-service training.

RESPONSE: The Medical Contractor is required to provide in-service training to the Mental Health Contractor and its Staff and will provide its in-service training contents to the Mental Health Contractor and its Staff. Offerors can view the Inmate Medical Services RFP on the DPSCS and DBM websites; See Section 3.10 to view the contents of the required training.

e) Do the Other Healthcare Contractors have the same requirement to reserve 10% of their training space for Other Healthcare Contractors?

RESPONSE: The Medical Contractor is required to reserve 10% of its training space for Other Healthcare Contractors.

43. Section 3.10.1.2.5 (p. 40). Please confirm that the refresher competency training refers to the Mental Health Contractor's staff only.

RESPONSE: Confirmed

44. Section 3.11.1 (p. 43). This item states that the Mental Health Contractor shall utilize the Biometric Time Keeping System (System) being supplied by the Medical Contractor.

a) Is the Medical Contractor required to provide Mental Health Contractor access to the System?

RESPONSE: Yes

b) Will Mental Health Contractor have administrative rights to the System?

RESPONSE: Yes, the Mental Health Contractor will have administrative rights to maintain its own portion of the System.

c) Is there a cost associated with accessing this system?

RESPONSE: No, see response to Question #18.

d) Is the web-based staffing software solution referenced in Section 3.6.4 (p. 36) the same System described in this section?

RESPONSE: No, Section 3.6.4 is a staffing/scheduling system and not the same as the Biometric Time Keeping System. Also see the response to Question #21

e) If this is the same System, will the Mental Health Contractor be required to maintain a separate staffing software system?

RESPONSE: See response to d) above; it is not the same system.

45. Section 3.15 (p. 47). Are the Department's Policies and Procedures consistent and compliant with both NCCHC and ACA Standards?

RESPONSE: Yes

a) What software does the Department use to provide read-only, searchable Policies and Procedures documents?

RESPONSE: The Department uses Adobe software.

46. Section 3.16.3 (p.47). At the Department facilities that are not ACA accredited and where the Contractor is obligated to be ACA Standards Compliant, is the Mental Health Contractor required to compile and submit Performance-based Outcome Measures (Statistical Data), or limit compliance to actual performance standards?

RESPONSE: While the Department desires to have services implemented under this Contract in the form of evidence based programs, Performance-based Outcome Measures are not required.

47. Section 3.16.3(1) (p 48). What is the current state of compliance with the mental health aspects of the Memorandum of Agreement with the Department of Justice and the partial settlement in DuVal?

RESPONSE: Mental Health has reached full compliance with the noted exceptions concerning first dosing of psychotropic medication at in-take and coordination between the Medical and Mental Health Contractors.

a) Have any issues relating to the physical environment (access to bathrooms; isolation cell in IMHU) been resolved?

RESPONSE: Physical plant environment is not the responsibility of the Mental Health Contractor.

b) To what extent are the physical plant issues the responsibility of the mental health contractor?

RESPONSE: Physical plant environment is not the responsibility of the Mental Health Contractor.

48. Section 3.16.3(1) (p 48). In the event of future Consent Decrees that might require additional staffing, will the Mental Health Contractor be able to negotiate their contract to address any additional costs?

RESPONSE: Consistent with Section 3.6.1.1, if it is determined that compliance with a Consent Decree constitutes a material change in circumstances, a Contract Modification by the Procurement Officer will be issued.

49. Section 3.16.5 (p. 48). With regard to the Mental Health Contractor's responsibility to respond as requested to Custody "Use of Force" and similar incidents to evaluate and treat Inmates and staff, as necessary:

a) How will the requests be made? Are they verbal or in writing?

RESPONSE: Typically via phone call.

b) By whom would such requests be made?

RESPONSE: Typically by State staff. Also see the responses to Questions #49 c and #32 e).

c) Can the somatic Contractor require the Mental Health Contractor to respond to such requests?

RESPONSE: Whereas the Medical Contractor cannot literally "require" the Mental Health Contractor to respond, if the Medical Contractor requests assistance from the Mental Health Contractor, the Mental Health Contractor is expected to comply. However, any such request would typically come from State Staff.

d) Please describe what constitutes "Use of Force?"

RESPONSE: Per definition 1.2.93, Use of Force is a correctional term describing a response to any incident in which legal deterrent force was required to be applied such as physical restraining or extraction of an Inmate.

e) What is the timeframe for the Mental Health Contractor to respond to such requests?

RESPONSE: There should be an Immediate (See 1.2.38) response unless otherwise indicated with the request.

f) What is the Department's definition of "good mental health practice" as it relates to the Mental Health Professional's actions?

RESPONSE: Good mental health practice is providing all services in accordance with the RFP, Policies and Procedures, and professional standards associated with the individual's licensing, standards and ethics; i.e., treatment that is evidence based.

50. Section 3.17.1 (p. 49). The Mental Health Professional shall treat and stabilize persons on-site at the Department facilities requiring emergent or urgent psychiatric care, including Inmates, employees, and visitors.

a) Please define "treat and stabilize" as it applies to this section of the mental health RFP.

RESPONSE: While as it is impossible to provide a comprehensive definition of these terms, guidance would be as follows: typically, the Mental Health Professional would respond to an emergency critical situation or serious decompensation by providing psychiatric first aid to involved individuals and referring them for more acute care. For Inmates, the response should be in accordance with RFP Section 3.17.1. (See Amendment 1, Item 11.) For State employees and visitors the response should be in accordance with RFP Section 3.17.2. Follow-up referrals for State employees or visitors could be tothe State's employee assistant program (for State employees) or other appropriate mental health providers (for either State employees or visitors).

b) Please define "employees" and "visitors" as it applies to this section.

RESPONSE: For the definition of employees as it pertains to this Section, please see the change to Section 3.17 changed in Amendment #1, Item #11. A visitor is a person On-site at a

Department Facility who is not an Inmate, a State Employee, or an employee of any other Contractor.

c) What level of treatment would the Mental Health Contractor be expected to deliver to anyone other than an Inmate?

RESPONSE: See the above answer to Question 50 a) and revised language in 3.17.2 per Amendment #1, Item #11.

d) What follow-up care would the Mental Health Contractor be required to provide to anyone treated other than an Inmate?

RESPONSE: None. See the above answer to Question 50 a) and revised language in 3.17.2 per Amendment #1, Item #11.

e) Is it the Department's intent for the Mental Health Contractor to be providing emergent psychiatric care to Department employees, employees or any other Contractor, and/or visitors, thereby making such individuals the Mental Health Contractor's "patients?"

RESPONSE: Yes, the Contractor is to provide emergent psychiatric care to Department employees, employees of any other Contractor, and/or visitors. However, providing such emergent psychiatric care is not intended to make such individuals the Mental Health Contractor's "patients". See revised Section 3.17 in Amendment #1, Item #11.

f) Who determines when an individual is in emergent psychiatric need?

RESPONSE: State Mental Health Staff, Other Healthcare Contractors and/or the Warden may refer an individual for emergency support. The Mental Health Professional determines the nature and level of intensity of the need.

f) Please define "as appropriate" with regard to providing emergent psychiatric care to anyone other than Inmates, as it applies to this section.

RESPONSE: See revised Section 3.17 in Amendment #1, Item #11.

51. Will the Department utilize a Crisis Response team at any of its facilities? If so, under what circumstances?

RESPONSE: The Department is in the process of re-establishing Crisis Response teams and likely will have them established by the end of the first Contract year. In this event, the Department will be less likely to call upon the Contractor for emergency/critical incident responses; however, even after the establishment of such teams, the Contractor may still be called upon to provide the services required under the revised Section 3.17, as contained in Amendment #1, Item #11.

52. Section 3.20.3 (p. 51). What software does the Department currently utilize to provide read-only, searchable approved minutes?

RESPONSE: Adobe Software. See Response to Question #45 a).

53. Section 3.21.1.1.1 (pp. 51-52).

a) Please confirm that "physiological evaluations" should read "psychological evaluations."

RESPONSE: Confirmed, physiological should read psychological. See Amendment #1, Item #21.

b) Does this requirement apply only to the Mental Health Contractor?

RESPONSE: Although State personnel perform psychological testing, the Mental Health Contractor will bear only the costs of those tests it uses itself.

c) Are such tests required to be provided on a regular schedule? If so, please describe.

RESPONSE: No, testing is provided on an as needed basis.

54. Attachment O – Staffing Matrix. The third and fourth pages of this attachment are duplicates of the first two pages with the exception of the Hourly Rate column. One set has an hourly rate column that is blank; the other set has a duplicate FTE column.

a) Which staffing matrix applies?

RESPONSE: A revised Attachment O-Staffing matrix was provided in Amendment 1, Item 28.

b) Is there a set with the Hourly Rate? If so, can we receive it?

RESPONSE: Hourly rates are set by the Contractor. Currently hourly rates are proprietary to the current Contractor and cannot be provided.

c) Please provide the legends for the single asterisk (*) and the double asterisk (**) on the third and fourth pages.

RESPONSE: The single asterisk (*) and the double asterisk (**) on the Attachment O are not applicable to this RFP; they are only applicable to the current contract.

55. Section 3.21.1.4 (p. 52).

a) Please provide an inventory of all equipment for on-site storage and medication carts that will remain onsite for the Mental Health Contractor.

RESPONSE: Please see Attachment I – Mental Health Inventory/Condition

b) Does the storage equipment have double locks as required by NCCHC standards?

RESPONSE: Yes

c) Please provide a list of current equipment that needs to be replaced immediately by the Mental Health Contractor.

RESPONSE: At this time, the Department is not aware of any current equipment that needs to be immediately replaced. But this answer is not a guarantee that the Contractor upon contract commencement may not determine that it is appropriate to replace one or more pieces of equipment.

d) Is the Medical Contractor responsible for medical supplies at IMHTUs?

RESPONSE: No, the Mental Health Contractor is responsible for any medical supplies needed in the IMHTUs.

e) Is the Medical Contractor responsible for the inventories at IMHTUs?

RESPONSE: The Medical Contractor is responsible for the taking of inventories within each Facility. The Mental Health Contractor is responsible for participating in such inventories.

f) Is the Mental Health Contractor responsible for the medication carts, including those with somatic medication?

RESPONSE: The Mental Health Contractor is responsible for the medication carts, including those with somatic medication that are located in the IMHTUs.

g) Is the Medical Contractor responsible for responding to crises at IMHTUs?

RESPONSE: Yes, if a crisis is in some way medically related. No, if a crisis is strictly related to a mental health issue.

h) Please identify all Department buildings where somatic staffing is not present.

RESPONSE: Every facility has somatic staffing that rotates throughout all buildings within the facility.

56. Section 3.21.1.4 (page 52). Is the contractor responsible for the medication carts in the IMHTUs including those containing somatic health medications?

RESPONSE: Please see response to Question #55 f).

57. Is Advanced Cardiac Life Support (ACLS) certification required for mental health nurses in IMHTUs?

RESPONSE: No. While such certification may be valuable for at least some IMHTU nursing staff, the only specific requirement of the RFP (See Section 3.2.15) is that, at a minimum, all On-site Staff must have CPR training.

58. Section 3.22.1.1 (p. 54). Please confirm that the parenthesized acronym following "Mental Health" the second line reading "MI," should read "MH".

RESPONSE: Yes, it should read MH (Mental Health). See Amendment #1, item #19

a) Please define the process, procedure and criteria by which the Department requires the Mental Health Contractor to provide services to Inmates requiring mental health services.

RESPONSE: The process and procedure for referral to the Mental Health Contractor can come through sick call slips or by consult requested by Medical Providers or State Mental Health Professionals. For Inmates who do not suffer from a SMI or MI, the referral may be a result of a situation, such as an Inmate who has received bad news, like the death of a family member or any traumatic incident and could benefit from short term psychiatric services. This would only be after the State Mental Health Professionals had seen the Inmate.

59. Section 3.22.4 (p. 54).

a) Please confirm that only 4,000 inmates of the Department's inmate population have at least one (1) diagnosable mental illness.

RESPONSE: The Department has estimated that approximately 4,000 Inmates have at least one diagnosable mental illness.

b) Is this number according to the current vendor or according to the Department's own assessment through State mental health professionals?

RESPONSE: This number is according both the current vendor and the Department's State Mental Health Professionals.

c) Does this number exclude anti-social personality disorder? Are there any other exclusions?

RESPONSE: Yes, this excludes anti-social personality disorder. All other DSMI-IV diagnoses are included in this number.

d) Please describe the method and source of data used to determine these statistics.

RESPONSE: The source of the data is the EHR. The method is individual psychology departments and the maintenance of a Chronic Care database completed by the vendor.

e) Please confirm that only 280 inmates of the Department's inmate population experience a serious mental illness (SMI) as defined by the Department.

RESPONSE: Per Section 3.22.4, 280 is an approximation of those Inmates that experience a SMI.

f) Please describe the method and source of data used to determine these statistics.

RESPONSE: The source of the data is the EHR. The method is individual psychology departments and the maintenance of a Chronic Care database completed by the vendor.

60. Section 3.22.5.1 (p. 55). Please define "outpatient services." Is the Department referring to services provided within an institution for patients within general population (as opposed to inmates assigned "inpatient" to CMHC-J or IMHU)?

RESPONSE: Outpatient services refer to mental health services provided to any Inmate who is not in an IMHTU. Please see the definition for Outpatient Services in Amendment #1, Item #13.

61. Section 3.22.5.1 (p. 55). Please describe how the "needs of the institution" are determined.

RESPONSE: The needs of the institution are based upon the size of the population, the percentage of Inmates with MI and the schedules (count rounds, meal time, visitation, etc) of individual institutions.

62. Section 3.22.5.1 (p. 55). Does BCBIC include WDC, or is the reference to MCI-W intended to be to WDC?

RESPONSE: The question refers to Section 3.22.5.2, not 3.22.5.1. Per Section 3.5.1.2, BCBIC does not include WDC; however, for intake purposes, BCBIC covers WDC. The inclusion of MCI-W in 3.22.5.2 is confirmed as being intentional.

63. Section 3.22.5.3 (p. 55). Please clarify the requirement for Intake services on-site, seven (7) days per week, eight (8) hours per day.

a) Is this requirement limited to a single shift per day?

RESPONSE: Typically, Intake services at MRDCC and MCAC are conducted during the day shift. However, there may be rare times when an Intake may come in at off hours and the Contractor shall be asked to come in and complete the Intake. Typically, the situation will be as described in the answer to c) of this question below.

b) Can the number of hours and shift be increased?

RESPONSE: Offerors may propose an increase in the number of hours and shift. If accepted by the Department, an increase in hours or shift shall be coordinated with the Institution's Custody Staff and the State Mental Health Staff. This coordination is due to scheduling and space limitations.

c) If the Mental Health Contractor is to provide Intake services at MRDCC and/or MCAC at times other than the regularly scheduled shift, how much advance notice is given?

RESPONSE: As per 3.24.2, all new admissions to any DPSCS facility must receive an assessment within 24 hours of admission. Since MRDCC and MCAC per section 3.22.5.3 are required to have 7-days a week On-site Staff coverage, the Contractor should be able to accommodate both requirements as a matter of routine.

d) What is the process for notification for Intake services during non-scheduled hours.

RESPONSE: Except for emergency circumstances (See revised Section 3.17 per Amendment #1, Item #11), notification will be through a routine report (commonly called a Traffic List) provided at the beginning of a shift of Inmates to be seen during that shift.

e) Please provide the statistics for the most recent 12 months of requests for Intake services during times other than the regularly-scheduled shifts.

RESPONSE: Such a list is not maintained and based upon the responses for Question 63 c) and d) above, the question has no relevance.

64. *Section 3.22.5.6 (p. 55). Please clarify what is expected of the Mental Health Contractor in terms of "development and monitoring of necessary tracking systems."*

RESPONSE: On a monthly basis, the Department will provide the contractor with a list of all Inmates scheduled for release within the next 12-24 months. On the basis of this monthly report, the Contractor should develop its own database that tracks Inmates starting at the nine-month prior to release point. The release database could be simply an excel spreadsheet created and maintained by the Contractor. Based upon that schedule, the Contractor should commence release coordination as described in section 3.28.3.

However, there will be times when an Inmate is released by the Courts or by Parole and Probation earlier than as contained on the Department's release schedule. Upon notice of such accelerated release the Contractor must update the release database in sufficient time to ensure that all required release activities are performed as of the release date. For instance, pursuant to the DPSCS Policy on Release Planning (Administrative Manual Chapter 9, Continuity of Care), it is stated that the Contractor staff should expect, at a minimum, 30 days notification of expected releases.

The requirement to do release planning within whatever advance timeframe is provided will be reflected in an upcoming RFP amendment.

a) Does the information to be tracked reside in the current EHR system?

RESPONSE: No, the information does not reside in the current EHR system.

b) Does the current EHR system have the ability to "flag" or notify the Contractor of an expected release?

RESPONSE: No, but as explained above, the Contractor will receive notification as explained in response to Question #64 above.

65. *Section 3.22.7 (p. 56).*

a) Please clarify whether the cost of laboratory tests performed to determine whether there are somatic side effects to mental health medications are to be borne by the Mental Health or Somatic contractor? What about labs drawn in conjunction with a patient who has both a present somatic need and is also on mental health medications?

RESPONSE: The cost of laboratory tests are borne by the Contractor that orders the test regardless of the reason that a test is ordered.

b) Please clarify when lab results must be recorded in the EHR. Item 3.22.71 states that lab results need to be recorded in the EHR within 24 hours. Item 3.22.7.4 states that lab results need to be recorded in the EHR within 48 hours.

RESPONSE: Both Sections 3.22.7.1 and 3.22.7.4 do not have the exact words of question 65 b). Section 3.22.7.1 requires that all lab results must be transmitted electronically to the EHR within 24 hours. Section 3.22.7.4 requires that within 48 hours of receipt of the lab results from the laboratory firm a Mental Health Professional shall review all lab tests results and the interpretation of those results shall be documented in the EHR. These two time frames are not in conflict and are confirmed as being intended Contract requirements.

c) Please define "critical results" as it applies to this section.

RESPONSE: Laboratory Critical Results refer to a level that will require an intervention urgently but not emergently. The urgent level is one that is above the normal range but not toxic. See Amendment #1, Item #14 for the added definition of "Critical Results".

d) Please identify the credentials of the "nurse" to receive STAT lab results, as stated in this section.

RESPONSE: The nurse can be any licensed nurse regardless of level.

e) Are all lab results to be received in electronic form?

RESPONSE: Yes, within 24 hours of the result.

66. Section 3.22.7.5 (p. 56). This item states, "Inmates shall be scheduled to review critical lab results with a Mental health Professional within two (2)." Please clarify the time standard to which two (2) refers.

RESPONSE: It refers to two (2) days and should state "two (2) days of receipt of those results". Please see Amendment #1, Item #20.

a) Please clarify if the Statewide Mental Health Director in this item is referencing the Mental Health Contractor's personnel or that of the Department.

RESPONSE: Statewide Mental Health Director is referencing the Contractor's personnel and is clarified in Amendment #1, Item #20.

67. Section 3.23.4.2 (p. 59). Will the current Mental Health Chronic Care Clinic database be made available to the Contractor?

RESPONSE: The requirement for the database to be transferred by the current Contractor is not in the current Contract; however, the Contract Manager will supply the new Contractor with the information contained in the database.

a) Please define individuals in need of mental health chronic care.

RESPONSE: Any Inmate diagnosed with Mental Illness that is not being treated in an IMHTU.

68. Section 3.24.1 (p. 60). Please identify the process and criteria required for a State psychologist to make a referral to a Mental Health Contractor Psychiatrist.

RESPONSE: The criteria for a State Psychologist to make a referral of an Inmate to a Mental Health Contractor Psychiatrist is that the Inmate has a diagnosable Mental Illness that could potentially benefit from a psychotropic medication. The process is that the State Psychologist contacts the individual in charge of the psychiatric schedule. Together they triage the importance of the referral and place the Inmate on the Psychiatrist's schedule.

69. *Who is responsible for providing Mental Health Contractor staff with training on the Department's EHR system, NextGen?*

RESPONSE: Per Section 3.37, the Medical Contractor is responsible for insuring an initial training program for potential EHR users, as well as for additional training relative to any future upgrade of, or change from the current EHR, and for providing periodic refresher or remediation training.

70. *Section 3.25.4 (p. 63). Please clarify the Department's expectation of the Mental Health Contractor with regard to the number of beds and staffing hours at the Step Down/Transition Unit. What is the bed allocation for each of the functions?*

RESPONSE: The Contractor shall deliver psychiatry services to a 64 bed State run mental health Step Down/ Transition Unit (32 beds for each function) run by State Mental Health Professionals at Patuxent. The Contractor's responsibility in this regard shall consist of seeing each Inmate at a minimum of every 90 days (as per 3.23.4.3) and responding to referrals from State Staff as per Section 3.22.1.1 and 3.22.3. See Amendment #1, Item #15.

a) *Is there an obligation to provide psychiatric services at any Step Down or Transition unit at any place other than Patuxent?*

RESPONSE: No

b) *Please provide statistics for the most recent 12 month on the number of Psychiatrist hours provided at the Patuxent Step Down/Transition Unit.*

RESPONSE: The Department does not have this information.

71. *Section 3.37.1 (p. 75). This item states that the "Contractor shall maintain a HIPAA compliant confidential, secure Patient Health record for each Inmate to include all encounters and lab and medication orders."*

Please clarify this statement as it is believed to be in contradiction with the requirement the Contractor use the Department's Electronic Health Record system.

RESPONSE: The current electronic health record provided by Nextgen is programmed and designed to meet HIPPA requirements. So, there is no contradiction.

72. *Section 3.37.3.1 (p. 75). Please clarify how the Mental Health Contractor will keep electronic medical records during the first 40 days of the contract while NextGen training is being completed?*

RESPONSE: The question is confusing the term Contract Commencement as described in 1.4.2 with the Go-Live Date described in 1.4.3. The Contract Commencement date is the date that

the Contractor will commence Contract start up activities. It is anticipated there will be at least 60 days between the date of Contract Commencement and the Go-Live Date, which is the date by which the Contractor will begin providing the full gamut of services under the Contract. The 40 days in 3.37.3.1 states "40 days after Contract Commencement". Accordingly all training is to be completed likely at least 20 days before the Go-Live Date, and there will be no need to keep electronic medical records prior to the Go-Live Date.

73. Section 3.37.3.2 (p. 75). Who, specifically, is responsible for training the "pool of Super Users"?

RESPONSE: Per Section 3.37.3.2.1, the Medical Contractor is responsible to provide NextGen Super User training. However, the Mental Health Contractor is responsible for coordinating with the Medical Contractor the initial training of its Super Users.

a) Please describe how the training for the "pool of Super Users" differs from the training of all other Contractor employees.

RESPONSE: Per definition 1.2.89, Super Users are Contractor's staff with an enhanced level of training and skills in the application of the EHR who act as problem-solvers for system inquiries at the facility level. This training is above that of all other Contractor employees.

74. Section 3.37.3.3 (pp. 75). Please provide a copy of the currently utilized "downtime" procedures.

RESPONSE: The current procedure is that during downtime, all pertinent information must be hand written on paper and when the system becomes available, the information is to be entered into the EHR. Although this is the current procedure, Offerors can propose a different downtime procedure using the latest technology.

75. Section 3.37.4 (p. 75). As the Medical Contractor is the designated custodian of records, is it correct to assume that the Medical Contractor is responsible for responding to "Freedom of Information" requests and Health Information Records requests?

RESPONSE: Information requested under the Freedom of Information Act (which in the State of Maryland is termed "Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland" - See Section 1.20) requests may only be made to the Department. Accordingly, any such requests would be responded to by Department personnel.

Health Information Record requests shall be responded to by the Medical Contractor, but only in accordance with HIPPA requirements.

a) Are requests for Medical Records from external providers (providing services to inmate patients out of facility) to be forwarded to the Medical Contractor?

RESPONSE: Yes

b) Please describe how such requests are tracked.

RESPONSE: The Medical Contractor's Medical Records Department keeps an electronic record of such requests.

76. Section 3.37.4(1) (p. 76). What documents are considered not feasible to be maintained in the EHR by the Department? Is the System capable of storing scanned documents?

RESPONSE: Since the Department has a scanning capacity for EHR, all documents are considered feasible to be maintained in the EHR.

77. Section 3.38.3.2 (pp. 77-78). What are the back-up capabilities (offsite, storage, power, etc.) to make the database(s) secure and function?

RESPONSE: The EHR is stored within the DPSCS Citrix Center and backups are run daily

78. What is the MDPSCS's targeted award date for the contract?

RESPONSE: The Department plans to bring the proposed contract award to the Board of Public Works for approval on the April 18th Agenda. An award is made after the circumstances described in 1.4.1 have occurred (the BPW approves the proposed new contract award and the Department signs the contract).

79. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the MDPSCS has assessed against the incumbent vendor over the term of the current contract.

RESPONSE: FY07 $130,000 (Settlement), FY08 $86,000 (Settlement), FY11 $24,783 (Direct Damages). The Department is unable to provide a further breakdown or additional information regarding Liquidated Damages. No damages, etc. of any kind were assessed in FYs 09 and 10.

80. How many lawsuits pertaining to inmate mental health care at any of the facilities — frivolous or otherwise — have been filed against the MDPSCS and/or the incumbent mental health provider in the last three years?

RESPONSE: Please see the link for the Maryland Judiciary Case Web Search as follows: http://casesearch.courts.state.md.us/inquiry/inquiry-index.jsp. The website provides public access to a searchable database of case records filed in Maryland courts Statewide.

81. Please provide a listing of the current mental health service vacancies by position for each of the facilities.

RESPONSE: Any attempt to answer this question will merely reflect a snapshot in time of vacancies, with the result that improper inferences might be made as to the difficulty of filling such vacancies. Accordingly, we will merely respond that there are no noteworthy, longstanding, hard-to-fill current staff vacancies.

82. Please provide current wage/pay/reimbursement/seniority rates for incumbent mental health service staff at each of the facilities.

RESPONSE: This is confidential information of the current Contractor and cannot be disclosed

83. Please confirm that the time mental health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

RESPONSE: Yes the time health services staff members spend in orientation and in-service training will count toward the hours required by the contract (i.e. the 96% fill rate), as long as the special trainings stated or required by facility accreditations are covered by the routine trainings. Time for continuing education classes will not count toward the hours required by the contract.

84. Please confirm that hours provided via telemedicine by appropriate Mental Health Professionals will count toward the required staffing matrix hours.

RESPONSE: Yes, confirmed

85. Please confirm that the Mental Health Provider is not financially responsible for the maintenance, repair, line fees, and replacements of telemedicine equipment.

RESPONSE: Yes, confirmed

86. How does the mental health unit staff at each of the MDPSCS facilities currently access the Internet: through a facility network or through connectivity provided by the incumbent Contractor?

RESPONSE: The DPSCS will provide a LAN/WAN for connectivity for providers. Existing tele-medicine connectivity for DPSCS facilities and outside facilities are separate data lines as outlined on Attachment Z-1 (released in Amendment #3) for the Inmate Medical RFP (which can be viewed on the DBM and DPSCS' websites) and will be provided by DPSCS.

a. Who is financially responsible for such Internet access?

RESPONSE: The Department.

87. Please confirm that the Mental Health Provider will bear no financial responsibility for EMR licenses, laptops, computers, or software required in the operation of the EMR.

RESPONSE: Yes, confirmed.

88. We understand that the populations we are asked to use for the purposes of this bid are 4,000 for the first year, 4,100 for the second year, and 4,200 for the third year. Please provide mentally ill inmate population for the past three (3) years.

RESPONSE: See the response to Question #59 a).

89. Please provide the average number of inmates with a DSM-IV diagnosis for each of the four (4) past years.

RESPONSE: See the response to Question #59 e).

90. There has been conflicting information regarding the Service Delivery Areas (SDAs) and which facilities fall into these areas. Please clarify the number of SDAs and the facilities that fall within each one.

RESPONSE: The Department is not aware of any conflicting information; The information provided in Section 3.5.1.1 is confirmed as being applicable for this RFP.

91. In RFP Section 3.17.1, the RFP states that "The Mental Health Professional shall treat and stabilize persons on-site at Departmental Facilities requiring emergent or urgent psychiatric care, including Inmates, employees, and visitors." Please provide the number of employees and visitors that have received emergent and/or urgent psychiatric care in the past two (2) years.

RESPONSE: None.

92. We understand that, as per RFP Section 3.21.1.4, that the mental health vendor is responsible for storage equipment and medication cards for the delivery of medications to the inmate population. Will any equipment from the incumbent mental health vendor be made to the new vendor? If yes, please list the equipment and quantity of such equipment that will be made available.

RESPONSE: See the inventory listed in Attachment I

93. Please complete the rest of the last sentence in RFP Section 3.22.7.5, as it was not complete in the RFP. "Inmates shall be scheduled to review critical lab results with a Mental Health Professional within two (2) _____."

RESPONSE: Please see response to Question #66

94. As per RFP Section 3.22.7, we understand that the Mental Health Provider will be responsible "for all costs related to laboratory blood tests ordered by Mental Health Professionals, including blood draws, lab tests and lab results completed for mental health reasons." Please provide the amount that has been spend each year on mental health labs for the past 3 (three) years.

RESPONSE: See response to Question #4

95. RFP Section 3.36.1 states that "a Mental Health Professional will provide trauma assessment and counseling to any affected Inmate, any Staff member, State staff or visitor regarding any allegations or complaints of sexual assault". Please provide the number of times any employee (vendor and/or state) and visitor has received trauma assessment and counseling in the past two (2) years.

RESPONSE: None

96. At the pre-proposal conference, it was stated that Psychologists and LCWSs were state employees. In RFP Attachment O, both Psychologists and LCSWs appear on the staffing matrix. Please clarify if these positions are State Employees or if they need to be vendor employees and listed on our matrix.

REPONSE: Yes, there are State employees who are Psychologists and LCSWs; however, that is not to say that the Contractor cannot use their own Psychologists and LCSWs. However, as per Amendment 1, Item 6, proposed Social Workers must be LCSW-Cs.

97. Upon review of the Staffing Matrix in RFP Attachment O, it also appears that both Jessup and Western have been duplicated. Please provide an updated RFP Attachment O.

RESPONSE: A revised Attachment O was provided in Amendment 1, Item 28.

98. Please provide the number of psychiatrists the DPSCS would like to be on-call for this contract. In addition, please confirm that a Nurse Practitioner may provide on-call duties in lieu of a psychologist?

RESPONSE: As per RFP Section 3.18.1, there must be an On-call Psychiatrist or Mental Health Nurse Practitioner available at all times. Ideally, there should be a Psychiatrist or Mental Health Nurse Practitioner in each region to cover all facilities. The number of Psychiatrists or Mental Health Nurse Practitioners On-call at any time shall be whatever number is sufficient to meet the physical On-site response timeframes identified in Section 3.18.2.2. It is not confirmed that a "Nurse Practitioner" may provide on-call duties in lieu of a "Psychologist".

99. We understand that there is a required 96% position fill rate. Please confirm that at the sites, if a vendor has a 95% fill rate the liquidated damages deduction will be 1% to the 96% requirement.

RESPONSE: Yes, confirmed for those positions with a 96% fill rate. However, there would be a 4% deduction for positions with a 100% fill rate.

100. The RFP refers to RFP Attachment X – Contract Compliance Checklist, but we have not received this document. Please provide RFP Attachment X.

RESPONSE: Attachment X will be provided in a forthcoming Amendment.

Remember proposals are due on January 31, 2012 no later than 2:00 p.m. If there are questions concerning this solicitation, please contact me via e-mail at ptracey@dbm.state.md.us or call me at (410) 260-7918 as soon as possible.

Date Issued: 01/18/2012

By:

Patti Tracey
Procurement Officer