



Department of Public Safety and Correctional Services

Office of the Secretary

300 E. JOPPA ROAD • SUITE 1000 • TOWSON, MARYLAND 21286-3020
(410) 339-5000 • FAX (410) 339-4240 • TOLL FREE (877) 379-8636 • V/TTY (800) 735-2258 • www.dpscs.maryland.gov

STATE OF MARYLAND

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GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

STEPHEN T. MOYER
SECRETARY

WILLIAM G. STEWART
DEPUTY SECRETARY
ADMINISTRATION

J. MICHAEL ZEIGLER
DEPUTY SECRETARY
OPERATIONS

Amendment #1 to Request for Proposals (RFP) Inmate Medical Care and Utilization Services Solicitation No. Q0017058 February 8, 2017

This Amendment is being issued to change provisions of the RFP. All information contained in this Amendment is binding on all Offerors who respond to this RFP. The changes to the RFP are listed below. New language is underlined and marked in red bold (ex. **new language**) and language deleted has been marked with a bold ~~strikeout~~ (ex. language ~~deleted~~).

1. Revise Section 1.2 (**Abbreviations and Definitions**) by adding the following:

148. Overhead Percentage – A percentage specified in the Offeror’s Financial Proposal that includes employee benefits (including the employer share of payroll taxes) and overhead.

2. Revise section 1.41 (**Veteran-Owned Small Business Enterprise Goal**) as follows:
(off-site secondary medical care to be excluded)

A VSBE participation goal of one (1) % of the total Contract dollar amount has been established for this procurement. **The goal shall be applied to the total Contract value excluding the cost of Off-site Secondary Care/Hospitalization. In order to calculate this Off-site Secondary Care/Hospitalization exclusion, with each monthly VSBE report the Contractor shall separately identify all Off-site Secondary Care/Hospitalization costs incurred for that reporting period. The Department reserves the right to require documentation of all such Off-site Secondary Care/Hospitalization costs.**

By submitting a response to this solicitation, the Bidder or Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

3. Revise Section 3.2.1 (**Scope of Work – General**) as follows:

The Contractor shall provide all medical services, Staff, equipment (except as excluded herein), and supplies (other than On-site medications), On-site and Off-site specialists, specialty clinics (both On-site and Off-site), Off-site hospitalization and other secondary care, transportation services for Off-site care for all Inmates, including Inmates in CMHCs

and transportation costs as provided in Section ~~3.75~~ **3.22**. The Contractor shall also provide utilization review and management of all medical care rendered On and Off-site. The total compensation for all services and equipment to be provided by the Contractor shall be as proposed by the Offeror in **Attachment F** including the Contractor's share of costs under Sections 3.19, 3.22.4, 3.22.5, and 3.32.6 of this RFP.

The Contractor shall not be responsible for autopsies, ~~contraceptive care including~~ elective vasectomy (or reversal), ~~and~~ tubal ligation (or reversal) except for tubal ligation postpartum, experimental care, ~~cosmetic surgery~~, or neonatal or newborn care after delivery. The Contractor shall not be responsible for cosmetic surgery or elective care unless approved through the Contractor's UM Program. Plastic surgery that is not cosmetic (e.g., removal of infected keloids) is the responsibility of the Contractor. Contractor shall be responsible for contraceptive implant and intrauterine devices.

The Contractor shall provide medical services for Inmates diagnosed with gender dysphoria by the Mental Health Contractor in accordance with Directive OPS.131.0001- Identification, Treatment and Correctional Management of an Inmate Diagnosed with Gender Dysphoria (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=1467>). The Contractor shall be responsible for gender re-assignment surgery if there is a clinically approved indication for reassignment based on an external review and a recommendation from the gender dysphoria committee.

Utilization Management Reports for Fiscal Years 2015 and 2016 are provided as **Attachment T**. **Attachment U** lists the top 20 diagnoses and the top 20 Off-site providers for Fiscal Year 2014 – Fiscal Year 2016.

4. Revise Section 3.6.2 (**Contractor Staffing**) as follows:

Upon thirty (30) days written notice, at any time during the Contract term, the Department's Chief Medical Officer may direct the Contractor to re-allocate positions among facilities with no increase in cost. Upon thirty (30) days written notice, at any time during the Contract term, the Department's Chief Medical Officer may direct the Contractor to add or reduce positions. If positions are added, the Contractor shall be entitled to an increase in the Contract price based on the minimum hourly rate specified in the Contractor's Technical Proposal for such position adjusted by the Overhead Percentage multiplied by the number of hours that the position will be filled in a Contract Period. If positions are eliminated, the Department shall be entitled to a decrease in the ~~in~~ price based on the minimum hourly rate specified in the Contractor's Technical Proposal for such position adjusted by the Overhead Percentage multiplied by the number of hours that the position will be unfilled in a Contract Period. Any added positions shall be included in the Fill Rate and any eliminated positions shall be removed from the calculation of the Fill Rate.

5. Revise Section 3.6.7 (**Contractor Staffing**) as follows:

In addition to the liquidated damages for failure to achieve a 96% fill rate, if a Clinician vacancy exists for more than 30 days and the Contractor fails to engage replacement personnel, beginning on the thirty-first (31st) day and continuing each day

until such time that the position is filled, the Contractor shall pay liquidated damages equal to the **minimum** hourly rate for such position listed in the Contractor's Technical Proposal **adjusted by the Overhead Percentage and multiplying the hourly rate by eight multiplied by the number of hours for which the position is vacant.**

6. Renumber section 3.20 (**Equipment Inventory**) as 3.20.1 through 3.20.9.

7. Revise Section 3.22.4 (**Ambulance/Transportation Services**) as follows:

The Contractor shall pay in-State transportation costs (including any charges by any municipal or governmental jurisdiction for ambulance or Medivac services but excluding transportation provided by Departmental personnel in Departmental vehicles) for Inmates up to a maximum of \$400,000 for each Contract Period with an escalation of 10% per year for the 2nd through 5th Contract Periods. Costs in excess of the Contract Period limit shall be the responsibility of the Department for the remainder of the respective Contract Period. The Contractor must itemize any transportation costs in excess of the above stated limit per Contract Period on any invoice to the Department. When submitting an invoice for excess transportation costs, the Contractor must include a detailed list of all transportation costs that total the Contract Period limit. Total transportation costs of ~~\$415,085.07 and \$556,569.00~~ **\$790,228.59 and \$975, 834.64** were incurred during FY15 and 16.

8. Renumber sections 3.30.6 through 3.30.7 (**Chronic Care**) to be 3.30.6 through 3.30.8.

9. Revise section 3.36.1 (**Specialty Care – Physical Therapy**) as follows:

The Contractor shall provide physical therapy services to all Inmates requiring such services by Clinician order. On-site physical therapy shall be provided at ECI, JCI, MTC and WCI and ~~remote~~ **Off-site** physical therapy shall be provided at all other facilities. The Contractor shall provide a quarterly report of all referrals and all services provided.

10. Revise Section 3.42.6 (**Release**) as follows:

In addition to enrolling Inmates in the presumed eligible program for Medicaid, the Contractor **utilizing a consumer assistance organization approved by the Maryland Health Connection** will provide a Medicaid enrollment program for Inmates ~~utilizing a consumer assistance organization approved by the Maryland Health Connection~~. For Inmates who are housed more than 30 days. Contractor shall complete and submit the Medicaid application and secure a Medicaid number. The Contractor shall also provide "wraparound" services that include first appointment completion, substance abuse enrollment, mental health services, and other health related re-entry services.

11. Revise Section 3.68.4 (**Utilization Management Staffing**) as follows:

~~The Contractor's UM nurses will provide in person daily On-site infirmatory UM reviews at JCI, MTC, and WCI and in person daily Off-site inpatient hospital UM reviews at Bon Secours and the University of Maryland Medical System and at any~~

~~Baltimore area hospital in which Inmates are in the intensive care unit. The UM nurses shall also provide telephonic UM reviews at other DPSCS infirmaries and Off-site hospitals.~~

The Contractor's UM nurses will provide (1) daily infirmary UM reviews via telemedical rounds at ECI, JCI, MCIH, MTC, and WCI; (2) in person On-site reviews each Monday, Wednesday and Friday at JCI and MTC infirmaries; (3) Off-site inpatient hospital UM reviews 3 days per week at Bon Secours; and (4) Off-site inpatient UM reviews 3 days per week at any Baltimore area hospital in which Inmates are in the intensive care unit and for which the Contractor is the payor.

12. Revise Section 4.4.2.6 a (**Offeror Technical Response to RFP Requirements and Proposed Work Plan**) as follows:

The Offeror shall address each Scope of Work requirement (Section 3) in its Technical Proposal and describe in detail how it will deliver the required services and how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). The Technical Proposal shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including timelines. If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. ~~Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3) requirement shall include an explanation of how the work will be done.~~ The Technical Proposal shall include a subsection by subsection (e.g., 3.1, 3.2. etc.) explanation of how the work will be performed for each subsection of Section 3 Scope of Work. Merely responding that the Offeror will comply is not sufficient. Any paragraph that requires plans (e.g., the orientation plan and the draft Emergency Management Plan), databases, reports, manuals, systems (e.g., the web-based biometric timekeeping system), etc. shall include draft plans, reports, and detailed descriptions of the databases and systems. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

13. Delete Section 4.4.2.6 b (**Offeror Technical Response to RFP Requirements and Proposed Work Plan**).

14. Revise 4.4.2.6 e (**Non-Compete Clause Prohibition**) as follows:

The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and to maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of Staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the

performance of the Contract. To evidence compliance with this non-compete clause prohibition each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State contract.

In the event the Department determines that the Contractor or its agent has invoked a non-compete clause to discourage an employee from agreeing to work for a successor contractor in violation of RFP requirements, the Department shall assess liquidated damages and deduct the equivalent of three months' salary for such employee from the final payment due the Contractor to compensate the Department for the value of lost Contract-specific knowledge. To ascertain the value of three months' salary the Department will use the minimum hourly rate provided for the respective position in **Attachment R** of the Contractor's technical proposal adjusted by the Overhead Percentage times 540 hours.

15. Replace Attachment F – **Financial Proposal** with the attached version dated February 8, 2017.
16. Replace Attachment V – **Liquidated Damages** with the attached version dated February 8, 2017. This revised Attachment V includes corrections to section numbers. Changes to the section numbers are not marked.
17. Replace Attachment AA – **Reports, Meetings and Databases** with the attached version dated February 8, 2017. This revised Attachment AA includes corrections to section numbers. Changes to the section numbers are not marked.