



Department of Public Safety and Correctional Services

REQUEST FOR PROPOSALS

SOLICITATION NO. Q0017058

Issue Date: December 29, 2016

Inmate Medical Care and Utilization Services

NOTICE

A Prospective Offeror that has received this document from the Department of Public Safety and Correctional Services website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: Inmate Medical Care and Utilization Services
Solicitation No: Q0017058

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES**

RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals: Inmate Medical Care and Utilization Services

Solicitation Number: Q0017058

RFP Issue Date: December 29, 2016

RFP Issuing Office: Department of Public Safety and Correctional Services

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Proposals are to be sent to: Department of Public Safety and Correctional Services
Suite 1000
300 E. Joppa Road
Towson, Md. 21286
Attention: Cecilia Januszkiewicz

Pre-Proposal Conference: January 12, 2017 at 10 a.m. Local Time
Classroom C-202
Public Safety Education and Training Center
Academic and Administrative Center
6852 4th Street
Sykesville, MD 21784

Proposal Due (Closing) Date and Time: March 1, 2017 at 3 p.m. Local Time

MBE Subcontracting Goal: 11 %
VSBE Subcontracting Goal: 1%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Public Safety and Correctional Services is soliciting proposals from qualified Offerors to provide inmate medical services and utilization management at Departmental facilities specified on Attachment Q. During the Contract term, the Department may close existing facilities and may add new facilities and may change the services provided at any facility.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is five (5) years from the Go-Live Date. The State anticipates completing the selection process by April 2017 with award in May 2017 and a Go-Live Date of July 1, 2017.
- 1.1.3 The Department intends to make a single award as a result of this RFP. The current Contractor is Wexford Health Sources, Inc.
- 1.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 Reference to a specific Department position, e.g., Contract Manager, Chief Medical Officer, Director of Nursing, etc., shall be construed to include a designee, who shall be identified in writing to the Contractor by the person holding the position. Such written identification will typically occur via email.
- 1.1.6 Unless clearly not applicable, obligations imposed by this RFP on the Contractor shall be construed to apply to its Staff and obligations of various Contractor Staff shall be interchangeably construed to apply to the Contractor.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below. A list of Departmental facilities and their acronyms is attached as Attachment Q.

- 1. **Admission** - An individual who is being processed into any Department facility or the act of an individual being processed into any Department or facility.
- 2. **ACA** – American Correctional Association, the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.
- 3. **ACOM** or SDA ACOM - The Area Contract Operations Manager, a DPSCS employee charged with oversight of Contract operations within a SDA.

4. **ADA** – The Americans with Disabilities Act and accompanying regulations, each of which may be amended from time to time.
5. **AED** - Automated External Defibrillator.
6. **ARP** - Administrative Remedy Procedure, a procedure for resolving Inmate complaints.
7. **Arrestee** - An individual who is arrested in Baltimore City and delivered by the police to the Baltimore Central Booking and Intake Center.
8. **Assessment** - An evaluation of an Inmate’s well-being, including objective data that supports findings made during the Assessment, followed by a plan of care that identifies the specific needs of the Inmate and how those needs will be addressed by the staff of the Contractor, the Department, and Other Healthcare Contractors. The word *assessment* is also used in this RFP in a generic sense, other than as per this definition, in which case it is not capitalized, e.g., the assessment of Liquidated Damages.
9. **BAFO** – A best and final offer requested by the Procurement Officer to permit written revisions to an Offeror’s initial proposal.
10. **BCBIC** - Baltimore Central Booking and Intake Center.
11. **Bedside Commitment** – A commitment in which a Maryland District Court commissioner determines that an Arrestee who is hospitalized should be incarcerated upon release from hospitalization and commits the Arrestee to the Division of Pre-Trial Detention and Services, notwithstanding that the Arrestee has not yet been physically moved to the facility.
12. **BID** – Twice a day.
13. **Business Day(s)** – Monday through Friday excluding Holidays
<http://dbm.maryland.gov/employees/Pages/StateHolidays2017.aspx>
14. **Business Hours** - 8:00 a.m. – 5:00 p.m. on Business Days.
15. **Case Management** – As appropriate, the DPSCS unit that is 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 or, the coordination of treatment rendered to Inmates with specific diagnoses or requiring high cost or extensive services.
16. **CDF** – Chesapeake Detention Center, a federal detention facility located in Baltimore and operated by the Department pursuant to a Memorandum of Understanding with the Federal Bureau of Prisons.
17. **CDS** – Controlled Dangerous Substance.
18. **CCHU** – The Department’s Correctional Centralized Hiring Unit.

19. **Central Maryland** – The area of Maryland consisting of Anne Arundel, Baltimore, Carroll, Harford and Howard counties, and Baltimore City.
20. **Chesapeake Regional Information Sharing for Patients or CRISP** - A Statewide health information exchange system.
21. **CIWA** - Clinical Institute Withdrawal Assessment, a tool used to measure withdrawal complications related to alcohol.
22. **CLIA** - Clinical Laboratory Improvement Amendments.
23. **Clinical Pharm. D.** - An individual who has obtained a Doctorate of Pharmacy Degree who provides direct-patient care by performing comprehensive clinical Assessments as they relate to medication needs and collaborates with the integrated healthcare team to provide quality patient care that advances the treatment or prevention of disease.
24. **Clinician** - A Physician, Certified Registered Nurse Practitioner, or Physician’s Assistant.
25. **CMHC or Correctional Mental Health Center** - A licensed mental health unit that houses Inmates who require inpatient psychiatric care.
26. **Collegial Review** - A review conducted by a Clinician with equal or greater credentials and skills of services (diagnoses, treatments, documentation, etc.) than those provided by a practicing Clinician.
27. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
28. **Confidential Information** - Any data, files, software, information, or material (whether prepared by the Department or its agents or advisors) in oral, electronic, tangible, or intangible form, however stored, compiled, or memorialized that is classified confidential as defined by the Department. Examples of Confidential Information include, but are not limited to, medical and mental health records, inmate base files, technology infrastructure and data, financial data, trade secrets, equipment specifications, user lists, passwords, and research data. The Department does not need to separately mark or identify information that should be known to be Confidential Information (e.g., personally identifiable information of any nature).
29. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
30. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works.
31. **Contract Period** - The length of time the Contractor must maintain the same Monthly Price. There are five Contract Periods covered by this Contract. The first Contract Period begins on the Go Live Date and continues for 12 months. The four Contract Periods following the first Contract Period shall each be for one year.
32. **Contract Manager** – The DPSCS Contract Manager.
33. **Contractor** – The selected Offeror that is awarded a Contract by the State.

34. **Contractor's Contract Manager** – A representative appointed by the Contractor who works from an office located in Central Maryland and is responsible for the daily management and administrative functions of the Contract at the various facility locations from the Contractor's perspective.
35. **Contractor's Statewide Medical Director** - The physician appointed by the Contractor who is primarily responsible for the delivery of medical services under the Contract, serves as the primary contact for the DPSCS Chief Medical Officer and provides guidance, leadership, oversight, and quality assurance of the Contractor's Regional Medical Directors and Staff. The Contractor's Statewide Medical Director shall be physically located in Central Maryland.
36. **COWS** - Clinical Opiate Withdrawal Scale, a tool used to evaluate the extent of withdrawal related to opiates.
37. **CPR** – Cardiopulmonary Resuscitation.
38. **CQI or Continuous Quality Improvement** – A quality management process that includes continuous assessment of the clinical care in individual cases with a goal of improving the delivery and quality of health care services.
39. **CRNP** - Certified Registered Nurse Practitioner.
40. **Custody** – As appropriate, either (1) DPSCS personnel who are part of the security operations (i.e., guards, wardens, etc.) or (2) the status of an inmate who has been committed to the jurisdiction of the Department as an Inmate.
41. **Day or Days** – Calendar day or days.
42. **Decompensation** - The deterioration of an Inmate's existing defense mechanisms, which may occur due to fatigue, stress, illness, or old age.
43. **DEA** – The United States Drug Enforcement Administration.
44. **Department** – Department of Public Safety and Correctional Services.
45. **Department Medical Advisory Council** – A group of interdisciplinary professionals who review any problematic areas which are brought to the attention of the facility management staff (e.g., Warden, Chief of Security, Assistant Warden, Case Management, and psychology staff). 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.
46. **DHMH** - The Maryland Department of Health and Mental Hygiene.
47. **Dispensary** - An area in a DPSCS facility from which medical supplies and medications are administered and/or given in clinical processes such as sick call, chronic care clinics, etc.

48. **DME or Durable Medical Equipment** - Equipment that provides therapeutic benefits to a patient in need because of certain medical conditions and/or illnesses, including, but not limited to, prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheelchairs.
49. **DOC or Division of Correction** - A unit within DPSCS responsible for operating the State's prison system as set forth in Title 3 of the Correctional Services Article of the Annotated Code of Maryland.
50. **DON** – Director of Nursing, either the Contractor's or the Department's.
51. **DPDS or Division of Pre-trial Detention and Services** – The unit within DPSCS responsible for operating the following facilities in Baltimore City: BCBIC, CDF, MTC and the Baltimore Pre-trial Complex that includes the Annex, the Jail Industries Building, and the Wyatt Building.
52. **DPSCS** – The Department of Public Safety and Correctional Services.
53. **DPSCS or Department Chief Medical Officer** - The DPSCS physician employee who has final authority for clinical issues under the Contract.
54. **DPSCS or Department Contract Manager** - The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Department Contract Manager may authorize in writing one or more State representatives to act on behalf of the Department Contract Manager in the performance of the Department Contract Manager's responsibilities.
55. **DPSCS or Department Director of Nursing** – The DPSCS employee nurse who supervises other Department nurses.
56. **DPSCS Manager/Director** - The Department Contract Manager, Chief Medical Officer, or Director of Nursing, and/or a designee of any of them.
57. **e-MAR or Electronic Medication Administration Record** - The electronic component of the EPHR used specifically to document the nursing administration of medication orders by the Clinician.
58. **Emergency** - A medical situation involving any individual on the grounds of any DPSCS facility that requires immediate medical attention to prevent serious injury or death.
59. **eMM** – eMaryland Marketplace, an electronic commerce system administered by the Maryland Department of General Services.
60. **EPHR or Electronic Patient Health Record** - The electronic portion of the Inmate's medical record that includes documentation for all Medical, Mental Health, Dental, and Pharmacy services provided to the Inmate.

61. **Episode** - A single admission to an Off-site medical facility including transfers from one Off-site medical facility to another, whether it is a facility of the same medical provider or a different medical provider, resulting from the same condition.
62. **Extraordinary Care** - Care rendered beyond sick call or routine illness or treatment for a chronic condition. Extraordinary Care includes, but is not limited to, all specialty care (On and Off-site), all Off-site inpatient care, treatment for Hepatitis C, all Emergency transportation and Emergency treatment, all DME (including prostheses, wheelchairs, glasses, etc.) whether temporary or permanent, dialysis (whether On or Off-site), and any special equipment required for treatment (such as special hospital beds, etc.).

NOTE: Extraordinary Care generally refers to services that cannot be rendered in DPSCS facilities which require extended care (e.g., intubated patients). Extraordinary Care includes all services that under ordinary circumstances would be the responsibility of Other Healthcare Contractors.
63. **Fill Rate** - The monthly percentage of hours filled for each position for each facility compared to the number of hours that would have been provided if, during the month, all positions in the Contractor's staffing plan were filled and all Staff worked the number of hours indicated in the then current approved staffing plan.
64. **First Line Staff** - Direct care Staff who initiate the triage and treatment of Inmates On-site.
65. **Formulary** - Listing of medications approved by the P&T Committee for dispensing and administration to Inmates within DPSCS.
66. **Go-Live Date** – The date specified in the Notice to Proceed when the Contractor must begin providing all services required by this RFP.
67. **Healthcare Professional** - Individuals who provide clinically related services including, but not limited to, Audiologists, Certified Dialysis Technicians, LPNs, Occupational and Physical Therapists, Optometrists, Radiology technicians, Registered Health Information Technicians, RNs, clerks, technicians and support staff. Healthcare Professional does not include a Clinician.
68. **Heat Stratification Category** - A classification assigned to identify an Inmate's susceptibility to heat related illness or injury because of a medical or mental health condition or use of specified prescription medication.
69. **Hemoglobin A1C** - A form of hemoglobin which is measured primarily to identify the average plasma glucose concentration over prolonged periods of time.
70. **HCV** – Hepatitis C Virus.
71. **HIPAA** - Health Insurance Portability and Accountability Act.
72. **HIV** – Human Immunodeficiency Virus.
73. **History** - An account of an Inmate's past and present state of health obtained from the Inmate.

74. **Holidays** - State Holidays and other days when the State as a whole is closed. State Holidays can be found at: <http://dbm.maryland.gov/employees/Pages/StateHolidays2017.aspx>
75. **Hospital-Based Inpatient Care** - Admission to an Off-site medical facility.
76. **IMMS** - Intake Medical/Mental Health Screening form.
77. **Infirmary** - An area in a DPSCS facility from which Inmates are monitored and/or treated clinically for conditions that require inpatient observation and/or hospital processes that would be part of disease management, including medication administration, IV therapy, etc.
78. **Inmate** - Any person sentenced to Custody or incarcerated within any of the facilities or institutions of the Department, any Arrestee in the Custody of DPDS whether committed or not committed to DPDS, including Bedside Commitments, any alleged parole violator in the Custody of DPSCS, and any person otherwise held in any DPSCS facility, regardless of jurisdiction of original commitment.
79. **Inmate Medical Services Internal Audit Unit** – The DPSCS unit responsible for monitoring all expenditures under the Contract resulting from this RFP.
80. **INR or International Normalized Ratio** – A system established by the World Health Organization 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.
81. **Intake Screening** - The initial medical screening process of an Inmate using the IMMS form.
82. **Interstate Compact Inmate** - Inmates from another state who are housed in Maryland pursuant to the rules of the Interstate Corrections Compact.
83. **Key Personnel** – Key Personnel of the Contractor include: the Statewide Medical Director, the UM Medical Director, Contractor’s Statewide Contract Manager and regional managers (if the Contractor proposes to use such positions), regional medical directors, Statewide and regional nursing directors, CQI Director, Statewide Director of Re-Entry, Statewide Director of Infection Control, and any other personnel identified by the Offeror in its Proposal as being essential to the work being performed under the Contract. Key Personnel includes subcontractor personnel and independent contractors who are proposed for one of the specified positions or who are identified in the Contractor’s proposal as Key Personnel.
84. **KOP** - Medication(s) that Inmates are required to Keep On Person.
85. **Line Staff** - Direct care Staff responsible for the day to day operations of clinical activities directly impacting processes that support On-site Inmate care.
86. **Local Inmate** - An individual held in a correctional facility operated by a Maryland county other than Baltimore City.
87. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

88. **LPN** - Licensed Practical Nurse.
89. **Maintaining Facility** - Any correctional facility within the DPSCS that houses Inmates in a setting other than reception processing.
90. **Management Associate** - The individual assigned to the Department's Contract Manager, Chief Medical Officer, or Director of Nursing as indicated in each section, responsible for gathering data reports and other documents.
91. **MCCS or Maryland Commission on Correctional Standards** - The DPSCS unit that is responsible for recommending and enforcing through inspection standards for State and local correctional facilities as established and governed by the Correctional Services Article of the Maryland Annotated Code.
92. **MAR or Medication Administration Record** - A document in the Inmate's permanent paper medical record that serves as a legal record of the medications administered to an Inmate at a facility.
93. **MBE or Minority Business Enterprise** – Any legal entity defined by COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation as provided under COMAR 11.01.10.01.
94. **Medication Room** - A secured area in which medication and medication carts are stored and secured, along with the secure storage of narcotics.
95. **Medical Co-Pay** – The amount Inmates must pay for access to certain types of routine medical services.
96. **MIEMSS** - Maryland Institute for Emergency Medical Services Systems.
97. **MOU** – Memorandum of Understanding.
98. **MRSA** - Methicillin resistant staphylococcus aureus, a bacterial infection that is highly resistant to some antibiotics.
99. **MTC** – Metropolitan Transition Center
100. **NCCHC or National Commission on Correctional Health Care** - The national organization of correctional officials that promulgates standards related to medical services in prisons and jails.
101. **NextGen™** - The proprietary name and identification of the EPHR system currently utilized by DPSCS. DPSCS is currently using NextGen 5.6.9.12.
102. **Non-Formulary** - Any drug that is not included in the Formulary.
103. **NTP or Notice to Proceed** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the

actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

104. **OCMS** - The Department's computerized Offender Case Management System which includes Inmate demographic and facility location information and the IMMS. OCMS is a web based system built on .net technology and sitting on an Oracle database.
105. **Offeror** – An entity that submits a Proposal in response to this RFP.
106. **Off-site** - Any location that is not On-site.
107. **Off-site Secondary Care** - All emergency room services, inpatient hospitalizations, associated physician services and related diagnostic procedures associated with the inpatient hospitalization, specialty consultations (e.g., orthopedic, dermatology, etc.) and clinics not provided at a Department location, ambulatory outpatient services, and outpatient Off-site diagnostic testing (e.g., CT scan, MRI, etc.).
108. **On-site** - Physically on the premises of a Department facility.
109. **Other Healthcare Contractors** - Any or all of the entities under contract with the Department for the delivery of Dental, Mental Health or Pharmacy services to Inmates under the jurisdiction of the Department. These Other Healthcare Contractors may be individually referred to in the RFP as the Dental Contractor, Mental Health Contractor and Pharmacy Contractor.
110. **PA** – Physician's Assistant.
111. **Patient Care Conference** - A multidisciplinary (e.g., 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 Statewide or Regional Medical Director, the Mental Health Contractor's State Mental Health Director or Regional Psychiatrists, the DPSCS Chief Medical Officer, the DPSCS Director of Mental Health or the DPSCS Director of Nursing.
112. **Patient Health Record** – EPHR and hard copy records of health care services provided to an Inmate as required per Department policy and procedure including any records received from any external healthcare treatment facility, created by Other Healthcare Contractors and any employees, subcontractors, or specialists working for the Contractor or Other Healthcare Contractor.
113. **Patuxent Institution** - The prison within the Department for Inmates committed under sentence to the Commissioner of Correction, but who are found eligible for one of Patuxent's programs targeted to the needs of chronic offenders. Governance of Patuxent is in accordance with Title 4 of the Correctional Services Article, Maryland Annotated Code. Patuxent is independent of the Division of Correction. However, DOC Inmates may be incarcerated at Patuxent even when not admitted to one of the Patuxent remediation programs.
114. **P&T Committee** - The Department's Pharmacy and Therapeutics Committee.

115. **PPD** - Purified Protein Derivatives.
116. **PREA** - The 2003 Federal Prison Rape Elimination Act (as may be amended) supporting the prevention, reduction, and elimination of sexual violence in US prisons.
117. **Pre-Release Facility** - A facility designed for programs associated with release planning for Inmates who will be returning to the community within the near future.
118. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment A**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
119. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
120. **Reception** - Any facility or process associated with the housing and receipt of Inmates being processed through or sentenced to DPSCS jurisdiction.
121. **RFP** – This Request for Proposals issued by the Department of Public Safety.
122. **RPR** - Rapid Plasma Reagin, a screening test for syphilis.
123. **RN** - Registered Nurse.
124. **Route** - Means of administering medication.
125. **Service Delivery Area or SDA** – A geographically designated region into which the State is divided for purposes of managing Inmate health care services. Institutions and their SDAs are listed in **Attachment Q**.
126. **Sentenced** - An individual who is the subject of a judgment of conviction signed by a judge.
127. **7 Day Intake Physical** – The comprehensive physical examination of Inmates that occurs within 7 days of Inmates entering DPSCS facilities from the community.
128. **Sheltered Beds** – Beds assigned within an Infirmary to Inmates who are unable to perform activities of daily living without assistance.
129. **Sick Call Slip** - A slip that the Inmate completes when requesting medical services.
130. **SIR or Serious Incident Report** – The DPSCS form for reporting serious incidents.
131. **Special Confinement Populations** - Any population housed together within a correctional facility, subject to restrictions within the facility due to its status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody, and maximum security level 2 structured housing.

132. **Special Needs Unit** - A unit that has been established for mental health purposes for Inmates who suffer from a mental disorder, have demonstrated difficulty functioning within a general population setting and require services beyond chronic care clinics but less than that required for Inmates in CMHCs. Currently, there are four Special Needs units; a Maximum Security Facility located at North Branch Correctional Institution, a Maximum Security Facility located at MCIW, a Medium Security Facility located at Roxbury Correctional Institution, and a Pre-Trial Facility located at BCBIC.
133. **Staff** - The Contractor's employees, subcontractors, the employees of a subcontractor, and specialists, and consultants used by the Contractor.
134. **Start-up Period** – The time between the Contract Commencement Date and the Go-Live Date during which the Contractor shall perform start-up activities necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date.
135. **Stat** – Immediately.
136. **State** – The State of Maryland.
137. **STI** - Sexually Transmitted Infection.
138. **Super Users** - Contractor Staff with an enhanced level of training and skills in the application of the EPHR who act as problem-solvers for system inquiries at the facility level.
139. **TB** – Tuberculosis.
140. **Telemedicine** - The remote diagnosis and treatment of medical and mental health conditions using technology.
141. **Total Proposal Price** - The Offeror's total proposed price in response to this solicitation, included in the Financial Proposal with **Attachment F** – Financial Proposal Form, and used in the financial evaluation of Proposals.
142. **Treatment Plan** - The planned course of treatment recorded in a specific Inmate's medical record.
143. **UM or Utilization Management Program** – Preapproval process approving or denying outpatient services and Extraordinary Care.
144. **UM Medical Director** – A Maryland licensed physician provided by the Contractor and assigned solely to review utilization of services under the Contract and who shall be physically located in the Contractor's Maryland office and shall have authority over all utilization issues.
145. **UMMS** - University of Maryland Medical System.
146. **Use of Force** - A response to any incident in which legal deterrent force was required to be applied.

147. **VSBE** – A Veteran-owned Small Business Enterprise verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a veteran-owned small business.

1.3 Contract Type

The Contract that results from this RFP shall be a combination of the following contract types: (1) a fixed price contract as defined in COMAR 21.06.03.02A(2); and (2) a fixed price incentive contract as defined in COMAR 21.06.03.04A(2).

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works.
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date will be the Contract Start-up Period. During the Start-up Period the Contractor shall perform start-up activities necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed, anticipated to be on or about July 1, 2017, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date plus five (5) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor's obligations to pay invoices to entities that provided services for Inmates during the Contract term, to remit third party reimbursements to the Department, close-out and transition obligations, confidentiality, document retention, and indemnification obligations of the Contract, shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract. The name and contact information of the Procurement Officer are indicated in the RFP Key Information Summary Sheet. The Department may change the Procurement Officer at any time by written notice.

1.6 Contract Manager

The Contract Manager is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award. The name and contact information of the Contract Manager are indicated in the RFP Key Information Summary Sheet. The Department may change the Contract Manager at any time by written notice.

1.7 Pre-Proposal Conference and Site Visits

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Proposal Conference Response Form (**Attachment E**) to the attention of the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

Prospective Offerors to the RFP are encouraged to participate in site visits to familiarize themselves with where services are to be provided to be more fully informed as to physical plant specifics and how these needs should be considered in the development of proposals.

Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential offerors with the geography and physical layout of the facilities to be served by the Contractor. Questions concerning the solicitation will not be answered during a site visit, and should be submitted in writing to the Procurement Officer. See RFP Section 1.9.

In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representatives of each potential Offeror attend.

The information that must be submitted for each intended site visit attendee includes a Name, Social Security Number, and Date of Birth. This will enable Security Staff in the facilities to do a brief background check that will allow them to issue a one-day pass for the tours. (Dates to be determined, however notice will be sent at least two (2) weeks in advance of site visits). All visitors to DPSCS facilities are subject to Entry and Exit Procedures – Correctional Facilities, Directive OPS.110.0033 relating to entry to DPSCS facilities. The Directive is located at <http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=1460>

All prospective Offeror's representatives touring facilities should come prepared to walk multiple blocks, so comfortable shoes are advisable. (Heels may easily catch on catwalk-tiers in some of the facilities, even if significant walking is not required). The following are prohibited: clothes that expose a person's midriff, side or back, have revealing necklines and/or excessive splits, culottes, form fitting clothes (such as leotards,

leggings or spandex), halter tops, mini-dresses or skirts, see-through clothing, shawls, shorts, skorts, tank tops, and tube tops. Coats, jackets, shawls, and scarves will be placed in an appropriate place during visits.

All persons participating in these tours must carry a picture ID with them (such as a driver's license). All visitors should be aware that they shall be searched, including at a minimum, an electronic screening and a pat down.

Some of the SDAs will require that touring prospective Offeror's representatives move their cars from facility to facility, so plans to carpool are essential as parking may be less than desirable in some SDAs, and extremely limited in Baltimore. The Assistant Commissioner in Baltimore has arranged for prospective Offeror's representatives touring the facilities to have one-day parking passes. If this is needed, information regarding the car style and license plate will be required with the ID information in advance of the visit. There are only ten (10) spots to be "borrowed" so parking will also be first-come-first-served, and carpools will have extra consideration over single drivers.

Potential Offeror dates for tours will be scheduled and posted on eMaryland Marketplace and the DPSCS website no later than January 17, 2017.

Directions to the DPSCS facilities can be found on the web at:

<http://www.dpscs.state.md.us/locations/prisons.shtml>

1.8 eMaryland Marketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS website (<http://www.dpscs.maryland.gov/publicservs/procurement/>) and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via eMaryland Marketplace. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted via eMaryland Marketplace in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time

to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed through eMaryland Marketplace to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 “Proposals” must be received by the Procurement Officer at the Procurement Officer’s address no later than the Proposal Due date and time indicated in the RFP Key Information Summary Sheet in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

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

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

1.14 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 4.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date for submission of Proposals or best and final offers if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal (see RFP Section 4.4.2.3). Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.19 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goal").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror.

1.23 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D 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 approval of the Contract Manager.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who 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; and military service call-up.

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.

Sudden – means when the Contractor has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Manager’s satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a requested Key Personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any Key Personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Manager at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance,

Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Manager as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, at the option and sole discretion of the Contract Manager, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Manager may direct the Contractor to replace any personnel (not limited to Key Personnel) who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Manager deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any personnel performance issues to the Contractor,

describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel 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 or which otherwise may be available at law or in equity.

5. In the event the Contractor is directed by the DPSCS Contract Manager or the DPSCS Chief Medical Officer to replace Staff originally hired as a Key Personnel under the Contract, the Contractor may request approval from the DPSCS Chief Medical Officer to keep that Staff person employed under the Contract, but placed in a lower level position. The DPSCS Chief Medical Officer will provide approval/disapproval of said request within five (5) Business Days.
6. The DPSCS Chief Medical Officer, DPSCS DON, DPSCS Contract Manager, ACOM, Warden, or Warden designee may for just cause at his/her sole discretion, remove from or refuse admittance to any Department facility any Staff providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services, which the Staff person so removed or denied access was responsible for, are delivered.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 4.4.2.4).**

1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit is also required to be submitted by the Contractor with any

Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered to be a “foreign” business.

1.27 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://dat.maryland.gov/Pages/default.aspx>.

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD

X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract "Prompt Payment" clause (see **Attachment A**). Additional information is available on GOMA's website at: <http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 - 1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and

(g) the Procurement Officer's decision on any Bid protest or Contract claim.

2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:

- (a) ask questions regarding the solicitation;
- (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- (c) submit a "No Bid/Proposal Response" to the solicitation.

3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

- 1. submission of initial Bids or Proposals;
- 2. filing of Bid Protests;
- 3. filing of Contract Claims;
- 4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
- 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.33 Minority Business Enterprise Goals

1.33.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of 11% for each year of the contract, including any option years, has been established for the Contract. 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 MBE 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.

There are no MBE subcontractor participation subgoals for this procurement.

1.33.2 **Attachments D-1 to D-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**must be submitted with Bid/Proposal**)

Attachment D-1B	Waiver Guidance
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE Prime (including a Prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.33.4 Bidders/Offerors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.33.5 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment D-2**).
- (b) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
 - (a) **Attachment D-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D- 4B** (MBE Prime Contractor Report, *if applicable*)
 - (c) **Attachment D-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
- 1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment A**, Section 2.1).
- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment A**, “Liquidated Damages” clause).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a Contract as a Prime Contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE Prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)) used to meet those goals. If dually-certified, the MBE Prime can be designated as only one of the MBE sub-goal classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE Prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

- (a) Submit to the Department's designated representative by the 10th of the month following the reporting period:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE Prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department's designated representative by the 10th of the month following the reporting period an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.34 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires

that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will comply with all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the “Living Wage” clause in the Contract (**Attachment A**).

Additional information regarding the State’s living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

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. 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) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

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

1.35 Federal Funding Acknowledgement

1.35.1 There are programmatic conditions that apply to this Contract due to federal funding. (see **Attachment H**).

- 1.35.2 The total amount of federal funds allocated for inmate medical services is approximately \$2 million in Maryland State fiscal year 2017. This represents approximately 1% of all Departmental funds budgeted for this purpose. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.3 This Contract contains federal funds. The source of these federal funds is reimbursements from the US Marshalls for the cost of operation of the Chesapeake Detention Center pursuant to a Memorandum of Understanding. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder's/Offeror's intent to comply with all conditions, which are part of this Contract.

1.36 Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. An Offeror is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

1.37 Non-Disclosure Agreement

All Bidders/Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal.

1.38 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

1.39 Nonvisual Access

By submitting a Bid/Proposal, the Bidder/Offeror warrants that the information technology offered under the Bid/Proposal: (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder/Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation and resulting Contract, the phrase "equivalent access" means the ability to receive, use, and manipulate information and to operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Maryland IT Nonvisual Access standards can be found at: www.doit.maryland.gov, keyword: NVA.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goal

1.41.1 NOTICE TO BIDDERS/OFFERORS

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) participation goal of this solicitation must be raised before the due date for submission of Bids/Proposals.

1.41.2 PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment M**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment M**.

Veteran-Owned Small Business Enterprises, or VSBEs, must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/OSDBU/index.asp>.

1.41.3 VSBE GOAL

A VSBE participation goal of one (1) % of the total Contract dollar amount has been established for this procurement. 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.

1.41.4 SOLICITATION AND CONTRACT FORMATION

A Bidder/Offeror must include with its Bid/Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment M-1**) whereby:

- (1) the Bidder/Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Bidder/Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
- (2) the Bidder/Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract

that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment M-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

- (1) VSBE Project Participation Statement (**Attachment M-2**);
- (2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
- (3) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award.

1.41.5 CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor, once awarded the Contract shall:

- (1) Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. (**Attachment M-3**)
- (2) Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (**Attachment M-4**)
- (3) Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (4) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.

- (5) At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

1.42 Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment N**. The Disclosure must be provided with the Bid/Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

1.45 Estimates of Population or Expenditures

This RFP includes estimates of population and information regarding past experience with respect to certain expenditures, procedures, and populations. This information is provided for informational purposes only. The Department makes no representation that actual population or expenditures during the term of the Contract will approximate these estimates or past experience. There is no guarantee of any minimum or maximum amounts for the expenditures or population. The Contractor must perform work at the prices listed in its Financial Proposal, regardless of the actual population and expenditures experienced during the Contract term.

1.46 Applicable Policies

All services rendered under the Contract resulting from this RFP shall be in accordance with the Department's Policies and Procedures and all federal and Maryland laws, regulations, and policies (as amended from time to time) relating to the delivery of services under the Contract.

1.47 Delivery of Final Documents

Any aspects of the Offeror's Technical Proposal (such as draft reports, plans, policies, etc.) that were provided in draft, summarized, or incomplete, illustrative form shall be completed, detailed and finalized and submitted by the Contractor to the DPSCS Contract Manager and the DPSCS Chief Medical Officer within thirty (30) days of Contract Commencement, unless a different submission timeframe or instruction is provided elsewhere in the RFP. The DPSCS Contract Manager and the DPSCS Chief Medical Officer shall have up to ten (10) days to review the submissions and provide comments. Submission revisions incorporating the DPSCS Contract Manager's and the DPSCS Chief Medical Officer's comments are due to the DPSCS Contract Manager and the DPSCS Chief Medical Officer within five (5) days of receipt of the comments.

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SECTION 2 – MINIMUM QUALIFICATIONS

2 Offeror Minimum Qualifications

- 2.1.1 Each Offeror shall clearly demonstrate and document within its Technical Proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. Required documentation shall be provided in Tab D as outlined in RFP Section 4.4.2.5 Minimum Qualifications Documentation The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found. As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references able to attest to the Offeror’s experience in providing medical care and utilization management services as described below.
- 2.1.2 An Offeror shall, for the three (3) years immediately preceding the date of Proposal submission, have simultaneously and continuously provided medical care and utilization management services for **all three (3)** of the following circumstances:
- 2.1.2.1 Within at least one (1) correctional system (defined as a single unified organization for the incarceration of individuals charged or convicted of a criminal act comprised of a minimum of six (6) geographically separate locations that is operated by or for a single government entity in the United States or Canada). For purposes of this minimum qualification, “government entity” means any city, township, county, parish, state, province, or federal district or territory with a population of at least 50,000 residents.
- 2.1.2.2 For a total average daily population of at least 10,000 prisoners at least eighteen (18) years of age, without regard to how many of these prisoners actually require medical care. The Offeror may meet the requirement of 10,000 total prisoners by aggregating the average daily population of all prisons, jails, or criminal detention centers where it provides medical services regardless of whether or not each facility is part of a correctional system.
- 2.1.2.3 To a single prison, jail, criminal detention center, physical facility or single institution housing a minimum average daily population of 1,500 prisoners at least eighteen (18) years of age without regard to how many of these prisoners actually require medical care.
- 2.1.3 Meeting these minimum requirements does not guarantee that the Offeror will be deemed responsible, have its Proposal deemed reasonably susceptible of being selected for award, or have its proposal determined to be the most advantageous proposal.
- 2.1.4 The experience of various personnel of the Offeror while employed by entities or organizations other than the Offeror shall not be considered in determining whether the minimum qualifications are met by the Offeror.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

- 3.1.1 In accordance with the terms of this RFP which are incorporated by reference into the Contract, the Contractor shall provide health care and utilization management services for all Inmates in the facilities listed in **Attachment Q** and additional facilities as may be added or removed during the Contract term.
- 3.1.2 These services are one component of the Inmate health services program within the Department. The Department has separate contracts for mental health, dental and pharmacy services. These contracts are available online at <http://dbm.maryland.gov/proc-contracts/Pages/contract-library/DPSCSContracts.aspx>. The Contractor does have certain responsibilities in these areas as described in this RFP and is responsible for reviewing each of these Contracts.

3.2 Scope of Work – General

- 3.2.1 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. 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, cosmetic surgery, or neonatal or newborn care after delivery.

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>).

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.

- 3.2.2 Institutions, their locations, their assigned SDA, the security level of the institution and average daily population as of July 31, 2016, are provided in **Attachment Q**. During the Contract term, the Department may close existing facilities and may add new facilities and may change the services provided at any facility. At the Department's request, the Contractor shall participate in the development and transition plan for any new facility or mission change at any existing facility and shall send a representative to related meetings.

- 3.2.3 For any Arrestee committed to the Custody of the Division of Pre-trial Detention and Services through a Bedside Commitment, the Contractor shall be responsible for the management, control, utilization review and costs of medical services. The Contractor's fiscal responsibility shall begin on the date of the Bedside Commitment despite incurring the medical need outside of Custody and being turned over to the Division while in the hospital. In Fiscal Year 2015, there were 27 bedside commitments and in Fiscal Year 2016 there were 28.
- 3.2.4 All Inmates at BCBIC, including those who are not committed, must be provided full medical services as defined throughout this RFP. This population is to be covered by the Contractor's proposed price and staffing matrix at no additional cost.
- 3.2.5 All federal Inmates located in any DPSCS facility shall be treated in the same manner as other Inmates. Utilization management practices are 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 or receives any Emergency treatment.
- 3.2.6 Threshold, Inc. is a private, non-profit organization that provides pre-release services for male Inmates from Baltimore City. An Inmate at Threshold will be provided routine care On-site at Threshold by Threshold staff. Medical care that is beyond routine care shall be provided by the Contractor to Threshold Inmates in the same manner (including On-site at Departmental facilities and Off-site) and on the same terms as those provided for Inmates in Departmental facilities. Threshold shall notify Contractor as early as possible regarding the medical situation (both Emergency and non-emergency) of any Inmate who requires hospital admission or Emergency care. Relevant provisions of the contract with Threshold are available as **Attachment S**. For more information about Threshold, please see: http://dpscs.maryland.gov/locations/thresh_links.shtml.
- 3.2.7 The Contractor shall provide consultation to the Department on matters of Inmate movement within Departmental facilities to ensure that the medical needs of the Inmate patients are met.
- 3.2.8 The Contractor shall respond to all Custody Use of Force and similar incidents to evaluate and treat Inmates and State Staff, as necessary. Contractor Clinicians or Healthcare Professionals shall not be required to participate in the act of extraction. However, Contractor Clinicians and Healthcare Professionals shall participate in rendering care associated with extractions including, if applicable, treatment for exposure to chemical agents and removal of barbs associated with electronic weapons.
- 3.2.9 The Contractor shall assist the Department and Other Healthcare Contractors with the gathering of all relevant medical information and identification of a family member or responsible party to be named as a legal medical guardian in the event that a patient appears unable to provide informed consent to medical treatment. The Contractor shall work with Case Management to identify an appropriate guardian. Litigation necessary to establish a legal guardianship shall be initiated by the DPSCS Office of the Attorney General.
- 3.2.10 The Contractor's work shall be subject to the oversight of the Department's Contract Manager, the Department's Chief Medical Officer, and the Department's Director of Nursing. The Department Contract Manager has the sole authority to order the Contractor to take specific actions that the

Department deems administratively appropriate that are consistent with the terms of the Contract. The DSPCS Chief Medical Officer or DSPCS Director of Nursing may order the Contractor to take specific actions that the Department deems medically appropriate that are consistent with the terms of the Contract. The Department's Chief Medical Officer shall have full and final authority to direct any clinical action under the Contract. In the event of a disagreement regarding clinical action, the decision of the Department's Chief Medical Officer shall prevail.

- 3.2.11 The Department may enter into contractual relationships with other vendors to provide medical diagnostic and treatment services in connection with activities, operations, and/or programs operating in conjunction with the Federal 340B Drug Pricing Program. Where necessary to obtain the pricing discount offered by the Federal 340B Drug Pricing Program, the Department may, without the consent of the Contractor, withdraw medical diagnosis and treatment services from the scope and operation of the Contract. In the event the Department does enter a contractual relationship with a vendor for the Federal 340B Drug Pricing Program, and does withdraw certain services from the Contract, the parties shall enter into any appropriate contract modification to address such changes.

3.3 Multi-Contractor Model for Delivery of Inmate Health Care

- 3.3.1 The multi-disciplinary services system for the delivery of Inmate health care requires collaboration with Other Healthcare Contractors, subcontractors, Custody, and the Department. In order to meet the total health care needs of the individual Inmate in a timely, safe, and holistic manner, collegial relationships are to be fostered and maintained throughout the duration of the Contract.
- 3.3.2 As described in this RFP, the Department depends on regular meetings on an array of substantive issues to address Inmate health needs. The Contractor shall provide appropriate representatives to serve on, and attend, all committee meetings as required by the Department.
- 3.3.3 The Contractor shall participate in Quarterly Regional Multi-Disciplinary Trends/Cost Effective Practices Meetings with Other Healthcare Contractors to identify trends and promote cost effective practices for the delivery of medical services. In addition to these meetings, the Contractor is expected to communicate routinely with the Other Healthcare Contractors.
- 3.3.4 Full integration of a health care system requires that there be collegial relationships between disciplines regardless of employer or contract holder. That integration extends to the Department and it is expected that the Contractor shall share information openly with the Department health care management to ensure the Department is aware of positive progress as well as any adverse situations that arise throughout the term of the Contract. Accordingly, Contractor Staff should be able to speak openly with Department representatives without filter or fear of retribution from the Contractor, either directly or indirectly.
- 3.3.5 As part of the multi-Contractor model, the Contractor shall cooperate with Other Healthcare Contractors in scheduling clinics to assure that Inmates will receive appropriate care from all Contractors.

3.4 Start Up and Kick-off Meetings

- 3.4.1 Within three (3) Business Days of Contract Commencement and for up to sixty (60) days following Contract Commencement, the Contractor shall be required to attend mandatory Weekly Start Up

Meetings with the DPSCS Contract Manager at the Reisterstown Road Office Complex. At the sole discretion of the DPSCS Contract Manager, any of these meetings may be conducted via teleconference.

- 3.4.2 The Contractor shall also be required to attend four Contract Kick-off Meetings, one covering each of the SDAs, during which DPSCS representatives will provide an introduction of the Contractor and an explanation of the Contract specifications and provisions.

These Contract Kick-off Meetings will be held between forty (40) and fifty (50) days after Contract Commencement. Each such meeting will be held within the geographic confines of the SDA(s) for which it is being held. The specific time, date and location for each Kick-off Meeting will be determined by the DPSCS Contract Manager in cooperation with the Contractor. At least ten (10) days' notice of each meeting will be provided to the Contractor.

- 3.4.3 At a minimum, Contractor's Contract Manager and the Contractor's Statewide Medical Director must attend all Weekly Start Up meetings and all Contractor Kick-off meetings. Attendance at meetings is included in the Contractor's per Inmate fee and shall not be separately billed.

3.5 Consent Decrees and Litigation

- 3.5.1 The Department is subject to a consent decree in *Carter v. Kamka*, 515 F. Supp. 825 (D. Md. 1980) under which the Department contracts with an independent Legal Services Provider ("Legal Services Provider") to provide legal assistance to Inmates. The current Legal Services Provider is the Prisoner Rights Information System of Maryland, Inc. ("PRISM").

3.5.1.1 In accordance with the *Carter v. Kamka* consent decree, the Contractor must:

(1) Provide employees of the Legal Services Provider access to the institutional medical records, whether in electronic or hard copy form, of Inmates who have executed releases authorizing the Legal Services Provider to review their records; and

(2) Deliver to the Legal Services Provider photocopies of Inmate medical records specifically identified by the Legal Services Provider within fifteen (15) days of the photocopy request.

3.5.1.2 The copy reimbursement rate to be charged to the Legal Services Provider for photocopies requested may not exceed \$0.15 per page.

3.5.1.3 As an alternative to reproducing electronic records in hard copy form, the Contractor may provide to the Legal Services Provider an electronic copy of all electronic records for a time period (e.g., May 1 – May 31, 2017) specified by the Legal Services Provider to be delivered electronically to the Legal Services Provider in Adobe PDF format for which there will be no fee.

- 3.5.2 The Department is a party to a Settlement Agreement dated November 18, 2015, and approved by the court as amended on June 28, 2016, in *DuVall v. Hogan*, United States District Court for the District of Maryland Civil Case No. 1:94-CV-02541-ELH. The Settlement Agreement affects medical services rendered to Inmates confined at certain DPDS facilities. The Settlement Agreement and the Amendment to the Settlement Agreement are available as **Attachment W**. The Contractor shall fully comply with the provisions of the Settlement Agreement and shall indemnify

the Department for any and all violations occurring during the course of the Contract arising from the failure of the Contractor to deliver medical care as required under the Settlement Agreement and this RFP. This indemnity obligation shall survive the termination or expiration of the Contract.

- 3.5.3 If the Contractor is sued regarding any activity under this Contract, the Contractor shall provide the DPSCS Contract Manager with a copy of the Complaint as soon as possible after service of the Complaint. The Contractor shall notify the DPSCS Contract Manager when (1) dispositive motions are filed; (2) discovery proceedings are held; (3) a trial date is set; (4) the trial is held; (5) the judgement is rendered; and (6) an appeal is noted. All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Contractor or a subcontractor if the suit arises from performance of the services under this RFP and resulting Contract.
- 3.5.4 For any claim filed with the Contractor, the Contractor shall cooperate with the Department with the defense of such claim. For any claim filed with the Department, the Department will notify the Contractor and will coordinate with the Contractor for any necessary information needed in the suit.
- 3.5.5 The Contractor shall provide any fact or expert testimony required in any litigation arising from a claim relating to services rendered under the Contract. This requirement shall survive the termination or expiration of the Contract.

3.6 Contractor Staffing

- 3.6.1 The Department has identified the recommended clinical and non-clinical staffing plan for the Contract in **Attachment R**. The Department believes that its suggested staffing plan is appropriate to perform the scope of work outlined in this RFP but the Offeror may propose a different staffing plan. Staffing at the HDU will be provided on a flexible basis as determined by the availability of residents for medical services. The final staffing plan submitted in response to 4.4.2.7 Tab F shall be formalized as the Contractor's initial staffing plan. Any changes to the staffing plan must be approved in writing by the DPSCS Contract Manager or the DPSCS Chief Medical Officer. No certified medication distributions aides are to be used under the Contract.

The average daily population of each facility for Fiscal Years 2014 through 2016 is provided in **Attachment X**. For informational purposes only, the Department's estimate of average daily population (not including non-committed Inmates) is:

FY 2017	22305
FY 2018	21680
FY 2019	21050
FY 2020	20425
FY 2021	19800

- 3.6.2 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 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 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.

- 3.6.3 In addition to a staffing plan, the Offeror must provide an organization chart. The final organization chart submitted in response to RFP § 4.4.2.7 Tab F shall be formalized as the Contractor's initial organization chart.
- 3.6.4 At least 15 Business Days before the start of each Contract Period beginning with the second Contract Period, the Contractor shall submit an Annual Staffing Plan which reflects its then current staffing arrangement for approval by the DPSCS Contract Manager and the DPSCS Chief Medical Officer. This Annual Staffing Plan shall indicate all positions working under this Contract, either On-Site or at a Contractor Off-site location in Maryland such as a regional office, including the typical work hours and location for each position. Each Annual Staffing Plan shall highlight staff additions or deletions by location, since the initial staffing plan or the then current Annual Staffing Plan, as applicable and shall provide the rationale for any changes. Total changes (whether increases or decreases) in the number of Staff working under the Contract shall also be specifically described.
- 3.6.5 The Contractor shall generate a monthly facility staffing schedule for every facility, 10 days prior to the start of the next service month. The monthly schedule which must be submitted to, and approved by the Department Contract Manager shall reflect required hours for every position at every facility. ACOMs shall be able to make entries into the system for approval or disapproval of schedule changes. The staffing schedules shall be added to the document management system.
- 3.6.6 The Contractor shall maintain a minimum 96% Fill Rate for each position in accordance with the Contractor's current DPSCS approved staffing plan. The 96% Fill Rate will be calculated for each facility and separately for each position based on the total number of hours provided per month versus the aggregate number of hours required by the current staffing plan. Liquidated Damages will be assessed for the failure to maintain a 96% staffing level for each position listed in the DPSCS approved staffing plan Department-wide. **Attachment V** lists the schedule of Liquidated Damages.
- 3.6.6.1 No later than the 10th day of each month the Contractor shall submit a report to the DPSCS Contract Manager that summarizes the position hours required versus position hours provided during the preceding month. The Contractor shall provide any necessary backup information requested by the DPSCS Contract Manager in order for him or her to review and verify information in the report. This report will be used by the Department to calculate any liquidated damages due the Department for the preceding month.
- 3.6.6.2 No later than the 10th day of each month, the Contractor shall ensure the Staff scheduling database is updated to reflect all vacancies existing as of the first day of that month.
- 3.6.6.3 The time spent in orientation and in-service training by Clinicians and Healthcare Professionals will count toward the hours required by the Contract (i.e., the 96% fill rate), as long as the orientation or training is required by the Department for facility access or facility accreditation.

Time for continuing education required by professional licensing boards does not count toward the hours required by the Contract.

- 3.6.7 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 hourly rate for such position listed in the Contractor's Technical Proposal and multiplying the hourly rate by eight.
- 3.6.8 The Contractor may **not** hire a Statewide Contract Manager or regional managers without the approval of the DPSCS Contract Manager, or Statewide and regional medical directors without the approval of the DPSCS Chief Medical Officer, or Statewide and regional nursing directors without the approval of the DPSCS Director of Nursing. In determining whether to grant such approval, a resume of the candidate shall be submitted to the DPSCS Contract Manager, DPSCS Chief Medical Officer, or DPSCS Director of Nursing. The DPSCS Contract Manager, Chief Medical Officer, or DPSCS Director of Nursing may require, prior to the completion of the hiring process, a meeting with the Contractor's Contract Manager to review the credentials of, and approve candidates for, all Statewide and regional managers, and if the Contractor proposes to use such positions, Statewide and regional medical directors, and Statewide and regional nursing directors.

If Statewide or regional managers or directors are hired without the required approvals and the qualifications do not meet the requirements for the position, regardless of staff level or length of service, the Department reserves the right to exclude Staff from the institution and to consider the absence a failure to provide Staff in accordance with the then current staffing plan.

- 3.6.9 Contractor shall not restrict the transfers of Staff filling RN or LPN positions among different DPSCS facilities and shall prohibit its subcontractors from restricting such transfers.

3.7 Contractor's Management

- 3.7.1 The Contractor shall provide professional management services to support the Inmate health care program, including, but not limited to, adequate On-site supervision of First Line Staff by qualified medical, nursing, and administrative leadership. The management structure indicated on the organization chart shall constitute a critical component of the staffing pattern for which the Contractor is obligated.
- 3.7.2 The Contractor shall have a Statewide Medical Director, Statewide Director of Infection Control, Statewide Director of Nursing, Statewide CQI Director, Statewide Director of Re-Entry, and a Statewide UM Director. These positions shall be strategically placed organizationally to properly oversee the delivery of Inmate healthcare services required by this RFP. These positions shall be separate and distinct from the Contractor's Contract Manager.
- 3.7.3 Facility medical Staff, including Clinicians, shall report to a Contractor Regional Medical Director who, in turn, shall report to the Contractor Statewide Medical Director.
- 3.7.4 Healthcare Professionals and all other Staff, including clerks and schedulers necessary to perform daily functions of Inmate healthcare and health problem prevention, shall report to a Contractor DON or nursing supervisor, as appropriate, who in turn shall report to the Contractor Statewide

DON for all clinical related activities, unless the DPSCS Chief Medical Officer agrees in writing to a different reporting structure.

- 3.7.5 Administrative management shall not make clinical determinations. Clinical determinations shall be made by the clinical management Staff in consultation with and support of the Contractor's Medical Directors and/or Directors of Nursing. The Contractor shall provide strategic operational planning, as well as clinical and administrative consultation, at the Department's request.
- 3.7.6 The Contractor shall conduct internal Monthly Administrative and Clinical Meetings, or at a greater frequency if so identified in its final Technical Proposal. Written minutes of those meetings shall be provided to the DPSCS Contract Manager and shall be added to the document management system.
- 3.7.7 The Contractor shall adopt and implement policies that clearly communicate the responsibility, accountability, and consequences of Staff's failure to perform tasks related to specified duties. The Department shall have the right to review actions taken by the Contractor and documentation related to Staff who are identified as not meeting the obligation of the Contract related to any and all aspects of Inmate health care.

3.8 Staff Qualifications and Credentials

- 3.8.1 The Contractor must submit to the CCHU and the ACOM for pre-employment approval, all required credentialing documentation prior to initiation of new employee orientation. The credentialing documentation and the approval by the CCHU and the ACOM will be posted in the folder for each Staff in the document management system.
- 3.8.2 The following documentation is the minimum documentation that must be submitted and retained by the Contractor for each Staff.

3.8.2.1 For all Staff:

- (1) Signed application;
- (2) Verification of at least 3 professional references;
- (3) Documentation of DPSCS pre-employment background check;
- (4) Evidence of pre-hire drug screen (conducted by an independent third-party) with negative result;
- (5) Current CPR and AED certification. Proof of on-line education and certification is acceptable;
- (6) PREA Certification; and
- (7) All medical information required for Staff to meet minimal standards of health, such as Tuberculosis and Hepatitis B screening.

3.8.2.2 Additional credentials for Clinicians:

- (1) Verification of education, training, work history for the past five years, including name and title of person who verified employment and date on which verification occurred;
- (2) Current license to practice in Maryland;
- (3) Current or previous Board certification or completion of a 3 year residency in a primary (non-surgical) care area or internal medicine for general

- practitioners or in the area of specialty for specialty practice (Physicians only);
- (4) State of Maryland Delegation or Attestation Agreement (Physician's Assistants only);
 - (5) Copy of the Mentor designation for CRNPs with less than 18 months of practice in any State (for CRNPs only);
 - (6) Current DEA and CDS certificate(s);
 - (7) National Practitioner Data Bank self-inquiry submission results; and
 - (8) Board of Physicians Practitioner's Profile for those Clinicians who are licensed by the Board of Physicians.

3.8.2.3 Additional credentials for RNs and LPNs:

- (1) Current license to practice in Maryland. Out of state nursing licensure must include documentation explaining permission to work with a compact license and include state issued identification for verification of residency.

3.8.2.4 Additional requirements for all other Healthcare Professionals:

- (1) Current license or certification to practice in Maryland

- 3.8.3 All Staff will be subject to a pre-employment background criminal records check by the Department. All Staff must report to CCHU or a satellite location to submit fingerprints to the Department to complete the background check. This requirement applies to all Staff, including a person who was previously employed by the State, the Contractor, or Other Healthcare Contractors if there is a gap in employment. If the Contractor elects to conduct its own preliminary fingerprinting and criminal history check on prospective Staff, it shall be at the Contractor's expense. The Department will still perform its own official check at no cost to the Contractor. Criminal background checks may be required at any time while the Staff is assigned to perform services under this Contract.
- 3.8.4 All Staff will be subject to pre-employment drug testing and random drug testing during the term of the Contract. Positive drug test results will result in immediate termination of the Staff from the Contract. Tours of facilities for prospective employees shall be coordinated with the ACOM.
- 3.8.5 Proof of completion of required pre-employment training shall be included in the employee's credentialing folder.
- 3.8.6 No Staff is permitted to begin work in the facilities until all credentialing documentation has been received and approved and all background checks, drug testing, and orientation have been completed. Once all these processes are completed, the CCHU shall notify the ACOM and the Contractor. The ACOM shall post approval to begin work in the employee's file in the document management system.
- 3.8.7 All individuals who were employed as Staff under the prior Medical Services Contract must complete the entire credentialing (*including background checks and drug testing*) process under the new Contract and with the new Contractor within 60 days of the Go-Live Date. The Contractor may request an extension for background checks and drug testing for these employees if there is documentation in the files transferred by the prior Contractor that the employees were subject to

such checks and testing upon hiring. Such extension shall not exceed 90 days after the Go-Live Date and is subject to the approval of the DPSCS Contract Manager.

- 3.8.8 The Contractor shall ensure that only qualified Clinicians and Healthcare Professionals will provide required services, as set forth in any federal or State laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and the health care services to be provided under the Contract.
- 3.8.9 The Contractor's Statewide Medical Director must be a physician licensed in Maryland and be Board certified or Board eligible in Internal Medicine, Primary Practice, or Family Practice.
- 3.8.10 The Contractor's Statewide DON must be a masters level Registered Nurse registered in Maryland. Each regional nursing director must have at least a Bachelor's Degree in Nursing.
- 3.8.11 No later than the January 31 following the Go-Live Date and continuing throughout the Contract term, at least 2 Clinicians and one infection control coordinator in each SDA shall complete HIV training from the Johns Hopkins Medical Institutions and shall provide evidence of completion to the DPSCS Contract Manager. This training is generally available annually during the month of January. If any of the Clinicians or coordinators who have submitted evidence of completion of training are no longer Staff, the Contractor shall provide evidence of completion of the training for replacement Staff no later than the January 31 following the departure of the Staff who had completed the training.
- 3.8.12 The Contractor shall use the web-based document management system for the storage, retrieval, reporting and auditing capabilities for credentials of all of the Contractor's Staff. At a minimum, the Contractor shall include:
- (1) Current policies and procedures that define the credentialing;
 - (2) All credentialing related documents; and
 - (3) Prior to the performance of any services under the Contract and within five days after the renewal date of any credential, include evidence of 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 any Staff.

3.9 Staff Retention and Compensation

- 3.9.1 Recruitment and retention of qualified staff helps the Contractor fulfill its obligations under the Contract. Inmates also benefit from the stability of the Contractor's workforce. Accordingly, the Contractor shall take all reasonable actions to minimize both the number and duration of Staff vacancies. To this end the Contractor shall make all reasonable efforts to hold annual Staff turnover to less than 20%.
- 3.9.2 No more than 30 days after the Go-Live Date, the Contractor shall submit an affidavit to the DPSCS Contract Manager certifying that the wages and salaries being paid for all positions are at least the level of the payment rates per position contained in its Technical Proposal. In addition, also no more than 30 days after the Go-Live Date, the Contractor shall submit to the DPSCS Contract Manager signed statements from no less than 10% of its Staff (selected by the DPSCS Contract Manager) in each different type of employed position (e.g., CRNA, RN, LPN, Physician, clerks, etc.), including subcontractor Staff, that the Staff are receiving at least the payment rate for the position as specified

in the Contractor's Technical Proposal. In instances when fewer than ten Staff occupy any type of position, a signed statement shall be submitted for at least one person occupying that position.

3.9.3 These signed statements shall identify the:

- Name of the person making the statement;
- Position title occupied by the person;
- Person's assigned work location;
- Minimum payment rate for the position as per the technical response;
- Signature of the person; and
- Date of the signature, which cannot be earlier than the Go-Live Date, nor later than 30 days after the Go-Live Date.

3.9.4 No more than 30 days after the start of each subsequent Contract Period, the same affidavit for all Staff and certifications of at least 10% of Staff as described in § 3.9.3 shall be submitted to the DPSCS Contract Manager. Each Contract Period the submitted Staff certifications shall be from different persons than have been submitted previously, unless there are too few persons occupying a given position for this to occur, in which case the certification may be submitted from a person who has previously submitted one. In addition to the annual sample certifications, at any time during the Contract term, the DPSCS Contract Manager may select employees and require a certification that wages are being paid as described on the Contractor's most recent annual affidavit.

3.9.5 If it is determined that any Contractor Staff are receiving less than the payment rate contained in the Contractor's Technical Proposal, the Contractor must immediately adjust the payment rate for such Staff to the rate contained in the Contractor's Technical Proposal and make restitution to each such Staff for the difference between the person's actual payment rate and the rate contained in the Contractor's Technical Proposal plus 5% of this difference as a liquidated damage. The Contractor shall make restitution (including the liquidated damages) to the Staff within thirty (30) calendar days of notification by the Contract Manager. Failure to make such restitution as required shall result in the imposition of liquidated damages by the State of an amount equal to the difference between the actual payments to the affected Staff and the rate contained in the Contractor's Technical Proposal.

3.10 Orientation and Training

3.10.1 The Contractor shall develop and maintain a comprehensive competency-based orientation program for new Staff and shall provide an annual refresher training program for all Staff. Training shall be in compliance with MCCS, NCHC, and ACA standards, and the applicable practice requirements of any regulatory body with jurisdiction over the provision of health care services. The orientation program shall include, at a minimum, the following:

- (1) Alcohol and detoxification management CIWA/COW;
- (2) Basics of working in a prison setting;
- (3) Confidentiality;
- (4) CPR;
- (5) Departmental policies and procedures, including how to access these policies and procedures;
- (6) Documentation;
- (7) Electronic Patient Health Records;
- (8) Emergency response;

- (9) HIPAA;
- (10) HIV rapid testing;
- (11) Limits of the scope of responsibility of the employee's discipline;
- (12) Managing manipulative behavior;
- (13) Medication administration;
- (14) Phlebotomy skills;
- (15) PPD;
- (16) PREA;
- (17) Segregation rounds and segregation medication administration as a specialty;
- (18) Sharp and tool count;
- (19) Suicide prevention; and
- (20) Suicide risk assessment.

Within thirty (30) days before or after the anniversary date of the initial training, refresher competency training shall be held in each of the areas listed above.

The Nursing orientation plan shall also include a mentorship with a professional nurse mentor with documented evidence that enables the nurse to be called a mentor. A roster of available mentors and persons assigned to those mentors shall be made available upon request of the DPSCS Chief Medical Officer, DPSCS DON or ACOM.

- 3.10.2 The orientation plan shall be implemented by the Contractor as described in the Offeror's Technical Proposal and a final orientation plan and schedule shall be provided to the DPSCS Contract Manager no later than the forty (40) days after Contract Commencement, and shall be updated no less than annually. The plan shall provide competency checklists evidencing successful completion of competency training, which shall be accessible in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel.
- 3.10.3 In accordance with MCCS requirements, signed paper logs of attendance for all orientation and training programs shall be maintained and available on request. Electronic copies of the logs shall be added to the document management system no later than thirty (30) days after the training.
- 3.10.4 All trainers shall possess the credentials, licenses, and/or certificates required by law and regulation to provide the training and continuing professional orientation.
- 3.10.5 For any training that does not exclusively apply to medical services, the Contractor shall reserve 10% of the training spaces for personnel of the Other Healthcare Contractors. Contractor shall also permit Department staff, Other Healthcare Contractors' and subcontractor's Staff to attend its non-Contractor specific or non-confidential Orientation and In-Service training as space allows.
- 3.10.6 In addition to the annual refresher training, no later than thirty (30) days after having been notified by the DPSCS Contract Manager, DPSCS Chief Medical Officer, or DPSCS DON of any new Department directives, manuals, policies, protocols, and/or procedures, or within thirty (30) days of adopting modifications to its own policies, procedures, etc., the Contractor shall implement training to those Staff members that may be required to apply the new policies and those supervisors that may enforce the processes.

- 3.10.7 All Clinicians and Healthcare Professionals shall have skills training and testing (not paper based) at least semi-annually in Emergency care including checking vital signs, operation of an AED, CPR, use of naloxone for drug overdoses, starting IV fluids, and use of oxygen. Documentation of successful completion of the training shall be included in the employee's personnel folder in the document management system and in the training database.
- 3.10.8 No later than thirty (30) days after Contract Commencement and monthly thereafter, the Contractor shall develop and maintain documentation and will add to the document management system the following:
- (1) Logs of Staff attendance and Other Healthcare Contractor Staff at Contractor orientation, training, and refresher training sessions;
 - (2) Logs of Staff credentialing/license renewals;
 - (3) In-Service training schedules;
 - (4) Documentation of security training; and
 - (5) Date of peer review completion.
- 3.10.9 The Contractor shall not be required to maintain a training database for Other Healthcare Contractors but shall include in its database all training provided to personnel of the Other Healthcare Contractors so that Contractor can evidence that it is meeting the 10% reservation requirement for training of personnel of Other Healthcare Contractors.
- 3.10.10 In order to attend training in lieu of working their normal hours, Contractor's Staff shall submit a written request to the appropriate Department manager (Chief Medical Officer for Clinicians; DON for Healthcare Professionals, and Contract Manager for non-clinical managers) at least thirty (30) days in advance of the proposed training date. The request shall include: (1) the title or subject, date, time, and approximate duration of the training; (2) the position(s) covered by the request; (3) the amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours; and (4) a plan for service delivery that addresses how services will continue to be provided during the absence of the Staff attending the training. No authorization will be granted until the Department is assured that all positions will be staffed or covered in a manner that will not interrupt services. As appropriate, the DPSCS Manager/Director may approve the substitution of training for work duties. Requests submitted with less than thirty (30) days advance notice may be considered for approval.

3.11 Security Training

- 3.11.1 No Staff may enter a Department facility or perform any Contract related duty On-site until the individual has taken mandatory DPSCS pre-service/security orientation and training which is generally 40 hours in duration. Existing Staff of the current contractor who will continue employment with the Contractor need not repeat the training. Staff shall receive DPSCS approved refresher security training of approximately 8 hours at least annually.
- 3.11.2 DPSCS generally has an average of 8–10 slots per month available for training for Contractor Staff. If a need arises for expedited training, DPSCS will facilitate the training. If the Contractor has Staff ready for training, but DPSCS has no training slots available, liquidated damages will not be assessed because the failure to fill a position is not caused by the Contractor.

3.11.3 Individuals re-hired as Staff after a break in service must retake the required security orientation and training before entering a Department facility unless the return to service occurs in the same calendar year as the departure.

3.12 Contractor Staff Time Reporting

3.12.1 The Contractor shall use a web-based biometric timekeeping system which shall be available on the Go-Live date. Contractor shall provide use of the timekeeping system to the Other Healthcare Contractors at no charge. The current Contractor uses the Kronos timekeeping system.

3.12.2 The system must be a comprehensive timekeeping and verification system that integrates with the Staff scheduling system provided by the Contractor and provides extensive data analysis capabilities, including a comparison of hours provided versus hours required for every position by facility and SDA by the 10th of the month following each service month; and records changes made to Staff schedules or any changes made to, employee's time and attendance records.

3.12.3 DPSCS personnel (and other State employees as approved by the DPSCS Contract Manager) shall have access to the timekeeping system that allows searches and data analysis but not the ability to change the underlying data.

3.12.4 In addition to using the biometric timekeeping system, all Staff shall sign in and out on forms provided by the Department whenever such person enters or leaves a work site. This sign in and sign out procedure is for site security purposes and is mandatory.

3.13 Contractor Staff Institutional Access/Security

3.13.1 The Contractor shall comply with Departmental processes for obtaining security clearance access for each of its Staff.

3.13.2 The Contractor and Staff shall follow all of the security regulations of the Department. Violation of the security regulations by the Contractor or Staff is sufficient cause for: (1) replacement of the individual violating the security regulations; (2) replacement of a subcontractor; and (3) in accordance with COMAR 21.07.01.11, termination of the Contract.

3.14 Contractor Staff Disciplinary Actions

3.14.1 The Contractor is responsible for actions and omissions of all Staff providing services under this Contract. The Contractor shall ensure that Staff complies with all Departmental policies, procedures, and directives. If there is any conflict between the Contractor's policies and those of the Department, the Department's policies shall prevail.

3.14.2 Within twenty-four hours of any disciplinary action, the Contractor shall simultaneously inform the DPSCS Chief Medical Officer and DPSCS DON of all disciplinary actions, including the identity of the individual, the reason for the disciplinary action, and the nature of the disciplinary action taken against any Staff who provides any services required under this Contract. The Contractor shall provide any documentation of the incident requested by the DPSCS Chief Medical Officer and DPSCS DON. Failure to report Staff disciplinary actions may result in assessment of liquidated damages.

3.15 Telephones; Minimizing Waste

- 3.15.1 The Department will provide to On-site Staff such On-site telephone services, utilities service, and office space as provided to Department employees.
- 3.15.2 The Contractor shall have cell phones available for Infirmary and Dispensary Staff to use in the event Department phones are not active. Cell phones shall be subject to DPSCS security and inventory procedures.
- 3.15.3 The Contractor shall require Staff to keep a log of all long distance calls (including those made to the Contractor's offices if located outside the local calling area) made from Department phones and provide it to the Department Contract Manager monthly. The log shall list the date, time, phone number, name of the party called, and name of the person making the call. The Department will determine the cost of such calls and, at the option of the Department Contract Manager, either submit a bill to the Contractor for payment, or deduct the cost of long distance phone service from payments made to the Contractor, via an itemized offset against an invoice.
- 3.15.4 The Contractor shall encourage its On-site Staff to conserve utilities, and minimize non-biological waste by conserving and recycling.

3.16. Contractor Policies and Procedures

- 3.16.1 The Department must approve the policies and procedures of the Contractor pertaining to the delivery of services under the Contract prior to implementation. The Contractor's Policies and Procedures must (1) be consistent with Department Policies and Procedures; (2) comply with ACA, NCCHC, and MCCS standards and applicable Maryland statutes, regulations, policies, and guidelines; and (3) take into account any restrictions or requirements placed on licensure by the respective licensing boards. Disputes about conflicts between Department and Contractor policies and procedures will be decided by the DPSCS Contract Manager or the DPSCS Chief Medical Officer, as appropriate, and the decision shall be final.

Current Department Policies and Procedures, including Clinical Services and Inmate Health Manuals may be found at: <http://dpscs.maryland.gov/pia/index.shtml>. The Department currently has Health Manuals on the following topics: Administration, Chronic Disease, Infection Control, Infirmary Care, Inmate Deaths, Medical Evaluations, Medical Records, Pharmacy Services, Pregnancy Management, Sick Call, and Substance Abuse.

- 3.16.2 Draft Policies and Procedures manuals shall be described in the Contractor's Technical Proposal and shall be submitted to the DPSCS Chief Medical Officer and DPSCS Director of Nursing electronically no later than thirty-five (35) days after Contract Commencement. When submitting the draft policies and procedures for review, the Contractor will highlight those portions of its policy and procedure manuals that are not covered in DPSCS manuals. The DPSCS Chief Medical Officer and DPSCS Director of Nursing shall have up to fifteen (15) days to review the manuals and provide comments. The Contractor shall notify the DPSCS Chief Medical Officer 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.
- 3.16.3 Contractor Policies and procedures shall be reviewed and updated at least once in every twelve (12) month period from the Go-Live Date and no later than the anniversary date of the Go-Live Date. A

statement signed by the Contractor's Statewide Medical Director in Maryland confirming that such a review has been conducted, along with any revisions, shall be submitted to the Department Contract Manager and DPSCS Chief Medical Officer by the scheduled review date. The statement shall specifically note what changes have been made and where the changes may be found in the document. Failure to demonstrate annual policy review shall result in liquidated damages.

3.16.4 Policies and Procedures shall include, but are not limited to, direction regarding the following:

- (1) Administrative matters;
- (2) ARP and grievance process;
- (3) Chronic disease management;
- (4) Continuous Quality Improvement;
- (5) Dialysis;
- (6) Diet Plans;
- (7) Disability assessment and management;
- (8) Emergency care;
- (9) Emergency management plans;
- (10) Equipment and supply inventory control;
- (11) Health education programs;
- (12) Heat Stratification;
- (13) HIV testing and consent;
- (14) IMMS process;
- (15) Infection control;
- (16) Infirmary care;
- (17) Inmate co-pay collection;
- (18) Inmate deaths and mortality review;
- (19) Inspection and repair plans;
- (20) Integration of dental services with Dental Contractor;
- (21) Integration of mental health services with Mental Health Contractor
 - a. Coordination of services;
- (22) Integration of pharmacy services with Pharmacy Contractor
 - a. Medication administration;
 - b. Non-formulary process;
 - c. Stock medication management;
- (23) Medical clearances for mental health patients and dietary workers ;
- (24) Medical health care delivery;
- (25) Medical evaluations;
- (26) Medical records;
- (27) Medication administration and medication administration practices;
- (28) Methadone program;
- (29) Obstetrics and gynecology practices and services;
- (30) Optometry and ophthalmology;
- (31) Palliative care;
- (32) Pregnancy management;
- (33) Radiology;
- (34) Risk management;
- (35) Segregation rounds;
- (36) Sick call;

- (37) Specialty care;
- (38) Substance abuse management;
- (39) Suicide Prevention;
- (40) Utilization Management and Utilization Review; and
- (41) Withdrawal and detoxification practices.

3.16.5 The Contractor shall add all of its final policies and procedures to the document management system.

3.17 Telemedicine

- 3.17.1 The Department has established telemedicine sites at the facilities listed in **Attachment Y**. The staffing plan contained in **Attachment R** includes a consideration of Staff efficiencies resulting from these telemedicine sites. During the term of the Contract, the Contractor shall maintain telemedicine capability at all existing sites and shall establish such other sites at the direction of the DPSCS Contract Manager.
- 3.17.2 Contractor shall be responsible for supporting and maintaining all existing and new telemedicine equipment including equipment used exclusively by the Mental Health Contractor for telepsychiatry services. Purchases of new equipment after the Go-Live Date shall be subject to the cost sharing provisions related to other equipment (see RFP § 3.19) unless equipment is lost, damaged, or stolen due to the fault of the Contractor in which case the Contractor shall be responsible for all associated costs. If DPSCS is determined to be at fault for lost, damaged, or stolen equipment, DPSCS shall be responsible for all associated costs.
- 3.17.3 Video telemedicine services shall be used when medically indicated for patient care conferences to establish interdisciplinary plans of care or release plans, for enrollment in Medicaid and Medicare, and for patient care for Cardiac, Dermatology, Gastro-Intestinal, Infectious Disease, Orthopedic, Optometry, Psychiatry, Trauma, Urology and Wound Care (beyond that provided by existing wound care teams in the facilities). The Department may add other conditions to the telemedicine program during the term of the Contract.
- 3.17.4 The Contractor shall maintain an electronic log documenting the use of Telemedicine equipment (but not including the equipment used exclusively by the Mental Health Contractor) to include, but not be limited to, the following:
- (1). The date used;
 - (2). The facility where 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;
 - (6). Participants (medical Staff) in the process; and
 - (7). Indication of whether or not the Inmate was present during the Telemedicine encounter.

The Contractor shall maintain the usage log in an Excel spreadsheet that will be added to the document management system.

3.18 Reports, Databases, Meetings, Agendas, Minutes

- 3.18.1 Contractor shall hire a Report Coordinator to assure that all reports required by this RFP are completed and submitted in accordance with the provisions of this RFP.
- 3.18.2 All reports, logs, lists, plans, manuals and databases required under this RFP and the resulting Contract shall be in the form and format directed by the Department and shall be added to the web-based document management service or system selected by and paid for by the Contractor and approved by DPSCS. Reports, logs, lists and databases are in addition to entries required into the EPHR. The Contractor shall assure that the selected document management system or service complies with information technology requirements specified in this RFP and federal and State laws relating to health records. The current Contractor uses NetDocuments.

Access to all documents and databases required under this RFP shall be determined by the DPSCS Chief Medical Officer or the DPSCS Contract Manager. Unless otherwise provided in this RFP or approved in writing by the DPSCS Contract Manager, all documents shall be provided in a searchable format. The Department shall have access to all documents and databases without restriction. The Contractor shall notify via email the DPSCS Director of Nursing and the DPSCS Contract Manager each time a report, log or database is revised or added to the document management system

- 3.18.3 All documents, databases, and data contained in the documents or databases created or maintained under the Contract are the sole property of the Department and shall be transferred at the termination of the Contract in an unlocked format to allow continued use of the documents, data, and databases by the Department and any successor Contractor. Contractor shall have no proprietary right to the documents, databases, or data.
- 3.18.4 All documents, databases and data tracking tools are subject to periodic revisions and updates and shall be made available to the Department's Contract Manager, Department's Chief Medical Officer, and Department's Director of Nursing.
- 3.18.5. If not otherwise specified in this RFP, monthly reports shall be submitted by the 10th of the following month. Quarterly reports shall be submitted by the 10th of the month following the last day of the quarter. Annual reports shall be submitted by the last day of January. If the date on which the report is due is not a Business Day, the report shall be submitted on the next Business Day. Late or missing reports shall be subject to the imposition of liquidated damages as reflected on Attachment V.
- 3.18.6 The Contractor shall be responsible for maintaining the hemoglobin A1C Database and HIV/HCV antiviral therapy tracking.
- 3.18.7 The Contractor shall supply a Monthly Summary Report in the form provided as **Attachment Z** by the 10th of the month or as directed by the DPSCS Contract Manager or designee. The information required may be amended from time to time and an explanation of the template data analysis may be required.
- 3.18.8 The Contractor shall be responsible for preparing an agenda for all meetings, including but not limited to, committee meetings, Statewide multi-Contractor meetings, regular Infectious Disease meetings, and quarterly Statewide CQI meetings. Proposed agendas shall be submitted to the

DPSCS Contract Manager and to the DPSCS Chief Medical Officer at least ten (10) Business Days prior to each meeting. The DPSCS Contract Manager and the DPSCS Chief Medical Officer shall provide the Contractor with any requested changes at least three (3) Business Days before the meeting, and the Contractor shall make the requested changes.

- 3.18.9 The Contractor shall be responsible for taking all minutes or notes during any meeting conducted with the DPSCS Contract Manager, DPSCS Chief Medical Officer, and DPSCS DON or, upon specific written request, by the DPSCS Manager/Director or ACOM. A written copy of the minutes/notes shall be submitted to the appropriate DPSCS Manager/Director within five (5) days of the meeting. The DPSCS Manager/Director 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 Manager/Director within two (2) Business Days of receipt of the comments. All final approved minutes shall be included in the document management system.
- 3.18.10 Unless otherwise directed by the Department Contract Manager, the Contractor may utilize voice or other recording devices during meetings to ensure that accurate and thorough minutes can be prepared.

3.19 Equipment and Supplies

- 3.19.1 Except as described in this § 3.19, the Contractor, at its sole cost and expense, shall supply and replace as necessary or as directed by the ACOM all operating equipment, furniture, office supplies, patient supplies, DME, and any other supplies and equipment needed to provide services under the Contract including equipment for telemedicine and telepsychiatry and shall maintain the equipment in proper working order, including preventive maintenance as recommended by the manufacturer, industry standards, or DPSCS. The DPSCS Contract Manager may direct repair, maintenance, or replacement of equipment at the Contractor's expense if equipment is found in disrepair or is not properly maintained. Contractor shall not withhold equipment or supplies necessary for the proper treatment of a patient or the provision of services under this Contract.
- 3.19.2 All equipment, furniture, and supplies purchased under the Contract shall be new and unused. All equipment, furniture, and supplies existing at the time of Contract Commencement or purchased during the term of the Contract shall become the property of the State regardless of the purchase price. Contractor shall assure that any equipment and furniture acquired through a lease-purchase shall become the property of the State at the end of the lease term. No lease purchase agreement shall extend beyond the term of the Contract. Contractor may not lease any furniture or equipment without the prior approval of the DPSCS Contract Manager. All medical equipment may be used for services provided by the Other Healthcare Contractors subject to the approval of the DPSCS DON.
- 3.19.3 The Contractor may use the furniture and equipment listed on **Attachment BB**. As of the Go-Live Date, the Contractor shall have acquired and installed any additional or replacement equipment that it deems necessary for its operations under the Contract and identifies in its Technical Proposal as requiring replacement. The cost for such equipment shall be included within the price quoted by the Contractor in its Financial Proposal. Contractor shall also provide digital X-Ray equipment for DRCF, MTC, and WCI and shall include the costs of this equipment in its Financial Proposal.
- 3.19.4 The Contractor shall provide for use by the Mental Health Contractor the following telemedicine equipment: a Polycom Real Presence Practitioner Cart 8000 (or equivalent), stethoscopes, blood pressure reading equipment, electrocardiogram equipment and enhanced imaging cameras. There is

currently a telepsychiatry unit at WCI that is equipped. The Department also wishes to establish units at ECI, JCI, NBCI, Patuxent with an additional unit on hand for deployment at the discretion of the Department. The cost of acquiring and maintaining existing and new equipment shall be included in the Contractor's Financial Proposal Form.

- 3.19.5 After Contract Commencement, the Department's Contract Manager must approve the purchase of any single piece of equipment or furniture if: (a) the cost exceeds \$500; (b) installation is required; (c) substantial use of electricity or space is required; or (d) the equipment is information technology related. If the cost of a single piece of equipment approved for purchase by the Department's Contract Manager exceeds \$10,000, the Department will pay 50% of the amount of the purchase price that is in excess of \$10,000. The cost of the equipment shall be determined with reference to the total purchase price or total lease costs for such equipment and shall not include the cost of any training, equipment, warranty, maintenance or licensing costs, or the cost of supplies. The DPSCS Contract Manager shall be the sole determiner of equipment value and the Contract Manager's determination shall be final.
- 3.19.6 If 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 DPSCS Contract Manager, the Contractor may bill the Department for such additional purchases. The Contractor shall submit the original invoice to the DPSCS 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.
- 3.19.7 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 without them. 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 shall be submitted for approval to the Contractor's utilization management team and ordered within 7 days of approval. The provision of prosthetic devices will be tracked as part of the monthly utilization management report and Semi-Annual Durable Medical Equipment Report (by facility location), which shall be submitted to the Department Contract Manager by January 15th and July 15th of each calendar year.
- 3.19.8 Equipment for the on-site storage of medications and/or biologicals received from the Pharmacy Contractor, barcode scanners used to read pharmacy deliveries, medication carts for the delivery of medications to the Inmate population, and emergency carts for responding to crises throughout the facilities shall be the responsibility of the Contractor. The Contractor shall not be responsible for providing medication carts used in any CMHC. DPSCS currently uses the Honeywell Voyager MS9450 USB Scanner in its facilities and DPSCS currently owns 250 such scanners which the Contractor may use and is responsible for maintaining and replacing as provided in Section 3.19.1.
- 3.19.9 If it is determined by the Contractor's release Staff that it is appropriate to provide the Inmate being released with any non-customized DME, the Contractor shall provide such DME at the time of release at no cost to the State or the Inmate. All customized DMEs, including customized wheelchairs previously provided to Inmates will be given to Inmates upon release at no additional charge to DPSCS or the Inmate. On a case-by-case basis, consideration for a standard wheelchair

instead of a customized wheelchair to accompany an Inmate upon release will be reviewed by the appropriate ACOM.

- 3.19.10 Information technology equipment that is designed for medical purposes shall be provided at the Contractor's expense. The Department will provide computers, printers, scanners and fax machines and internet connections for Contractor Staff. Email for Contractor staff shall be provided by the Contractor. Email shall comply with Departmental security policies and state and federal law relating to confidentiality of personally identifying information and personal health information.
- 3.19.11 The Contractor will be responsible for supplying Staff with non-DPSCS email accounts. The Contractor will not be responsible for setting up any non-Contractor Staff email accounts.
- 3.19.12 The Contractor shall inspect, maintain, and restock all First Aid Kits located throughout the institutions as appropriate, including First Aid Kits in areas used by Other Healthcare Contractors. The Contractor shall check First Aid kits monthly for expiration dates, replacement materials, and cleanliness and shall maintain a log of these inspections including the outcome of those inspections (particularly if the required level of any item is not evident) and action taken.

3.20 Equipment Inventory

- 3.20.1 When the Contractor purchases a piece of equipment, the equipment information shall be entered into a perpetual consolidated Inmate healthcare inventory and shall be marked with State inventory tags consistent with the DGS Inventory Control Manual. To the extent that the Other Healthcare Contractors report the purchase of any equipment to the Contractor, the Contractor shall also enter that equipment into the inventory and place State inventory tags on the equipment. Maintenance and repair records of all equipment being used by Contractor for the performance of this Contract shall be included in the inventory.
- 3.20.2 The Contractor shall be responsible for maintaining the perpetual consolidated Inmate healthcare equipment inventory and adhering to State regulations relating to inventory. The inventory shall include all barcode scanners, and all equipment and furniture with a cost of more than \$200 and a useful life of more than a year, and any other equipment utilized On-site by the Other Healthcare Contractors if reported by the Other Healthcare Contractors to the Contractor. The inventory shall be contained in an Excel spreadsheet added to the document management system.
- 3.20.3 The Contractor shall adhere to the requirements set forth in the Department of General Services (DGS) Inventory Control Manual: <http://dgs.maryland.gov/Documents/inventory/InventoryControlManual.pdf>. Where the DGS Manual requires responsibilities (e.g., reporting) to DGS, the Contractor shall be responsible to DPSCS instead.
- 3.20.3 The inventory shall include the following information:
 - 1) Equipment description;
 - 2) Name of supplier and purchase order or other acquisition document number;
 - 3) Acquisition cost and date, or equipment value of any lease / purchase determined in accordance with Department policy and date of lease initiation;
 - 4) Physical location of item (Facility code and room number or name);
 - 5) Serial number, if any;

- 6) State tag number; and
- 7) Equipment Condition.

- 3.20.4 A complete consolidated Inmate healthcare Annual Physical Inventory Report for equipment within the control of the Contractor or any Other Healthcare Contractor to the extent reported by the Other Healthcare Contractors shall be submitted to the Department Contract Manager no later than June 1st of each year. This policy is applicable to an incumbent being awarded the new Contract. The annual inventory report shall include a completed and signed DPSCS Property Form by each facility's property officer. The Contractor shall replace or reimburse the Department for any equipment that it is unable to locate, except for equipment that was approved in writing by the DPSCS Contract Manager for removal from the report.
- 3.20.5 If a piece of equipment in the control of Staff cannot be located during inventory, the Department shall have the right to assess the Contractor actual damages for the replacement of the missing piece of equipment. If a piece of equipment in the control of Other Healthcare Contractors cannot be located during inventory, the Department shall have the right to assess actual damages for the replacement of the missing piece of equipment against the appropriate Other Healthcare Contractor, not the Contractor.
- 3.20.6 At least 20 Business Days before the Contract's expiration date, Contractor shall complete a Final Physical Inventory Report of all furniture and equipment available for use by the successor Contractor when it assumes responsibility for Contract activities. Appropriate staff of the new contractor, the current contractor and DPSCS will approve the inventory. Contractor shall also participate in the inventory of equipment under the control of Other Healthcare Contractors in the same manner when any of the Dental, Mental Health, or Pharmacy contracts transition from one contractor to another.
- 3.20.7 No later than the Go-Live Date, the Contractor shall provide an Initial Inventory Report of all furniture and equipment to be used under the Contract. The Inventory shall include all of the furniture and equipment reported on the Final Physical Inventory Report completed for the Contract dated July 1, 2011, between the Department and Wexford Health Sources, Inc., as well as the additional equipment and furniture proposed by the Contractor in its Technical Proposal.
- 3.20.7 If it becomes necessary to transfer any piece of equipment from one Department location to another, the Contractor will complete and submit to the designated Department inventory personnel at each facility the appropriate Equipment Transfer Form prior to moving the equipment and will follow Department protocol for the transfer of the equipment. The Contractor shall also update the inventory to note the changed location of the equipment. Other Healthcare Contractors are responsible for submitting Equipment Transfer Forms for any equipment they transfer from one Department location to another. Upon receipt of any Transfer Form from Other Healthcare Contractors, the Contractor shall update the inventory to note the changed location of the equipment identified as being transferred.

3.21 Physician On-Call Coverage

- 3.21.1 The Contractor shall have physicians on-call 24 hours per day, seven days per week.
- 3.21.2 On-call physicians shall deliver on-call and Emergency coverage whenever a physician is not present at an institution. The on-call physician shall respond by telephone within fifteen minutes of

the telephone call for service and shall provide direction to the caller. If requested to do so by the ACOM 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 EPHR or appropriate patient chart. The documenter shall take precaution in how this conversation is documented to avoid risk management issues, i.e., documenter shall state facts and offer no opinions regarding physician response. On-call physicians shall document all encounters, including On-site, remote and after hours consultations in the EPHR within 12 hours. If the 12 hour timeframe falls on other than a Business Day, the documentation must occur by the close of the next Business Day.

- 3.21.3 The Contractor shall maintain an updated on-call Physician list to be posted as required in all Infirmary, Dispensary and sick call areas and distributed to all Other Healthcare Contractors. This list shall identify the on-call physician by name, and include the physician's contact phone number(s), and, if applicable, text/email address.
- 3.21.4 In addition to the on-call Physician, a back-up or secondary on-call Physician shall be identified, with the same types of contact information as above, in case unforeseen circumstances preclude the primary on-call Physician from responding within the timeframe required in this section.

3.22 Ambulance/Transportation Services

- 3.22.1 If the Clinician determines that an Inmate can be safely transported by Departmental personnel and equipment, the Contractor shall make arrangements through the transportation office at the facility for the facility to provide the transportation. If the Department cannot provide transportation within a medically appropriate timeframe, the Contractor shall make arrangements for ambulance or other suitable transportation and shall immediately notify the transportation office of the facility and Custody of the pending transport arrival.
- 3.22.2 If the Clinician determines that an Inmate cannot be safely transported by Departmental personnel and equipment because of the Inmate's physical condition or Emergency psychological or 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 transport arrival.
- 3.22.3 When there is a dispute, the DPSCS Chief Medical Officer, 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.
- 3.22.4 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 were incurred during FY15 and 16.

- 3.22.5 Any Inmate committed to the DPSCS who is housed outside the State of Maryland and who is to be returned to Maryland for medical reasons shall be returned at the expense of the Contractor if special transportation arrangements are required as a result of the Inmate’s medical condition. The DPSCS Chief Medical Officer shall make the final determination of the mode of transport to return an Inmate to Maryland and shall provide this determination in writing via email. These costs shall be borne by the Contractor and are not subject to the limitations of section 3.22.4 of this RFP. Contractor’s liability under this Section shall be limited to \$50,000 in each Contract Period. Transportation costs for returning Maryland Inmates for the period July 1, 2011 through August 30, 2015 totaled approximately \$20,000.
- 3.22.6 The Contractor shall also make all necessary arrangements for ambulance transportation for Emergencies involving any person on Department premises who is not an Inmate. The Contractor shall not be responsible for the cost of any such transportation for non-Inmates.

3.23 Dispensary

The Contractor shall operate Dispensaries at the locations described in **Attachment Q**.

3.24 Infirmary Beds for Somatic Health

- 3.24.1 The Contractor shall provide treatment to Inmates with acute and sub-acute medical problems, or other medical or health problems that are unmanageable in the general population in Infirmaries designated by the Department, unless hospitalization is determined to be medically necessary. If the condition is determined to exceed the scope of the skill and/or available equipment of the Contractor’s Staff, hospitalization at an Off-site medical facility may be medically indicated. The Contractor shall give priority to Bon Secours when in-patient care beyond emergency room service is indicated. Bon Secours is currently the only hospital with a secured ward for the treatment of Inmates.

The Contractor shall operate Infirmaries in the following locations. MCIW is the only infirmary for female Inmates with 24 beds. The other licensed medical Infirmaries are for male Inmates as follows:

Facility	Beds
ECI	22
JCI	6
JRI	21
MCIH	17
MTC	48
WCI	28

- 3.24.2. The Contractor shall provide treatment to Inmates whose medical conditions require that they be housed in respiratory isolation cells designated by the Department as part of the Infirmary care program unless hospitalization in an Off-site medical facility is medically indicated.

The Contractor shall operate respiratory isolation cells in the following locations. MCIW with six beds is the only location with respiratory isolation cells for female Inmates. The remaining locations for male Inmates are as follows:

Facility	Beds
ECI	4
JCI	6
MCIH	5
MTC	6
WCI	12

ECI has 24 additional beds available for respiratory isolation if needed in an emergency.

- 3.24.3 The Contractor shall utilize facility Infirmaries and respiratory isolation cells to their fullest extent consistent with acceptable medical standards. Only those Inmates requiring care beyond the capability of the Infirmary shall be hospitalized at licensed community facilities.
- 3.24.4 Each Inmate admitted to the Infirmary shall only be admitted upon a Clinician’s order which may be given telephonically and shall receive an Assessment by a physician and a nursing assessment by an RN within 24 hours of Admission. The Assessment shall include a History, physical, nursing acuity level, and Treatment Plan documented in the EPHR.
- 3.24.5 Infirmary and isolation unit rounds, not including Sheltered Beds shall be made and documented no less than every shift by a licensed Healthcare Professional and daily during the first shift by a Clinician. Rounds for Sheltered Beds shall be made at least weekly. Documentation of rounds shall be entered in the EPHR.
- 3.24.6 EPHR will be used for routine documentation for each patient in the Infirmary or isolation unit, and only original signatures or hospital/consultant reports will be kept in hard copy in accordance with the *Clinical Services and Inmate Health Medical Records Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=685>).
- 3.24.7 The Contractor shall be responsible for obtaining and maintaining licensure and certification for Infirmary and isolation units as required by law. A copy of all such licenses shall be provided to the DPSCS ACOM and the DPSCS DON within 5 days of receipt of a new or renewed license or certification and prior to expiration of the current license or certification.

3.25 Intake Triage and Screening

- 3.25.1 All Inmates newly admitted to DPSCS facilities shall receive a medical/mental health Intake Screening on upon arrival at a DPSCS facility. The Contractor shall provide these evaluations every day in accordance with the Intake process set forth in the Department’s *Medical Evaluations Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=702>).
- 3.25.2 Upon arrival at a DPSCS facility and within 2 hours of Admission for all Arrestees and for Inmates being transferred from another facility who have not been screened, an RN (or higher medical level Staff) in collaboration with correctional officers and mental health personnel will screen the Inmate using the IMMS to ensure that the Inmate is medically and mentally stable to complete the booking

process. Any Inmate who presents as unconscious, semi-conscious, bleeding, or otherwise obviously in need of immediate medical attention shall be rejected for Admission, and referred to an emergency room at an Off-site medical facility for care.

- 3.25.3 For Inmates accepted for booking, if any response given in the IMMS indicates a need for further inquiry or evaluation, the Inmate 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. All information obtained and all tests performed during the Intake Screening shall be entered into the EPHR, if available, or approved paper form if not available and then scanned into the EPHR.
- 3.25.3.1 The Contractor shall utilize the IMMS template, which is a part of the OCMS to enter information from the Intake Screening. The Contractor shall only resort to paper screening, using a Department approved screening form, in the event that OCMS is unavailable. In such instances, the Clinician or Healthcare Professional must scan the substitute paper screen into the EPHR if the Arrestee is committed and an EPHR file established. The information obtained during the Intake Screening shall be maintained for non-committed Inmates.
- 3.25.3.2 The Clinician shall immediately refer for mental health Assessment any Inmates identified as having a current mental illness or whose screening indicates the possibility of a mental illness, suicide ideation, and/or unstable mental health condition. The Clinician shall adhere to the requirements of the DPSCS Clinical Guidelines for Suicide Prevention and the Directive on Inmate Self-Harm and Suicide Prevention. All actions taken in conjunction with referral to a mental health professional shall be documented in the narrative text box at the bottom of the IMMS within OCMS. Information shall be transferred as necessary and appropriate to relevant fields within EPHR once the EPHR file is established following commitment.
- 3.25.4 Inmates with known chronic care conditions will be referred to a Clinician for evaluation of medication needs and initiation of medication management within the shift. Clinicians or Healthcare Professionals shall conduct an evaluation of urgent medications required by the Inmate for chronic disease maintenance, infectious disease care, birth control continuation and emergency contraception and provide those medications required for health maintenance as a part of the Intake Screening process. Emergency contraception shall be made available where clinical indications and history indicate the possibility of pregnancy risk. Initial orders and dosing, if available from stock medication or emergency drug cabinets, shall be provided by the PA or higher within 24 hours of the Intake Screening or sooner if clinically indicated. In instances where a required medication is not available On-site, the medication shall be ordered during Intake Screening from the Pharmacy Contractor and administered within twenty-four (24) hours of the written order. Emergency medications shall be administered immediately if the drug is in stock or, if not available, the Inmate shall be transported to the emergency room at an Off-site medical facility.
- 3.25.4.1 Medications brought in or self-reported shall be verified when possible and verification or inability to verify shall be documented in the EPHR with a plan of care. Female Inmates who indicate a current method of contraception requiring ongoing prescription shall be managed as if the medication were a chronic care medication until reviewed or changed by the On-site OB/GYN specialist who shall make a determination regarding the method of contraception.

The OB/GYN can make substitutions of oral contraceptives for birth control patches and other substitutions deemed to be pharmaceutical equivalents.

- 3.25.5 Each Arrestee shall be screened for and assigned a Heat Stratification Category. The Clinician shall inform Custody of the Category according to DPSCS policy and guidelines. The assignment shall be completed initially as a part of the Intake Screening and shall be confirmed at the 7 Day Intake Physical.
- 3.25.6. The Intake Screening shall include a urine pregnancy test for all female Inmates of child bearing age and all female Inmates who are on any form of birth control. Any female Inmate identified as requiring continuation of contraception shall be referred to the certified health educator and the OB/GYN specialist.
- 3.25.7 The Intake Screening shall include a urine screening test for Chlamydia and Gonorrhea for all Inmates. Blood tests for STIs (including RPR) shall be initiated within 72 hours of Admission for male Inmates and two hours for female Inmates. Blood drawn for routine STI testing will also be tested for HIV and HCV, unless the Inmate specifically states the Inmate does not want the test. The Contractor shall assure that written permission to draw blood samples includes a statement that blood drawn for routine STI testing will also be tested for HIV and HCV, unless the Inmate specifically states the Inmate does not want the test.
- 3.25.8 During the Intake Screening, the Contractor shall examine for lice infestation. The Clinician 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 (e.g., pregnancy, open sores, etc.).
- 3.25.9 The Contractor shall initiate TB screening by PPD planting within 72 hours of Intake Screening. The PPD shall be read between forty-eight (48) to seventy-two (72) hours of planting. Chest x-rays for PPD positives shall be completed within five (5) days of a positive reading.
- 3.25.10 Upon arrival at DPDS, an Arrestee who was the subject of a Bedside Commitment shall be subject to Intake Screening and the 7 Day Intake Physical to the same extent as other Inmates.
- 3.25.11 All new Inmates must be provided with HIV/HCV counseling and education. All required information and education shall be provided to Inmates in writing and documented in EPHR as part of the Intake Screening process.
- 3.25.12 BCBIC is a high volume Intake facility and Arrestees must be processed and be seen by a Court Commissioner within 24 hours of arrest. The Intake Screening must be completed as designed with no additional functions added and no variation to any form unless directed by the DPSCS Chief Medical Officer. The screening area must be adequately staffed at all times in accordance with the staffing plan approved by the Department Contract Manager to prevent back up.
- 3.25.12.1 The Contractor shall assure that those Inmates identified by the screening process requiring treatment or medications receive such treatment or medications at BCBIC until they are either released from Custody or transferred to a detention facility within DPSCS.

- 3.25.13 All Inmates received at BCBIC with a current history of substance abuse or evidence of intoxication or withdrawal secondary to substance abuse shall be provided immediate, medically necessary, and appropriate treatment, including detoxification from opiate and alcohol dependence consistent with the requirements of law and Departmental policy. 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. Inmates (a) at risk for progression to more severe levels of intoxication or withdrawal shall be ordered to a local area hospital for Assessment, monitoring and treatment or (b) experiencing severe, life-threatening intoxication (overdose) or withdrawal shall be immediately transferred to an Off-site medical facility by a Clinician.
- 3.25.14 The Baltimore City Courts may sentence male and female Inmates to a weekend or weekend(s) of confinement at a Departmental facility. The number of Inmates serving weekend sentences average between 20 and 25 per weekend. For the first weekend of confinement, these Inmates require an Intake Screening utilizing the IMMS form, including initial intake history and physical, RPR, and PPD within two hours of entry into BCBIC, and if determined, continuation of medication during their weekend(s) stay.

3.26 7 Day Intake Physical

- 3.26.1 The Clinician shall conduct a complete 7 Day Intake Physical within seven (7) days of the Inmate's Admission into a DPSCS facility in accordance with the Department's Medical Evaluation Manual. The 7 Day Intake Physical shall take place sooner if the Intake Screening process discloses a need for expedited medical evaluation or as otherwise directed by the DPSCS Chief Medical Officer. The findings of the 7 Day Intake Physical and follow up requirements shall be documented in the EPHR. Contractor shall provide a Monthly 7 Day Exam Report documenting all exams conducted during the month.
- 3.26.2 The 7 Day Intake Physical shall include a hearing and vision test. Inmates shall be screened for visual acuity and, if necessary, referred to optometry for screening and follow-up. If the Inmate is suffering from an urgent or emergency eye issue that may result in permanent vision loss, the Inmate shall be immediately referred to the Ophthalmologist or Off-site emergency room for treatment. If the optometrist identifies eye pathology through the use of the Department's retinal cameras, the Optometrist shall refer the Inmate for an ophthalmology follow-up. All results, follow-up referrals and retinal images shall be recorded in EPHR by both specialists.
- 3.26.3 The 7 Day Intake Physical shall include an oral screening and initial dental examination. Clinicians shall conduct an oral screening to determine if there are acute dental needs and shall refer to the Department's Dental Contractor in accordance with Department procedures.
- 3.26.4 The 7 Day Intake Physical shall include an Assessment for physical disabilities and shall recommend appropriate accommodation, including but not limited to DME, and/or housing or dietary restrictions. Any restrictions on housing or diet shall be conveyed to Case Management through a scanned copy of the completed Disabilities form in the EPHR. In addition, a copy of this form shall be attached to the medical clearance form that is transmitted to Case Management.
- 3.26.5 The Contractor shall develop and submit a Weekly ADA Disability Report to a Custody designee and the facility ACOM in all facilities. This report should contain at the minimum: Inmate name and number, date of birth, type of disability in descriptive terms (without disclosing medical condition or

diagnosis), type of assistive device, and recommendations for accommodation. The Contractor shall submit a Statewide Monthly ADA Report to the DPSCS DON through the document management system.

- 3.26.6 The 7 Day Intake Physical shall include relevant diagnostic testing. At a minimum, the diagnostic testing shall include HIV rapid testing unless the Inmate denies consent, which shall be documented in the EPHR. All refusals will be documented using the Department's refusal forms and witnessed.
- 3.26.7 All female Inmates shall be referred to participate in health education related to decreasing the risk of unintended pregnancy and increasing the possibility of positive pregnancy outcome. The Contractor will provide resource cards during the Intake Screening that provide information about local women's health care upon release.
- 3.26.8 If the Inmate is transferred out of the intake facility, admitted to an Infirmary or hospitalized before the 7 Day Intake Physical is completed, the Contractor shall complete the 7 Day Intake Physical at the Inmate's location or, if the Inmate is hospitalized, within seven (7) days of the Inmate's return to a DPSCS facility.

3.27 Annual and Periodic Physical Examinations

- 3.27.1 In accordance with the Department policies, each Inmate shall receive annual and periodic physical examinations during the period of incarceration. Exams shall be conducted as follows:
- 3.27.1.1 Age related re-exams
- under 50 – every 48 months;
 - 50 and over – every 12 months;
 - If an Inmate is over 55 years old or is otherwise physically impaired, the Inmate shall be evaluated in conjunction with the Karnofsky scale for physical independence at every physical re-examination.

If the Department submits notification to the Contractor that an Inmate is due for an age-related physical but the Contractor elects to record the date of a prior exam that is still applicable, rather than perform a new exam, the Department has no responsibility to submit an additional notice to the Contractor when the prior exam expires. The lack of a second notification to the Contractor does not negate the Contractor's responsibility to ensure that each Inmate is provided an annual or periodic physical within the timeframes specified in the Contract.

3.27.1.2 Disability related re-exams

If an Inmate suffers from disability, the Inmate shall be evaluated for adequacy of accommodation in conjunction with medical equipment and physical environment so as to be in compliance with the ADA. Case Management at the institution shall be informed of the need for any accommodation required under the Act in the manner prescribed by the Department.

3.27.1.3 TB related re-exams

All Inmates shall be tested for TB annually whether or not scheduled for physical re-examination. Annual chest x-rays shall be provided to Inmates who previously tested positive for TB.

3.27.1.4 HIV related re-exams

At every physical re-examination, all Inmates shall be provided with HIV education and informed of the opportunity for HIV testing and tested for HIV if the Inmate so elects. Unless otherwise ordered by a Court, HIV testing shall be performed in accordance with procedures for a health care facility under Md. Code Ann., Health General Article, § 18-336. In the event of a court-ordered test, the Contractor will draw a blood sample including, if necessary, participating with Custody in the involuntary drawing of a blood sample.

3.27.2 The Contractor shall provide a Monthly Periodic Physical Exams Report of all exams conducted during the month. The Report is due to the Department Contract Manager by the 3rd Monday of the month following the one in which the exams were conducted. If the 3rd Monday is a holiday, the report shall be due on the next Business Day.

3.28 Sick Call

3.28.1 The Contractor shall be responsible for the collection of all Sick Call Slips and shall assign an RN to triage all Sick Call Slips the same day that they are received. 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 shall be collected daily Monday through Friday. The RN shall assign a rating of routine, urgent or emergency and record the date and time of triage for each Sick Call Slip.

3.28.2 The Contractor is responsible for the 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 Clinician doing triage determines that the Sick Call Slip in these disciplines constitutes an emergency, the RN or Clinician shall address the emergency in accordance with established emergency protocol and shall immediately notify the appropriate specialist of the Contractor, the Mental Health Contractor, or the Dental Contractor of the nature of the emergency.

3.28.3 Inmates who have submitted Sick Call Slips asserting a medical complaint considered emergent shall be immediately (not later than 2 hours after triage decision) referred to a Clinician on-site or on-call. Inmates submitting Sick Call Slips determined to be urgent but not emergent shall be scheduled for a sick call clinic so that the Inmate is seen within 24 hours. Inmates who have submitted Sick Call Slips classified as routine shall be seen within 48 hours if submitted Sunday through Thursday or 72 hours if submitted on Friday, Saturday, or a State holiday.

3.28.4 For the general population, the Contractor shall operate sick call clinics no less than five days a week (Monday through Friday, excluding State holidays). On State Holidays, Staff shall triage Sick Call Slips to identify acute and urgent or emergency Inmate complaints and treat such complaints consistent with DPSCS policies up to and including Emergency referrals to Off-site providers or medical facilities. For non-emergency Sick Call Slips, the Inmate shall be placed on the sick call schedule for the next available sick call clinic.

Fixed clinic times, locations, and staffing shall be provided using an Excel spreadsheet no later than ten (10) days prior to the first day of each calendar month to the DPSCS Contract Manager, the ACOM assigned to the SDA and to the designated Custody officials (usually transportation) for that SDA. The Schedule shall be developed jointly with the Other Healthcare Contractors and facility DPSCS staff to minimize conflicts regarding space allocation. Any changes to these schedules involving Custody require pre-approval by the DPSCS Chief Medical Officer or DPSCS DON. Clinic hours shall be posted in the Dispensary of every correctional facility and other areas as directed by Custody. The clinic schedules shall also be added to the document management system.

Each sick call shall be of such duration that all scheduled Inmates who show up for the appointment will be seen. There shall be no backlogs of Inmates to be seen in sick call. Same day referrals for emergency complaints shall be seen during a clinic session on the same day that the Inmate appears for services.

All documentations of sick call clinic encounters shall be made the same day, which includes documentation of missed appointments and refusals. As required by DPSCS Refusal for Treatment Policy, Inmates must sign the refusal, or if the Inmate refuses to sign the refusal, two Contractor Staff (not Custody) must witness and sign the Inmate's refusal. In addition, in accordance with DPSCS Sick Call policy, documentation of every missed appointment shall be entered in the EPHR. In accordance with the Sick Call Policy, any Inmate who chooses not to keep an appointment must be brought to the sick call location to sign the refusal form.

- 3.28.5 To provide continuity of care, Physicians shall be assigned to sick call clinics for at least six consecutive months. The Contractor shall submit to the ACOM a schedule of the assigned Physicians for the first six month period on the Go-Live Date. No later than 30 days prior to the end of the current six month period, the Contractor shall submit to the ACOM a schedule of the assigned Physicians for the next six month period. Substitutions for vacation, illness, or training shall be submitted and approved by the DPSCS Chief Medical Officer or DPSCS DON. Nurse practitioners or Physician Assistants may provide interim coverage for vacation, illness or training, with the approval of DPSCS.
- 3.28.6 The Contractor shall maintain an electronic log of all Sick Call Slips and referrals. If no log is available in the EPHR system, the Contractor shall maintain the log using MS Excel and shall add the spreadsheet to the document management system. The log shall contain, at a minimum, the following:
- (1). Inmate name and DOC number;
 - (2). Date Sick Call Slip was submitted;
 - (3). Nature of complaint;
 - (4). Triage decision;
 - (5). Date and time of triage decision;
 - (6). Name and credentials (title) of person making the triage decision;
 - (7). Date scheduled to be seen;
 - (8). Date seen;
 - (9). Reason for missed appointment, if applicable;
 - (10). Date of referral to specialist, including specialist discipline; and
 - (11). Date seen by specialist.

This data will be formatted in a Monthly Sick Call Log summary report and submitted monthly to the ACOM and the Department Contract Manager. The summary report shall include, at a minimum, the number of Sick Call Slips received, processed and seen by discipline, total sick call requests, total of sick call requests seen within the required timeframe and total of non-compliant sick call requests with reasons for non-compliance.

3.28.7 The Contractor is responsible for providing sick call to Special Confinement Populations in all facilities, equivalent to the sick call services available to the general population in the facility.

3.28.7.1 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 between the hours of 6 a.m. to 6 p.m. and consistent with Custody's ability to provide escorts into the area. Any resulting examination and treatment shall be referred to the Clinician for evaluation and treatment consistent with DPSCS sick call policy.

A log of all Special Confinement Area rounds shall be maintained in a format approved by the DPSCS Director of Nursing and will include all persons visited during those rounds. Visits to Inmates without health complaints shall appear on this log but additional EPHR documentation on these Inmates is not required.

3.28.7.2 Documentation for Inmates in Special Confinement reporting a health complaint shall be entered into the EPHR for that Inmate and shall include:

- (1). Disposition of the Inmate's complaints;
- (2). The name and title of the employee making the rounds;
- (3). Confirmation that visual and verbal contact did occur and any observations resulting from that visual or verbal contact;
- (4). A comment section that includes information on referrals for medical, mental health, or dental needs and the date that information is relayed to that specialty; and
- (5). All complaints regarding medical needs.

3.29 Medication

General

3.29.1 The Contractor is responsible for:

- (1). Adhering to the Department's *Pharmacy Services Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=686>);
- (2). Receiving all prescriptions ordered by Clinicians regardless of discipline or specialty, including orders from Clinicians of Other Healthcare Contractors, transmitting the orders to the Pharmacy Contractor and receiving, delivering, and administering all medications received from the Pharmacy Contractor, excluding the CMHCs, and designated Patuxent mental health units;

- (3). Ensuring that only Formulary medications are ordered unless proper procedures are followed and approvals obtained for Non-Formulary medications as required in this RFP;
- (4). Receiving medication shipments from the Pharmacy Contractor and verifying the shipment against the Order (e.g., the packing slip that accompanies each box of medication identifying the prescription filled as contained within the shipment) through use of barcode scanners A list of Pharmacy Delivery locations is available as **Attachment CC**;
- (5). Scanning all medication shipments received into the Pharmacy Contractor's barcode system as soon as possible after receipt of the shipment but in no event later than six hours after receipt. In facilities that do not have medical Staff working on the weekend the Contractor shall scan the shipments received during non-staffing hours into the Pharmacy Contractor's barcode system within four hours of the beginning of the first shift that medical Staff are required to work;
- (6). Providing the DPSCS Contract Manager with all inventory and shipment verification information relating to medications;
- (7). Properly storing all medications;
- (8). Promptly making shipments available for administration ;
- (9). Maintaining supplies of stock medications in cooperation with the Pharmacy Contractor and as approved by the DPSCS Chief Medical Officer and DPSCS Director of Nursing;
- (10). Appropriately documenting medication administration;
- (11). Tracking and reporting usage of stock medications as required by the DPSCS DON;
- (12). Inspecting and auditing for expired medication and returning such expired medication to the Pharmacy Contractor and reporting it to the DPSCS ACOM and the Pharmacy Contractor;
- (13). Ensuring that non-narcotic drugs are securely stored in a locked Medication Room in an Infirmary or Dispensary in a locked medication cart;
- (14). Ensuring that narcotic and methadone storage requirements (e.g., double locks, accurate counts with Custody and Contractor, DEA accepted forms of documentation for receipt and use of narcotics) are met;
- (15). Ensuring 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;
- (16). Documenting and reporting all medication errors to the facility ACOM and the DPSCS DON via email by the Contractor's Regional DON for the facility in which the error occurred during the shift in which the error occurred. A Monthly Medication Errors Summary Report of all medication errors with trending and analysis and corrective actions as required will be provided monthly to the ACOM and DPSCS DON and shall be reported and monitored at the Regional monthly and quarterly CQI meetings and the quarterly Statewide P&T committee meetings;
- (17). Providing equipment required for the transmission of pharmacy orders from the facilities to the Pharmacy Contractor;
- (18). Providing locking medication carts for the administration of medication.

- (19). Providing an automated bar coded medication dispensing system that identifies which medications have been dispensed to which Inmate, when and by which Clinician or Healthcare Professional; and
- (20). Providing support to the Pharmacy Contractor regarding the testing and monitoring of Inmates who are on anticoagulant therapy, to maintain them within normal limits and avoid bleeding complications.

Medication Administration

3.29.2 Clinicians and Healthcare Professionals shall administer medication to all Inmates including all psychotropic medications, except in the CMHCs. Clinicians will document medications they provide consistent with Department policy. Nurses are permitted to document medication as ordered or dispensed by the Clinician, but the note accompanying such documentation must reflect the date, time, and name of the person actually dispensing the medication.

3.29.2.1 For all DPDS facilities, Clinicians shall order first dose medications during the Intake Screening and Clinicians or Healthcare Professionals shall administer the first dose of all newly prescribed medications as part of the Intake Screening within 24 hours of Admission, unless quicker administration is deemed medically required. All Inmates requiring medication must receive such medication during the Intake Screening. For all other DPSCS facilities, Clinicians or Healthcare Professionals shall administer the first dose of all newly prescribed and received medications by the end of the shift during which the medication was received. For any prescription for a stock medication, the stock medication shall be used to initiate therapy.

3.29.2.1.1 In any circumstance when the Contractor's Clinicians and Healthcare Professionals did not place medication orders in a timely manner, as described in § 3.29.2.1 above, the Contractor shall take all necessary actions to obtain and administer the necessary medication 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, including fees incurred by the Department as a result of receiving expedited delivery of medication.

3.29.2.2 Medications will be administered in accordance with written orders and consistent with the Department's Pharmacy Services Manual dosing schedules and the pill line schedule of the facility. Medications ordered shall be received every 12 hours for administration in the DPDS facilities and within 24 hours for DOC and Patuxent facilities. **Attachment DD** reflects the pill line schedule for each facility.

3.29.2.3 The Contractor's Healthcare Professionals or Clinicians shall record the actual time of medication(s) administration on a Department approved MAR, including e-MAR, when implemented. Medications not given are to be documented according to Department policy on that same record with a reason given for the non-delivery and an identification of the Clinician or Healthcare Professional not administering the medication.

3.29.2.4 Stat and new medication orders from stock shall be administered by an RN or higher level provider. All other medication administration will be conducted by LPNs or higher level of

licensed personnel. LPNs will have direct oversight by a registered nurse or higher who will be responsible for the LPN's efficacy.

3.29.2.5 No change in the format for medication administration will be permitted without the written permission of the DPSCS Chief Medical Officer, DPSCS Director of Nursing, and ACOM for the SDA. This includes but is not limited to:

- (1). Changes in the location of where medications are administered;
- (2). Verification processes relating to the MAR or e-MAR ensuring that the right medication is administered to the right person; and
- (3). Watch Take medication processes, also known as Direct Observation Therapy, to ensure that the Inmate is seen swallowing, injecting or applying the medication before moving to the next Inmate.

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

- (1). The Clinician has determined that KOP is appropriate by evaluation and that determination is entered in the EPHR;
- (2). The medication has been approved as KOP by the DPSCS Chief Medical Officer in collaboration with the Statewide and/or Regional P&T Committees ;
- (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 signed agreement shall be placed in the Inmate's patient health 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 medication was delivered to the Inmate.

3.29.2.7 The Department reserves the right to implement changes in the medication administration process.

Stock Medications

3.29.3 All facilities staffed with medical or mental health nursing staff will be permitted to store a limited number of stock medications as agreed upon by the DPSCS Director of Nursing, DPSCS Chief Medical Officer, and the Other Healthcare Contractors. The list of stock medication shall be reviewed and approved each year by the P&T Committee.

3.29.3.1 Stock medication shall be used in response to Stat orders and newly ordered medication for an Inmate when available, if the Inmate has not yet received 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.

3.29.3.2 Use of stock medication will require:

- (1). Documentation on the stock card as described in the *Clinical Services and Inmate Health Pharmacy Services Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=686>); 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.

3.29.3.3 The Contractor will have available in the medication rooms for review by a designated DPSCS employee records of all stock medications received consistent with established par levels, and records of usage (documentation on the stock card). Liquidated damages will be assessed for missing documentation.

Non-Formulary Medications

3.29.4 Approval for the use of Non-Formulary medications shall be in consultation with the Pharmacy Contractor and the Contractor's Regional Medical Director. Recommendations of the Pharmacy Contractor regarding an alternative pharmaceutical 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's Clinical Pharm. D. If the appeal is supported by the Contractor's Statewide Medical Director, it will proceed to the DPSCS Chief Medical Officer and the Contractor's Statewide Medical Director. Decisions of the DPSCS Chief Medical Officer shall be final.

3.29.5 Non-Formulary medication orders must be approved or declined within 8 hours of the request and must be ordered within 24 hours of approval and administered within 8 hours of receipt of the medication.

3.30 Chronic Care

3.30.1 The Contractor shall operate a comprehensive chronic care program that ensures that chronic conditions are appropriately diagnosed, treated, and controlled to prevent and minimize decompensation and/or complications of diseases/conditions. Chronic care conditions include, but are not limited to, asthma, cancer, cardiovascular, diabetes, dialysis, endocrine, epilepsy, hospice care, hypertension, infectious diseases (HIV/AIDS, TB, hepatitis, etc.), internal medicine (autoimmune diseases, rheumatology, systemic conditions not addressed in other designated Chronic Care clinics) pain management, pulmonary, and other disabilities or conditions related to aging, terminal illness, etc. The Contractor shall refer in writing via EPHR 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.

3.30.2 At least ten (10) days prior to the first day of each month, the Contractor shall provide an electronic Monthly Clinic Schedule of the times and locations of chronic care clinics for each facility to the Department's Chief Medical Officer for approval. The Schedule shall be developed jointly with the Other Healthcare Contractors and facility DPSCS staff to minimize conflicts regarding space allocation. Any changes to these schedules involving Custody require pre-approval by the DPSCS Chief Medical Officer or DPSCS DON. The Clinician shall identify chronic medically ill individuals for enrollment in the appropriate somatic chronic care clinic to assure regular follow up and evaluation of Treatment Plan efficacy.

- 3.30.3 To provide continuity of care, Physicians shall be assigned to chronic care clinics for at least six consecutive months. The Contractor shall submit to the ACOM a schedule of the assigned Physicians for the first six month period on the Go-Live Date. No later than 30 days prior to the end of the current six month period, the Contractor shall submit a schedule of the assigned Physicians for the next six month period to the ACOM. Substitutions for vacation, illness, or training shall be submitted and approved by the DPSCS Chief Medical Officer or DON. Nurse Practitioners or Physician Assistants may provide interim coverage for vacation, illness, or training upon prior approval by the ACOM.
- 3.30.4 A chronic care clinic for each facility shall be established for ophthalmology/optometry cases including but not limited to glaucoma, macular degeneration, and complicated diabetic vascular micropathology. Appointments for an optometry and/or ophthalmology specialist shall be scheduled for a 90-day review for chronic care cases. Contractor shall maintain a data tracking system in an Excel spreadsheet monitoring glaucoma and diabetic retinopathy and other chronic pathological eye conditions. The spreadsheet shall be added to the document management system no less frequently than monthly.
- 3.30.5 The Contractor shall create and maintain a Chronic Care Clinic 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.

The Contractor shall include in the database all Inmates identified with a chronic condition and include them in the database irrespective of whether they are actively being treated. 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. This database shall be maintained on a daily basis in an Excel spreadsheet and added to the document management system.

- 3.30.6 Chronic care patients who have had 3 or more Off-site emergency room visits shall be seen monthly by an RN or Clinician and shall be seen by the same RN or Clinician for at least six consecutive months. All other chronic care patients shall be provided a chart review (including a review of medication) by an RN or Clinician every month and will be seen face-to-face by a Clinician at least quarterly for the purpose of medication review, including efficacy, dosage, side effects, and need for continuance. An updated Treatment Plan and problem list shall be recorded in EPHR for every chronic care visit and each visit shall be recorded as a chronic care visit in EPHR.
- 3.30.6 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 ordered and processed to prevent interruption.
- 3.30.7 The Contractor shall adhere to 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. When new treatment or testing for chronic conditions are recommended by the Centers for Disease Control and Prevention or other recognized authorities in treatment protocols, the Contractor will incorporate the treatment or testing

services into the approved chronic care regimen after discussion with and review and approval by the DPSCS Chief Medical Officer.

3.31 Emergency Medical Care

- 3.31.1 Responses to Emergencies are the responsibility of the Contractor. The Contractor shall treat and stabilize all persons (including Inmates, employees, and visitors) requiring emergency or urgent care. The Contractor shall provide emergency care to Department employees and visitors until they can be transported to their medical provider or a community medical facility. Every effort will be made to render emergency care to Inmates On-site as long as the on-site efforts do not endanger the health and well-being of the Inmate.
- 3.31.2 When physicians are On-site in the facility they should be immediately contacted concerning any emergency medical care. If a Physician is not present, the on-call Physician shall be contacted.
- 3.31.3 The Contractor shall provide trained On-site medical personnel to operate emergency equipment at all times the Contractor is required to be On-site at a facility. Documentation of the training including dates offered, names of attendees, and syllabus on the use of all emergency equipment shall be maintained in the Contractor's training database.
- 3.31.4 The Contractor shall ensure that sufficient personnel with competencies in emergency care are On-site at each facility to preclude the necessity of transporting Inmates Off-site for suturing, venipuncture, IV initiation, routine EKG interpretation, chest and long bone radiographic interpretation, routine orthopedic splinting, performing electrocardiogram tests and interpreting results, taking x-rays and interpreting results, and other related services.
- 3.31.5 Emergencies shall be responded to as follows: If indicated by a Clinician or 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 request transport of an individual to an emergency room at an Off-site medical facility for life threatening events. The Contractor shall manage life-threatening emergencies by using the Maryland Emergency Medical Services System that is coordinated and supervised by MIEMSS. The Contractor's Staff shall coordinate all emergency transfers with Custody.
- 3.31.6 The Contractor is responsible for all costs of emergency room services provided to Inmates.
- 3.31.7 The Contractor shall ensure the availability of emergency treatment through predetermined arrangements with Off-site medical facilities. Prior to transport, the treating Clinician shall contact the local emergency room of the facility to which the Inmate is being transferred to notify it of the transfer and the Clinician's findings.
- 3.31.8 The Contractor shall document in the Inmate's EPHR prior to the end of the shift all emergency services provided to an 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. When an Emergency has been responded to and referred to an Off-site medical facility, the Contractor shall make every reasonable effort to secure a copy of the Inmate's medical record from the treating hospital. All Emergency 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. The Contractor shall include a quarterly report of all Emergencies as part of the Quarterly Serious Incident Report.

3.31.9 The Contractor shall maintain and test all emergency medical equipment every shift and record findings on a paper log kept at the site of the emergency equipment, including emergency carts and AEDs.

3.32 Inpatient Hospitalization

- 3.32.1 The Contractor shall be responsible for all Inmate inpatient hospitalization. The Contractor shall refer Inmates for specialty, subspecialty and hospital services in a manner consistent with the Department's policies and the Contractor's approved utilization management policy when medically indicated.
- 3.32.2 The Contractor shall comply with direction from the DPSCS Chief Medical Officer or Contract Manager with respect to hospital utilization to minimize correctional officer commitment, maximize public safety, and address any objection by the hospital to providing services to Inmate patients. The only current secure hospital ward is at Bon Secours Hospital (14 secured hospital beds plus 20 to 30 patient waiting rooms for outpatient clinics).
- 3.32.3 Inpatient hospitalization shall occur in conjunction with the Utilization Management Program, 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 Business Hours.
- 3.32.4 The Contractor shall ensure an inpatient census of at least 5 patients daily at Bon Secours Hospital that may include a combination of transfers from other hospitals, transfers of infirmary patients, and one-day (23 hour admission) procedures; e.g. 1-day surgeries, including colonoscopies, liver/bone marrow biopsies and other 1-day admissions that do not constitute prolonged inpatient stays of individual Inmates. The Contractor shall comply with direction from the DPSCS Chief Medical Officer regarding identification of Inmates housed in local or regional hospitals who may be eligible for transfer to a hospital with a locked ward. The ability to ensure a 5 inpatient census at Bon Secours Hospital shall be reviewed by the DPSCS Chief Medical Officer whose decision shall be final.
- 3.32.5 If it is determined that Off-site specialty or hospital care is required for an Inmate, the Contractor shall refer an Inmate patient for Off-site ambulatory, specialty, or hospital care only in conjunction with its Utilization Management process. The Medical Contractor will be responsible for the cost of such care except as provided in 3.32.6. Bon Secours shall be the preferred site for Off-site patient care due to the existence and availability of the secure ward. Another hospital may be used only if approved in writing by the DPSCS Chief Medical Officer.

If the Mental Health Contractor determines that an Inmate needs to be referred for Off-site ambulatory, specialty, or hospital care, it will do so in conjunction with the Contractor's Utilization Management process. The Contractor will fully cooperate with the Mental Health Contractor in this regard. Subject to the limitations of 3.32.6, the Contractor shall be responsible for the cost of Off-site care for patients referred by the Mental Health Contractor.

3.32.6 For any Episode for which the cost exceeds \$25,000, the Department will pay 50% of the costs that exceed \$25,000 and the Contractor will pay the other 50%. During fiscal year 2015, the total cost for Episodes was \$8.59 million and the total cost for Episodes exceeding \$25,000 was \$5.06 million.

For fiscal year 2016 through May 31, 2016, the total cost for Episodes was \$5.70 million and the total cost for Episodes exceeding \$25,000 was \$3.72 million. The State's fiscal year begins July 1st and ends on June 30th.

3.33 Specialty Care – General

- 3.33.1 Except as provided in section 3.32.6, the Contractor is responsible for all medical On-site and Off-site specialty care, including hospitalizations, whether that Off-site care is considered medical care, mental health care, dental care, emergency, or scheduled care. 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 expiration or termination of the Contract for any services that were performed during the Contract term.
- 3.33.2 The Contractor's plan for delivery of specialty care shall take into account Custody scheduling and correctional officer utilization. Specialty care Clinicians should be identified with consideration given, in part, to proximity to Inmates in need of services and capacity to see multiple Inmate patients in a single visit. The Contractor will maximize use of the telemedicine program for specialty services and clinics involving Off-site providers in order to decrease transportation and overtime. Telemedicine specialty clinics shall be the preferred method of delivering services. Failure to use telemedicine to provide care requires justification that will be documented in the EPHR for each case.
- 3.33.3 The Contractor shall submit an Off-site specialties clinic schedule designated by specialty provider type (e.g., internal medicine, neurology, orthopedic, etc.). The schedule will identify all specialty consultation appointments and will specify the date of approval of the requested consultation, the date of the specialty appointment and the confirmation date of the completion of the appointment. The expectation is that specialty consultation appointments will be scheduled within 60 days of the approval of the request (90-120 days for less available specialties such as dermatology, neurology, neurosurgery, etc.) and that these appointments will be kept and completed as scheduled. This schedule shall be submitted each month through the document management system to the DPSCS Director of Nursing. Any appointments that are rescheduled or exceed the timeframe indicated above must have an explanation as to cause documented on the same schedule.

In the event an approved consultation or procedure is not completed as required above, the Contractor shall provide an electronic copy of the approved referral and a report to the Department ACOM identifying the:

- (1). Inmate name;
- (2). Inmate DOC number;
- (3). Specialty service requested;
- (4). Reason for the request; and
- (5). Reason describing why the approved request was not completed in a timely manner.

This report shall be submitted as part of the Contractor's monthly Utilization Report. Except for documented emergencies, no specialty clinics may be cancelled without approval of the DPSCS ACOM for the facility. As soon as the Contractor becomes aware of a problem with scheduling, the Contractor shall immediately notify the ACOM for the facility.

- 3.33.4 Contractor's nursing and First Line Staff shall provide assistance to visiting Clinicians and non-M.D. subspecialists, including but not limited to dialysis personnel, therapists, podiatrists, optometrists, 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, requests made to the ACOM for clinic cancellations related to facility lock down or flooding, etc.
- 3.33.5 The specialist shall be responsible for the entry of specialist progress notes, diagnoses, and any relevant information related to the services rendered into the EPHR.
- 3.33.6 The Contractor shall ensure that On-site and Off-site specialty Clinicians have appropriate board certification(s) and malpractice insurance coverage and are credentialed consistent with the Department's policies. For University or community hospital based specialists, DPSCS will accept the specialist as meeting the requirements of this section.
- 3.33.7 Contractor shall provide a specialist with documented experience and training in gender dysphoria who will manage the medical treatment for Inmates diagnosed by the Mental Health Contractor with gender dysphoria. No later than the Go-Live date, the Contractor shall identify this specialist.

3.34 Specialty Care – Vision Services

- 3.34.1 The Contractor shall maintain a program of routine vision testing, as described by the Department's policy and procedure, for near vision as well as far vision. Appropriate follow up and correction shall be included as a part of this testing program. The Contractor shall conduct all optometric and ophthalmologic evaluations within eight (8) weeks of referral for non-emergency care.
- 3.34.2 Except for Inmates with a suspected or confirmed diagnosis of diabetes or severe vascular hypertensive or lipid disorders, Inmates under 50 years of age shall be examined by the Optometrist no more frequently than every 24 months. Inmates age 50 and older or Inmates with a suspected or confirmed diagnosis of diabetes or severe vascular hypertensive or lipid disorders shall be examined by the Optometrist at least every 12 months. In the event of identification of special needs which arise prior to the defined frequency intervals, such as traumatic injury, disease, or disorder which impacts vision, the Inmate may be evaluated by the Optometrist more often than specified and referred to an ophthalmologist based upon demonstrated clinical need. In case of an eye emergency, transient, or other visual loss, infection or pain, the Contractor shall immediately evaluate the Inmate and if medically indicated, make a referral to an ophthalmologist within twenty-four (24) hours for a follow up Assessment.
- 3.34.2 All results, follow-up referrals, and retinal images shall be recorded in EPHR.
- 3.34.3 When visual acuity screening reveals acuity at 20/40 or less, the Contractor shall have a licensed Optician(s) who shall prescribe and fit eyeglasses (or contact lenses if contact lenses are the only option allowing the Inmate to see) in accordance with good medical practice and consistent with the Department's Ophthalmology policy. These services are expected to be performed on-site.
 - 3.34.3.1 Eyeglasses will be provided at Contractor expense 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 optometrist for distribution in each SDA facility.

3.34.3.2 For situations when an Inmate's lens prescription has changed significantly or other medical necessity arises in less than a two year period, the Contractor shall provide at its expense new prescription lenses only to be fitted into the Inmate's existing glasses frames. However, if the new prescription lens will not fit into an Inmate's existing glasses frames, the Contractor shall provide the Inmate with a complete new set of glasses.

3.34.3.2.1 If an Inmate loses or breaks his/her glasses, upon the request of the Inmate the Contractor must order a new pair of glasses with the appropriate prescription strength. However, the expense of replacement glasses will be borne by the Inmate, not the Contractor. Upon receipt of such replacement glasses the Contractor may include the cost of such glasses in its billing to the Department, with appropriate itemized cost and identification of the Inmate requiring the glasses. The Department will pay for the replacement glasses and seek reimbursement from the requesting Inmate.

3.34.3.3 If contact lenses are medically indicated for an Inmate as stated in DPSCS policy, at its expense, the Contractor shall provide the Inmate with the contact lenses and all of the supplies needed to properly use and maintain the contact lenses.

3.34.4 The Contractor shall treat and manage glaucoma with an Ophthalmology specialist and in accordance with a Department approved protocol.

3.35 Specialty Care - Audiology

3.35.1 The Contractor shall make available to all Inmates audiology services, including but not limited to, testing and appliances as needed and/or prescribed by policy and procedure, and the ADA.

3.35.2 The hearing testing program requires at a minimum the use of an audiometer and shall be available in all facilities. For Inmates 22 and older, audiometric examinations shall be conducted with the Inmate's periodic physical exam, unless the Inmate demonstrates a significant level of hearing loss. The Contractor shall conduct hearing screenings related to school evaluations for juveniles in accordance with the American Civil Liberties Union (ACLU) settlement agreement in *Duvall v. Hogan*. All hearing tests results shall be documented in the EPHR.

3.35.3 The Contractor shall provide comprehensive On-site 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, at its expense, hearing aids, batteries and reexaminations as recommended by the Audiologist.

3.35.4 The Contractor shall provide a quarterly report of all assessments for hearing aids.

3.36 Specialty Care – Physical Therapy

3.36.1 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 physical therapy shall be provided at all other facilities. The Contractor shall provide a quarterly report of all referrals and all services provided.

- 3.36.2 If not already available at a facility, the Contractor will purchase and maintain basic equipment necessary for physical therapy On-site.
- 3.36.3 The Contractor shall maintain a centralized physical therapy schedule within the EPHR and assure coverage that will provide physical therapy services as ordered Statewide in DPSCS facilities.
- 3.36.4 The following subcontractors currently provide physical therapy services under the current Contract:
 - Baltimore: Garrett Physical Therapy
 - Eastern: Tidewater Physical Therapy
 - Jessup: Catonsville Physical Therapy
 - Western: Ryan Physical Therapy

3.37 Specialty Care – Dialysis Services

- 3.37.1 The Contractor shall arrange for and oversee the maintenance of a full service dialysis unit in the following facilities: JCI (capacity – 5 chairs), MCIW (2 chairs), MCTC (8 chairs) and MTC (5 chairs). The dialysis units will be fully staffed and operated (including, if necessary, seven days a week and multiple shift operations) as needed to accommodate the patients needing services. **Attachment P** reflects dialysis treatment trends for Fiscal Years 2014 - 2016.
- 3.37.2 In the event of unavailability of dialysis machinery due to electrical outages or other circumstances, the Contractor shall have a written plan of action to meet the dialysis needs of these Inmates without interruption of service. A contingency plan shall include transfer to other DPSCS facilities as practical. The plan shall utilize outside non-Department facilities only after all other avenues have been exhausted and only upon the approval of the Department’s Chief Medical Officer or, in his/her absence, the Department’s DON.
- 3.37.3 The Contractor shall provide a quarterly report of all dialysis services.
- 3.37.4 CharDonnay Dialysis Inc. currently provides dialysis services under the current Contract.

3.38 Specialty Care – Obstetrics and Gynecology

- 3.38.1 The Contractor shall ensure that On-site gynecological services are available to female Inmates and that On-site obstetrical services are available to pregnant Inmates. The Contractor shall maintain a list of specialized obstetrical services. The Contractor is responsible for costs associated with care of the pregnant inmate regardless of the desired outcome of a pregnancy, including first trimester terminations for any reason.
- 3.38.2 On-site Gynecological services to female Inmates shall include medical examinations, laboratory and diagnostic testing, pap smears, mammograms, and colposcopies in accordance with DPSCS policies and national guidelines.
- 3.38.3 An OB/GYN specialist or CRNP/PA supervised and trained in OB/GYN to manage high risk pregnant females must examine all pregnant Inmates On-site within seven (7) Business Days of entry into the facility. Pregnant Inmates shall be identified and triaged according to the *Medical Evaluations Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=702>) and the Inmate

Pregnancy Management Manual (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=705>). Upon entry to a facility, a Clinician shall assess and appropriately treat any pregnant Inmate admitted with a history of opiate use and refer the Inmate to an appropriate specialist in addiction medicine and the certified health educator.

- 3.38.4 At all sites housing female Inmates, the Contractor, consistent with Department policy and guidelines, shall provide routine gynecological and obstetrics care, prenatal care, specialized obstetrical services, postpartum care and women's health education in On-site clinics to be held at least four times each week for at least 4 hours each, and for pregnant Inmates. 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; and
 - (4). Family planning/contraception risk recommendations for prevention through referral to the certified health educator.
- 3.38.5 In the event of any indication of complications of the pregnancy, the Inmate will be taken to UMMS Labor and Delivery for Immediate attention in accordance with DPSCS policy. Contractor shall notify the DPSCS Chief Medical Officer and the Contractor's Utilization Management Director of Inmates who are at medical risk related to being able to sustain pregnancy beyond the first trimester. Such Inmates may include HIV positive pregnant Inmates and co-infected pregnant Inmates with Hepatitis B or C.
- 3.38.6 The Clinician shall discuss with each pregnant Inmate during the first trimester of pregnancy the Inmate's desire to continue the pregnancy, presenting factual information about risks associated with a decision to either continue or terminate the pregnancy. If after such discussion, it is the Inmate's desire to terminate the pregnancy, the Contractor shall make arrangements and bear the costs for the termination. Elective terminations of pregnancy will only occur during the first trimester. Pregnancies beyond the first trimester that are medically required may be terminated after discussion with and written approval of the Department's Chief Medical Officer and the Contractor shall bear the costs of the termination.
- 3.38.7 The Contractor shall secure and maintain a written agreement with a community facility for obstetric delivery, with priority given to UMMS Labor and Delivery.
- 3.38.8 The Contractor shall provide a comprehensive women's health education program at MCIW. The Contractor's Staff involved with women's healthcare shall participate in the program. The Contractor shall provide one full-time equivalent certified health educator. This educator shall be in addition to the other OB/GYN providers indicating in the staffing plan.

No later than 90 days after the Go Live Date, the Contractor shall conduct at MCIW at least one four hour session at least three days per week. At the direction of the DPSCS Chief of Medical Services, the program may expand to five days each week. The women's health education program shall include, but not be limited to, comprehensive family planning services, including contraceptive options (patches, pills, intrauterine devices, long acting reproductive contraception implants, etc.),

preconception counseling to decrease the risk of unintended pregnancy, and education related to STIs, HIV, Hepatitis A,B and C, normal and abnormal discharges, pap smear, mammograms, cervical and breast cancer, breast feeding, nutrition, exercise during pregnancy, pregnancy spotting and cramping, first trimester terminations of pregnancy, alcohol and drug abuse, trauma and impact on clinical encounters. The Offeror shall include the proposed curriculum of the women's health education program in its Technical Proposal and should include public health and community participants from Baltimore City. The final curriculum shall be subject to Section 1.47 of this RFP.

3.38.9 The Contractor shall maintain a database on a real-time basis that includes by patient all obstetrical and gynecological visits, pap smears, mammograms, STI tracking, completed RPRs, colposcopies, pregnancy outcomes, including terminated pregnancies and health education encounters related to comprehensive women's health. Contractor shall also provide a monthly summary report of all obstetrical and gynecological visits with disposition and location of any Off-site service.

3.39 Specialty Care – Terminally Ill Patients

3.39.1 The Clinician shall evaluate the status of terminally ill Inmates upon learning of their need and participate with Mental Health Professionals of the Mental Health Contractor, Social Work Staff and other Department staff in the development of a plan of care and support services. The plan shall be in writing and will contain:

- (1). A pain management program developed in collaboration with medical and mental health care Clinicians;
- (2). A Do Not Resuscitate process through a palliative care/hospice program, which shall be explained to the Inmate and permission sought to assist in the development of a written declaration of same;
- (3). Care and support services that will include On-site DME;
- (4). A plan to assure that, upon admission to an On-site Infirmery, Inmates will be given a patient bill of rights, educated on a living will and asked to identify next of kin or guardian to act on their behalf, if necessary; and
- (5). A plan for on-going evaluation of the mental status of terminally ill Inmates.

3.39.2 The Contractor shall assist in accumulating information in conjunction with medical parole. The Contractor shall make available to the Maryland Parole Commission, either directly or indirectly, any information relevant to an Inmate's direct or indirect request for medical parole. When appropriate under Department guidelines, the Contractor may directly or through the Department initiate a request for medical parole for a terminally ill or otherwise medically infirm Inmate who does not represent a threat to public safety as a result of his or her medical condition.

3.39.3 The Contractor shall submit a monthly report on palliative care services.

3.40 Specialty Care - Wound Care

3.40.1 The Contractor shall provide wound care services and supplies under the direction of a Statewide certified wound care Clinician and a team of registered nurses certified by the Wound, Ostomy, and Continence Nursing Certification Board. At least one such nurse shall be assigned to each SDA, except for the Western SDA for which two nurses shall be provided, one to be assigned to Cumberland and the other to Hagerstown.

- 3.40.2 Contractor shall conduct wound care clinics at least monthly for outpatients in each SDA and weekly rounds in each Infirmery. Both clinics and rounds will be led by the wound care Clinician and the SDA certified wound care nurse. All Inmates who are wheel chair bound, have chronic wounds or who are at high risk for developing chronic wounds shall be enrolled in wound care clinics and shall be seen monthly or more frequently if medically indicated.
- 3.40.3 Contractor shall provide to Inmates specialty care equipment and medical supplies necessary to promote wound healing including but not limited to specialty beds and mattresses. The DPSCS Chief Medical Officer may direct the use of specific wound care products on a case by case basis.
- 3.40.4 Contractor shall maintain a wound care log consistent with the DPSCS wound care policy, shall post this log in the document management system monthly and shall submit a monthly wound care report to the DPSCS DON.

3.41 Transfer

- 3.41.1 An Inmate arriving at any institution other than BCBIC has already been committed and the Clinician shall follow the Department's *Medical Evaluations Manual* regarding the review process.
- 3.41.2 The Contractor shall ensure continuity of care by adhering to Department policy and procedures on transfer and by completing a transfer assessment form and continuity of care form.
- 3.41.3 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 received with the Inmate during a transfer consistent with the Department's Policy on the transfer of medication.
- 3.41.4 Upon entry to the Maintaining Facility, Contractor shall perform a receiving screening and shall review the transfer form from the Inmate's Assessment at the receiving facility. 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. If the Inmate is stable at the time of the transfer, the Healthcare Professional or Clinician shall make an entry in the Inmate's EPHR 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 EPHR. Where possible the Contractor will avoid duplication of any processes already completed while the Inmate was housed in DPDS facilities.
- 3.41.5 Upon transfer, Inmates who have had an Intake or other physical examination within the last 12 months shall not receive another physical examination unless medically indicated. A Clinician will review the physical exam that was completed within the last 12 months. If the last physical was performed more than 12 months previously, a new physical exam shall be conducted. Regardless of whether a new physical is completed or the less than 12 months old physical is used, the Clinician will enter a statement into the EPHR documenting any changes and report any abnormalities documented within the last 12 months and shall develop or validate a Treatment Plan.
- 3.41.6 The Contractor may not initiate an Infirmery to Infirmery transfer or transfer to respiratory isolation cells without the approval of the DPSCS Chief Medical Officer and Case Management.

3.42 Release

- 3.42.1 The Contractor shall prepare for releases from the time of Admission to the system by updating the DPSCS Continuity of Care Form upon initial Assessment of the Inmate at a pre-release facility and review of the Inmate's potential release date. The Contractor shall prepare transfer forms for all Inmates anticipating release in order that the release shall occur in an appropriate geographical jurisdiction and shall develop and implement a release plan for all Inmates consistent with MCCS standards, NCCHC Standards for Jails and Prisons, and the Department's Release Policy.
- 3.42.2 The transfer form designated by the Department and contained within the EPHR, shall be completed by the Contractor within twelve (12) hours of notification of release. Transfer forms shall remain valid for three months after completion but shall be reviewed and updated at least monthly until the Inmate is released. A new transfer form is required every three months until the Inmate is released.
- 3.42.3 Prior to the time of release the Contractor shall complete the Continuity of Care Form, obtain the Inmate's signature and provide a copy to the Inmate. The original signed and completed form shall remain in the Inmate's hard copy chart and shall be scanned into the EPHR. If the Inmate is to be transferred to another facility before release, the Contractor's Staff shall include the signed Continuity of Care Form and medications into the Custody envelope for the transfer process following DOC Directives.
- 3.42.4 The Contractor shall provide Inmates who have chronic medical conditions being released to the community a total 30-day supply of each current chronic care medication, consistent with the Department policy regarding release medications, with the following exceptions:
- (1). Inmates taking drugs as Tuberculosis therapy, 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 of medication necessary to complete the prescribed treatment cycle shall be dispensed.
- 3.42.5 Upon notification of the release of any Inmate, the Contractor shall complete and submit all required forms to enroll the Inmate in the presumed eligible program for Medicaid. If the Inmate has an assigned Medicaid number before release and the DPSCS Chief Medical Officer approves, the Contractor need not provide release medication. Appropriate Contractor Staff shall also meet with the Inmate prior to release to discuss any release orders for that Inmate.
- 3.42.6 In addition to enrolling Inmates in the presumed eligible program for Medicaid, the Contractor 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.
- 3.42.7 Upon notification of the release of any Inmate, the Contractor shall complete all required forms and health examinations in application for supplemental Social Security income benefits, Medicare, or

any other entitlement program for which the Inmate might be eligible upon release and shall forward copies of those forms to SDA Social Work personnel. Approximately 15 applications for Social Security and approximately 25 applications for Medicaid are currently submitted each month.

3.42.8 Any medication being supplied to the Inmate upon release shall be appropriately packaged and labeled for use in the community. The Inmate's institutional supply of medications shall not be utilized as release medications unless a separate release supply is not received and the date of release has arrived. In this event, the Contractor Staff shall comply with the Pharmacy Services Manual regarding a less than 30-day supply of release medications.

3.42.9 The Contractor shall provide release planning Staff that consists of a full-time Director of Re-Entry and supervisory nurses with release planning or Case Management experience who shall work with Department Case Management, DPSCS Social Workers, the Mental Health Contractor's Re-Entry coordinator, community Re-Entry coordinators, and Ryan White Grantees to assure adherence to Department policy regarding release requirements. The Director of Re-Entry shall supervise all release planners. The release planners shall not fill in for Staff shortages or vacancies in other positions.

3.42.10 Responsibilities of the release planning nurses shall include, but not be limited to:

- (1). Open and continuous communication with Department Case Management and DPSCS Social Workers to assure that all persons in need of medical and/or mental health follow-up upon release are served;
- (2). Familiarity with local community facilities that can be used for referral in the geographic area where the Inmate will be living upon release to provide to SDA Social Work personnel involved in the release planning of any given Inmate;
- (3). Verifying release dates reflected in EPHR for Inmates known to be in need of community medical assistance;
- (4). Collaboration with DPSCS Social Workers in the facilities to assure that information regarding releases is shared and that those persons required to be followed through release have information that is complete;
- (5). Collaboration with medical and/or mental health specialists to ensure that any special instructions or follow up requirements are conveyed to the Inmate;
- (6). Assuring that all Inmates with a 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 and scanned into the EPHR;
- (7). Completion of an approved Continuity of Care Form for the Inmate to take to his/her community medical care provider.
- (8). Entry of the following information into a release database and submission of a monthly report summarizing the information:
 - (a). Released Inmate identification including DOC number;
 - (b). Actual date of release;
 - (c). Diagnoses requiring continuity of care;
 - (d). Documentation that the Continuity of Care form was completed and provided to the Inmate as required;
 - (e). Medications provided upon release including amount and dosage;

- (f). Status of Medicaid application for presumed eligibility, including Medicaid number and status of completion of standard Medicaid enrollment;
 - (g). Any last minute patient education provided;
 - (h). Any suggested follow up sites provided to the released Inmate;
 - (i). Where, if any, referrals for follow up care were made with dates and location of any appointments made for the released Inmate; and
 - (j). Name and title of the nurse completing the log entry.
- (9). Determination upon referral to a community medical care provider that the community medical care provider shall have the capability to assess and assist with providing the appropriate DME, as needed.

3.42.11 The Contractor shall provide a monthly report of activities as described in this section related to the Medicaid enrollment and applications for other entitlement programs to the Department Contract Manager, DPSCS Chief Medical Officer, and DPSCS Director of Nursing.

3.42.12 There will be times when an Inmate is released earlier than reflected on the Department's release schedule. Upon notice of such accelerated release, the Contractor must update its release database in sufficient time to ensure that all required release activities are performed as of the release date. If an Inmate is released sooner than anticipated, the Contractor shall make all reasonable efforts to satisfy all requirements of this § 3.42, within whatever advance notice timeframe is provided, whether that advance notice is 30 days, 1 week, or 24 hours.

3.43 Diagnostics - Laboratory

3.43.1 Except as provided for Mental Health and Dental services below, all laboratory and related costs including the interface with the EPHR are the responsibility of the Contractor.

3.43.2 Diagnostic services includes 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 if the tests are related to the physical health of the Inmate. The Mental Health Contractor shall be responsible for all costs related to laboratory blood tests (including blood draws, lab tests and lab results) ordered by the Mental Health Contractor that are completed for mental health reasons. The Dental Contractor is responsible for all blood work requested through a written order from a Dentist. Diagnostic services shall be available daily. 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.

3.43.2.1 Urine testing for the detection of drug or alcohol use is conducted through a separate DPSCS contract and is not considered a diagnostic service to be provided under the Contract.

3.43.3 The Contractor shall employ adequate lab services that have the capability to transfer lab results electronically within 24 hours of the results to the EPHR via a direct interface. If the Contractor's lab provider fails to provide adequate services or is unable to transmit results electronically, the DPSCS Chief Medical Officer may direct the Contractor to remove the lab provider and obtain a new lab provider with the required capability. The new lab provider will be subject to the approval of the DPSCS Chief Medical Officer. The Contractor shall continue to utilize and pay for 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 Inmates who are pregnant or suspected to be pregnant.

- 3.43.3.1 Laboratory services shall include daily pick up of specimens, provisions for Stat services, and delivery of result reports. The laboratory services shall be able to generate separate reports for Hepatitis, HIV, Hemoglobin A1C, and other reports as requested.
- 3.43.3.2 The Contractor shall ensure that the contracted laboratory has a quality improvement plan, which includes equipment calibration and check of reagents for viability and expiration.
- 3.43.4 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. All laboratory results shall be entered in the appropriate EPHR template within forty-eight (48) hours of receipt of the results. 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 EPHR by the Clinician shall be done for all electronic as well as paper lab results received. If a paper lab report is generated, such lab report must be scanned into EPHR after it has been reviewed and signed by a clinician.
- 3.43.5 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 cannot be completed within that timeframe, such as cultures. The physician or psychiatrist on-call shall be notified immediately of all STAT reports.
- 3.43.6 All abnormal laboratory results shall be brought to the attention of the Clinician no later than the same day the results are received or within four hours, whichever is longer. Critical lab results shall be brought to the attention of a Clinician immediately upon receipt of the results. 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 EPHR regarding those abnormal results and the plan for care subsequent to the results.
- 3.43.7 Diagnostic testing with routine results shall be shared with the Inmate within seven (7) Business Days of receipt of those results. Diagnostic testing with abnormal results shall be shared with the Inmate within 24 hours of receipt of those results.
- 3.43.8 A monthly lab tracking report shall be initiated that sets forth:
 - (1). Date of order;
 - (2). Date test drawn;
 - (3). Date results received;
 - (4). Date results reviewed by Clinician;
 - (5). Date results shared with Inmate; and
 - (6). Date lab review documented in the EPHR.
- 3.43.9 The Contractor shall audit the lab tracking report in all facilities, and shall submit to the DPSCS ACOM proof the audit was completed by the 10th of every month.

3.44 Diagnostics - Radiology

- 3.44.1 The Contractor shall be responsible for all radiology and related costs.
- 3.44.2 All routine x-rays shall be provided in the facility with either On-site x-ray machines or a mobile service. X-rays shall be taken by a registered technician and shall be read by a Board Certified or Board eligible radiologist. The Contractor shall provide after hour x-ray tech services for Stat x-ray orders. The Contractor shall provide a schedule for each facility of the radiology services, dates, times, and places. The schedule shall be posted for Staff and included in the document management system. When required by the nature of the Inmate, the Contractor shall provide a pass for the Inmate to access radiology diagnostics.
- 3.44.3 The Contractor shall ensure that results are reported to the prescribing Clinician within forty-eight hours. Positive findings are to be faxed, emailed, or telephoned to the prescribing Clinician within 2 hours of reading and interpreting the x-ray. The on-call Physician shall be notified of positive findings if the prescribing physician is not on duty. Documentation of the results in the EPHR shall occur on the same day.
- 3.44.4 The Department currently maintains a complete digital x-ray system (Paxera Ultima) which includes electronic picture archiving and communication system storage, retrieval and reading of digital x-ray images to interface with the Department's EPHR system. The Contractor shall maintain this system.

3.45 Diagnostics - Electrocardiogram

- 3.45.1 The Contractor shall provide EKG services at all Dispensaries and Infirmaries with a cardiologist's interpretation (over read) provided within 24 hours following the test. Telemedicine cardiac Assessment of chest pain or EKG abnormalities shall be available on the Go-Live Date for access by any Dispensary or Infirmary.
- 3.45.2 For emergency situations, the Contractor's Staff shall contact an appropriate emergency Off-site treatment facility to transmit EKG results and/or seek guidance as to the proper disposition of the case, i.e., should the Inmate be transported immediately versus other alternatives.
- 3.45.3 The prescribing Physician or the on-call Physician shall be notified immediately of all abnormal results and/or normal findings in emergency cases. The results and the immediate plan for treatment will be documented in the EPHR within forty-eight (48) hours of receipt of the results.

3.46 Contractor's Role in Delivery of Mental Health Services

- 3.46.1 The Contractor shall refer Inmates to the Department's Mental Health Contractor immediately upon detecting a possible mental health need during the delivery of medical services and, if the Inmate is already receiving mental health services, include an observation note in the EPHR by the medical Staff making the referral.
- 3.46.2 The Contractor's Clinician shall:
- (1). Refer Inmates to the Department's Mental Health Contractor for mental health needs, or on-call psychiatrist for medication issues;

- (2). Administer medication for Inmates with diagnosed mental disorders that have been prescribed psychotropic medication intervention except for Inmates in the CMHCs;
- (3). Provide consultation services to the Department's mental health staff in the event of co-morbid conditions;
- (4). Provide the necessary examinations and medical clearance to permit an Inmate to be transferred from a Maintaining Facility to a CMHC consistent with the Department's Transfer policy;
- (5). Collaborate with mental health specialists (both Mental Health Contractor and Department Mental Health staff) on suicide prevention and reduction of self-injurious behaviors, adhere to the requirements of the DPSCS policies on suicide prevention, and include the Mental Health Contractor in CQI discussions no less than once every three months in each SDA;
- (6). Conduct a medical examination on Admission and provide consultation and treatment for any Inmate transferred to a Special Needs Unit or observational unit within 12 hours and for any Inmate transferred to a CMHC within 24 hours as required by correctional standards. Based upon the Inmate's somatic chronic problems, provide medical care as necessary while the Inmate is housed in a CMHC, Special Needs Unit, or observational unit and document Inmate's medical issues in the EPHR no less than once a day until stable, then no less than twice a week. The Contractor will participate in Inmate mental health release planning when requested to attend; and
- (7). Report psychotropic medication non-compliance to the Department's Mental Health Contractor for remedial intervention with the patient.

3.47 Contractor's Role in Delivery of Dental Care

- 3.47.1 The Contractor is responsible for all oral surgeries (On-Site or Off-site) and inpatient, ER, and Off-site ambulatory dental procedures (costs and arrangements), with the exception of dental prosthetics, dentures, and On-site operative procedures performed by the Dental Contractor. When necessary, arrangements for procedures will involve consultation with the Dental Contractor. The Contractor is not responsible for elective dental procedures. The Dental Contractor shall submit referrals as applicable through the Utilization Management process.
- 3.47.2 Twenty-four hour emergency dental care shall be provided to all Inmates in all facilities. If indicated, hospital-based emergency care shall be provided. The Contractor shall be responsible for the cost of this hospitalization.
- 3.47.3 As medically indicated, with or without direction from the staff of the Dental Contractor, the Contractor shall assure that all persons requiring emergency dental care and/or stabilization receive that attention as medically appropriate, including Off-site oral surgical Assessments, abscessed tooth pain management, bleeding gums, oral lacerations, etc. The Contractor shall notify the on-call Dentist as appropriate and/or make a referral to the Dental Contractor.
- 3.47.4 All information relating to oral surgery, broken jaws, wiring, or dental situations requiring admission to the infirmaries shall be provided to the Dental Contractor immediately, even if it necessitates utilizing the on-call dental roster for that facility.

3.48 Patient Care Conference

Patient Care Conferences shall be planned and implemented for any Inmate 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 Inmates located outside of Maryland that may require special planning for continuity of care. The Contractor's Statewide Medical Director will act as the primary facilitator of the Conference with support from any designee from Other Healthcare Contractors. Any disputes arising from the Patient Care Conference will be presented to the DPSCS Chief Medical Officer and the DPSCS Director of Mental Health Services for resolution. The Contractor shall include a detailed summary of the Conference in the EPHR. Patient Care Conferences may be requested by the Mental Health Contractor, the DPSCS Director of Mental Health Services, or the DPSCS Chief Medical Officer or initiated by the Contractor.

3.49 Infection Control

3.49.1 The Contractor shall operate a comprehensive Infection Control Program that ensures that communicable diseases are appropriately diagnosed, treated, and controlled to prevent and minimize infectious disease outbreaks. The Infection Control Program shall be operated 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.

3.49.2 The Infection Control Program shall be operated under the clinical and administrative direction of the Contractor's Director for Infection Control, Statewide Medical Director, and Statewide Director of Nursing. The Contractor's Infection Control program will be staffed with a Director for Infection Control, infection control nurses and coordinators as identified in **Attachment R**. The Director for Infection Control must be a Physician with a Master of Public Health or an Epidemiology degree. The Contractor's Medical Director, Director of Nursing, and Director of Infection Control and infection control coordinators 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. The Infection Control Director will report directly to the Contractor's Statewide Medical Director. The Director of Nurses shall delegate a regional infection control nurse with certification in infection control preferred. The Contractor's Infection Control Staff shall not fill in for Staff shortages or vacancies noted in the Monthly Facility Staffing Schedule unless approved in writing by the ACOM.

3.49.3 The Contractor shall report all test results to State health authorities as required by Maryland Law. Instructions for which disease and how to report can be found on the DHMH web site: http://phpa.dhmh.maryland.gov/IDEHASharedDocuments/ReportableDisease_Lab.pdf Any reportable disease shall be brought to the attention of the Contractor's Statewide Medical Director and DPSCS Chief Medical Officer and DPSCS Director of Nursing as soon as such a disease is suspected and shall be included as part of the Contractor's Infectious Disease report.

3.49.4 A mandatory monthly Multi-Disciplinary Regional Infection Control meeting within each SDA shall be organized and chaired by the Contractor's Regional Medical Director, and shall include the Contractor's Regional Director of Nursing, Regional Infection Control staff, and appropriate DPSCS personnel.

- 3.49.5 A mandatory monthly Multi-Disciplinary Statewide Infection Control meeting shall be organized and chaired by the Contractor's Director of Infection Control, and shall include the Contractor's Regional Medical Directors, Statewide DON, Regional Directors of Nursing, the Pharmacy Contractor's representative, the Department's Director of Nursing, the ACOMs and, as appropriate and necessary, representatives from the Dental and Mental Health Contractors, local health departments and the Department of Health and Mental Hygiene, the AIDS Administration, and the Department's Infectious Disease consultant.
- 3.49.6 The Contractor's Director of Infection Control, as well as designated facility Staff, shall provide orientation, training and support for the Contractor's Staff in the acquisition of the skills necessary to execute the activities of the Infection Control Program as outlined in the Department's *Infection Control Manual* (<http://itcd.dpsscs.state.md.us/PIA/ShowFile.aspx?fileID=699>). Examples of such skills include, but are not limited to, the placement and reading of PPDs for screening of TB infection, phlebotomy skills for drawing blood for monitoring the status of Inmates with an infectious disease, and acquisition of specimens for HIV testing through any rapid HIV testing technique utilized by the Department.
- 3.49.6.1 Training shall be delivered after all necessary certifications (from the Department of Health and Mental Hygiene, AIDS Administration, and other governing bodies) have been obtained to permit the training.
- 3.49.6.2 The Contractor's Medical Director and DON shall provide Infection Control in-service and training activities and schedules to the Department's DON and submit an Annual In-Service Training Calendar to the Department's DON no later than thirty (30) days after the Go-Live Date, and no later than thirty (30) days before the beginning of each subsequent Contract Period.
- 3.49.6.3 The Contractor shall document the infection control training activities in its employee training database.
- 3.49.7 The Contractor shall be responsible for the On-site clinical Case Management of Inmates 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 DPSSCS system.
- 3.49.8 The Contractor's Director of Nursing or designee shall attend each SDA'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 DPSSCS Contract Manager, the DPSSCS Chief Medical Officer or the DPSSCS Director of Nursing for the issues related to Infection Control Program activities.
- 3.49.9 Responsibilities of the Contractor's Infection Control staff include:
- (1) Any investigations deemed necessary by the DPSSCS Chief Medical Officer for prevention of spread and/or to locate the source of an infectious process;

- (2) Immediate notification to the Department's Director of Nursing and Chief Medical Officer of any infectious disease issues in accordance with the Department's *Infection Control Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=699>), including actions taken up to the time of notification;
- (3) Monthly education and in-service presentations related to infection control issues for the staffs of the Contractor, Department and Other Healthcare Contractors (Dental and Mental Health) at the Infection Control meetings described above;
- (4) Education for the Inmate population for all DPSCS facilities in concert with the Contractor's described educational outreach approach from its final Technical Proposal. In addition, as directed by the DPSCS DON the Contractor shall prepare educational materials related to specific outbreak concerns or preventive/cautionary measures. The specific content of such material and means for distribution shall be approved by the DPSCS DON;
- (5) Oversight of the testing programs for infectious diseases;
- (6) Continuation of the release of HIV Inmates to the community in collaboration 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 Chief Medical Officer or Nursing Director; and
- (8) Monthly inspection of all clinic and inpatient areas (medical/dental/mental health) to identify any safety and infection control issues.

3.49.10 As part of the infection control program, the Contractor shall:

- 3.49.10.1 Submit a monthly Safety and Sanitation report for each facility. The report will include the results of an inspection that will address areas in need of repair, replacement, or cleaning. For areas within the Contractor's control, a plan for corrective action for deficiencies shall be provided within ten (10) Business Days to the DPSCS DON and ACOM. For areas within the Department's control, the Contractor will send weekly written reminders via electronic mail to the warden's staff with copies to the DPSCS DON and the SDA ACOM until each deficiency has been corrected. This shall be done in collaboration with facility Safety and Sanitation staff. The report shall be submitted monthly to the DPSCS DON and ACOM and to the SDA Multidisciplinary Continuous Quality Improvement Committee.
- 3.49.10.2 Ensure that Staff is familiar with, and complies with, appropriate safety and sanitation procedures including, but not limited to, proper use of hazardous waste receptacles, proper storage of materials that require refrigeration, and limits on use of refrigerators procured to store medications or laboratory samples.
- 3.49.10.3 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 (including new positive PPD results, recurring past positive results, latent and active TB infections with documentation of treatment), HIV positive, Hepatitis C, STIs, MRSA infections, and any reportable infectious conditions, and isolation use. This report shall be submitted to the Department DON as part of the Contractor's Infectious Disease report.
- 3.49.10.4 Design, implement, and maintain a program for the prevention of MRSA in the facilities.

- 3.49.10.5 Design, implement, and maintain programs for HIV and Hepatitis C prevention and control in the facilities consistent with the Hepatitis C Panel and Infectious Disease consultant using telemedicine.
- 3.49.10.6 Report and have a plan in place to respond to any potential infectious disease outbreak or initial index case(s). (Such as H1N1, bird flu, influenza, MRSA, chicken pox, etc.). This report shall be submitted to the Department DON as part of the Contractor's Infectious Disease report.

A draft Infectious Disease Outbreak Investigation and Management Plan shall be submitted to the DPSCS DON within forty (40) days of Contract Commencement. The DPSCS DON shall have up to ten (10) days to review the draft Plan and provide comments. The Final Plan is due to the DPSCS DON within five (5) days of receipt of the comments.

- 3.49.10.7 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. 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.
- 3.49.10.8 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.
 - 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.
 - Juvenile and pregnant Inmates as prescribed by national immunization schedules.
- 3.49.10.9 Immediately document in the Inmate's EPHR any processes pertinent to the care of the Inmate and enter the Inmate's data into the Infectious Disease Database.
- 3.49.10.10 Provide education and information on HIV and hepatitis and offer HIV testing to all Inmates at Reception/Intake. 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 Monthly Summary report.
- 3.49.10.11 Offer treatment to all at-risk Inmates identified as eligible for HIV and Hepatitis B and C and when indicated refer treatment to the Department's Infectious Disease consultant. 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 EPHR, and enroll the Inmate in the chronic care clinic whereby the Inmate will be monitored for the disease.

- 3.49.10.12 Collaborate with the Baltimore City Health Department and DHMH in all infection prevention and control projects designed to facilitate testing, management and re-entry services for HIV and HCV positive inmates
- 3.49.11 Appropriate personnel of the Contractor shall make presentations to, and consult with, the Department's Infectious Disease consultant concerning any matter including patient specific reviews involving HIV and HCV antiviral therapy consideration. Hepatitis related cases will be presented as part of the DPSCS Hepatitis Panel which makes recommendations on policies concerning Hepatitis, treatment of individual Inmates, and referrals to the Department's Infectious Disease consultant for treatment of individual Inmates. HIV consultations may be made via telemedical consultation. The Contractor remains responsible for the On-site chronic care of HIV and HCV diagnosed Inmates. Inmates receiving antiviral therapy through the Department's Infectious Disease consultant will be seen initially and annually On-site at the consultants' offices. Follow-up via telemedicine with the Department's Infectious Disease consultant will occur as necessary and is considered an outpatient specialty consultation which will be provided at the Contractor's expense.
- 3.49.12 The Infectious Disease Database shall include all persons identified with infectious diseases irrespective of whether they are currently, actively being treated. The Contractor will provide information on all reportable infectious diseases (MRSA, TB, Hepatitis A, B and C, HIV, influenza, etc.) seen throughout DPSCS facilities. Information in the Infectious Disease Database will include, at a minimum:
- (1). Inmate identification information, including name and DOC number;
 - (2). Information regarding the location of the Inmate housing at the time of discovery of infectious disease;
 - (3). Information identifying the disease, contacts of the Inmate, and steps taken to prevent contagion; and
 - (4). Information that determines that there has or has not been an "outbreak," i.e., three or more cases in a single geographic location.
- 3.49.13 The infectious disease database shall include the following elements for separate hepatitis and HIV/AIDs reports:
- (1) Inmate last name;
 - (2) Inmate first name;
 - (3) DOC number
 - (4) Facility;
 - (5) Known release date;
 - (6) Date of HIV, HCV or AIDS test result;
 - (7) Date enrolled in infectious disease chronic care clinic;
 - (8) Vaccination record to include hepatitis status;
 - (9) Genotype;
 - (10) Date psychiatry referral completed;
 - (11) Hepatitis profile result (HAV, HBV);
 - (12) Co-infection (including HCV/HIV; HCV/HAV; HCV/HBV);
 - (13) HCV or HIV viral load;
 - (14) CD4 Count;

- (15) GI/ID consult request for biopsy or antiviral therapy;
- (16) Date of Inmate presentation to infectious disease specialist;
- (17) Date treatment started;
- (18) Description of treatment plan and updates of changes in plan;
- (19) Date treatment completed/stopped (if stopped, document reasons); and
- (20) Treatment outcome.

3.49.14 The Hepatitis report shall also include the following additional elements:

- (1) Labs results, including at a minimum (with date completed): AFP, Ferritin, CBC, PT/INR, Chemistry (including Albumin, Bilirubin, Creatinine) and TSH;
- (2) Date of Inmate readiness for presentation to hepatitis panel;
- (3) Date presented to hepatitis panel (for liver biopsy and need for and/or review of hepatitis profile);
- (4) Date presented to hepatitis panel for antiviral therapeutic intervention review; and
- (5) Dated status of hepatitis panel decision regarding treatment recommendations (approved/denied/pending).

3.49.15 The Contractor shall submit a monthly report that includes, by SDA, Inmates who were offered or provided with immunizations, juvenile Inmates who were provided vaccinations, and the date of offering, immunization or vaccination. This information will also be included in the EPHR. Information concerning any immunizations that were provided by the Contractor shall be entered into the DHMH Immun-net system (<https://www.mdimmunet.org/prd-IR/portalInfoManager.do>).

3.49.16 The Contractor shall also provide a monthly report of Inmates to whom HIV testing is offered, the location of the test, whether the Inmate was tested under voluntary testing protocols or whether the test was initiated as a result of clinical symptoms, the mode of testing, whether a corroborative test was performed, the outcome of testing, any refusals to submit to required testing and the reasons for the refusal. All test results shall also be documented in the EPHR and, if the Inmate refused testing, the Contractor shall document in the EPHR, the reason for the refusal.

3.50 Investigation and Follow up of Grievances and Complaints

3.50.1 The Department will forward to the Contractor any Inmate correspondence and any correspondence from other persons of interest relating to ARP requests and grievances. The Contractor shall investigate and respond in accordance with the ARP directive and the Inmate Grievance Procedure available at <http://dpscs.maryland.gov/pia/index.shtml>.

3.50.2 Complaints received by the Department that are not covered by the ARP or grievance procedure shall be forwarded to the Contractor. No later than ten (10) Days after the receipt of the complaint or as directed by the Department, the Contractor shall provide a proposed response for review by the Department's Director of Nursing. Proposed responses that do not adequately address the complaint will be returned to the Contractor for re-investigation and a more appropriate response.

3.50.3 If the Contractor receives a complaint directly, the Contractor shall immediately notify the Department of the receipt of the complaint and shall prepare a response for review as provided in Section 3.50.2

- 3.50.4 The DPSCS Chief Medical Officer may direct the Contractor to take specified action with regard to a complaint.
- 3.50.5 The Contractor shall provide and share data related to ARPs and grievances in the monthly CQI meetings in all SDAs and shall submit to the Department’s Contract Manager and DON, a quarterly summary report providing at a minimum trends and corrective action plans.
- 3.50.6 All complaints, grievances, and ARPs related to the Contract shall be tracked in an Excel spreadsheet that will include the following information:
- Inmate name and identifying DOC number;
 - Institution or facility name where the Inmate is located or housed;
 - ARP or Grievance case number;
 - Service Delivery Area;
 - Subject of complaint;
 - Date of Receipt of the ARP or Grievance from Inmate;
 - Date ARP received by the vendor from DPSCS Coordinator;
 - ARP due date;
 - ARP completion date;
 - Notes field;
 - Spreadsheet calculated formula reflecting the number of days in which the response is due or overdue); and
 - Disposition.

3.51 Emergency Preparedness

- 3.51.1 The Contractor shall ensure that medical personnel are available to provide health care services On-site as required by this Contract during severe weather, natural disasters, pandemics, and other emergencies.
- 3.51.2 The Contractor shall develop and implement, as necessary, an Emergency Management Plan covering treatment and evacuation procedures for both individual and multiple casualties or patients, consistent with the Department’s and specific facility’s Emergency Preparedness Plans and/or Continuity of Operations Plans.
- 3.51.2.1 The Contractor, as part of its Emergency Management Plan, shall plan for mass outbreaks of infectious disease, showing plans for the use of the available respiratory isolation beds as well as other areas in the various facilities, in collaboration with DHMH and MIEMSS.
- 3.51.2.2 The Emergency Management Plan shall include mass disaster drills and one man down drills initiated by the Contractor and shall provide for at least one mass disaster drill Department-wide annually so that over a three-year period each shift has participated in a drill.
- 3.51.2.3 The draft Emergency Management Plan submitted in the Offeror’s Technical Proposal shall be finalized and submitted to the DPSCS Contract Manager and DPSCS Chief Medical Officer no later than forty (40) days after Contract Commencement. The DPSCS Contract Manager and DPSCS Chief Medical Officer 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 Chief Medical Officer within five (5) days of receipt of the comments.

- 3.51.3 The Contractor shall participate in (1) institutional mock disaster and other types of drills no less than annually at each facility in collaboration with DPSCS security staff, and (2) Departmental requests for regional and Statewide emergency services plan rehearsals which include Contractor's response to a natural disaster, aviation accident, mass evacuation, power outages, individual injuries, weather-related evacuation procedures, etc. If in the opinion of the DPSCS Chief Medical Officer any drill evidences a significant deficiency or unsatisfactory result, the medical portion of the mock disaster or other drill shall be re-conducted at the direction of the DPSCS Chief Medical Officer.
- 3.51.4 Within 24 hours of the completion of any disaster, drill, or rehearsal the Contractor shall document and critique the response of its Clinicians, Healthcare Professionals and Staff, develop corrective action plans as necessary and submit the plans to the ACOM for the SDA within 30 days of the drill.
- 3.51.5 The Contractor shall participate with the Mental Health Contractor in quarterly drills related to suicide attempts (e.g. cutting, hanging, etc.) at each facility. The Mental Health Contractor shall be responsible for establishing a schedule subject to the approval of the ACOMS and the DPSCS DON.

3.52 Hazardous Waste

The Contractor shall provide for the removal and disposal of all bio-hazardous or toxic waste created by the operation of the Inmate health care program by the Contractor and Other Healthcare Contractors in accordance with Federal and State laws.

3.53 Renovations

The Contractor shall not make any physical alterations to any Department structure without the written permission of the Department.

3.54 Research and Clinical Trials

- 3.54.1 The Contractor shall cooperate with Department-approved research studies and/or special clinical programs.
- 3.54.2 Research shall not be conducted without specific written approval by the Department Contract Manager and DPSCS Chief Medical Officer, 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 Chief Medical Officer may require the Contractor to be responsible for these costs subject to the single Episode cost sharing criteria.

3.55 Continuous Quality Improvement

- 3.55.1 The Contractor's Utilization Management Director shall manage the process for Continuous Quality Improvement (CQI) as outlined in the Contractor's approved Utilization Manual and Departmental policies. Although part of CQI, Peer Review, Risk Management, and Utilization Review, are described in separate RFP sections.

3.55.2 The CQI program shall be under the immediate direction of a CQI Director who shall be a RN with at least a Master's degree in Nursing or another health related field, and shall be CQI certified with a minimum of at least 3 years of experience as a CQI Director or Assistant Director. The Contractor's CQI Director shall participate, as required by the Department Director of Nursing, in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities. The Contractor shall also provide designated regional CQI nurses.

3.55.3 The Contractor shall manage a program for CQI that includes:

- (1). Monthly SDA CQI reports;
- (2). Quarterly State-wide multi-Contractor Committee meetings, chaired by the Contractor's Utilization Management Medical Director, at a Departmental location designated by the DPSCS Chief Medical Officer or DPSCS DON with all appropriate State and Contractor personnel including, but not limited to,:
 - (a). The Department's Chief Medical Officer, Director of Mental Health, Director of Social Work and Director of Nursing;
 - (b). A representative of the Contractor's Infection Control staff ,
 - (c). Contractor's SDA Directors of Nursing and Regional Medical Directors and representatives of the Other Healthcare Contractors.

The Contractor shall supply reports for discussion at these meetings, and shall supply utilization management data specific to the individual SDA and its Clinicians to the various SDA Medical Directors.

The Contractor's UM Medical Director or designee shall submit an agenda of items to be presented at these quarterly meetings no less than two weeks before the meeting to the Department DON for approval and/or suggestions for other items for inclusion. At a minimum, presentations from two Other Healthcare Contractors must be included on the agenda.

The Department Director of Nursing may determine that there is a need for a concentrated subject/theme to be addressed at these quarterly meetings and will advise the UM management with enough notice to direct topics to that area. These Quarterly Statewide Multi-Disciplinary CQI Meetings will include updates on infectious disease within the various SDAs that include outbreaks, care for disease, program initiatives, and other appropriate disease topics that can lead to improved quality of care in the SDAs.

- (3) Monthly CQI Committee meetings and reviews in each SDA to monitor the health services provided; collect and disseminate data; analyze data for trends; develop and monitor corrective action plans; and facilitate communication between disciplines.
- (4) Quarterly area multidisciplinary CQI Committee meetings in each Service Delivery Area, which shall be chaired by the Contractor's Service Delivery Area's Medical Director. Information gathered at these meetings shall be shared with the Contractor's UM Director for use in the Statewide quarterly meetings

described above. At a minimum, presentations from two Other Healthcare Contractors must be included on the agenda.

Attendees shall include, but not be limited to:

- (a). The Assistant Commissioner of Correction/designee for the SDA;
- (b). The Department's ACOM;
- (c). The Contractor's Area DON;
- (d). A Dental Contractor representative;
- (e). The Mental Health Contractor's Area Psychiatrist;
- (f). The Contractor's Area Infection Control Coordinator/designee;
- (g). The Department Chief Psychologist(s) within the SDA; and
- (h). Representatives from other Department sections, Other Healthcare Contractors, or any other appropriate entity.

The Committee shall perform the following functions:

- (i). Review the total health care operation, identifying areas for improvement in accordance with Department policies and procedures including monitoring, updating and compliance with any consent decree or settlement agreement;
- (ii). Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's DON;
- (iii). Analyze issues identified through the total CQI process or referred by the DPSCS Contract Manager, DPSCS Chief Medical Officer, DPSCS Director of Nursing, ACOM, and Warden or designees;
- (iv). Develop corrective action plans, take corrective actions, evaluate their effectiveness;
- (v). Document and report all activities in Committee minutes which shall be submitted to the DPSCS DON as part of the Contractor's regional monthly and quarterly multi-Contractor CQI meetings reports; and
- (vi). Monitor and update compliance with any consent decree.

Any major successes and/or obstacles discussed at these meetings will be brought to the Quarterly Statewide meetings for continued discussion and to share lessons learned.

- (5) Subcontractors shall be included in CQI meetings as appropriate and may be requested to attend to address such topics, projects, and reports related to Off-site hospitals, specialty physicians, laboratory, and related health care programs and offerings.
- (6) CQI meetings that include the Baltimore Pre-Trial Complex shall address compliance with the requirements of the settlement in *DuVall v. Hogan*.

3.56 Peer Review

3.56.1 In accordance with the Contractor's approved Utilization Manual, the Contractor's Utilization Management Director shall manage the process for professional peer review for all Clinicians including those provided by the Dental, Mental Health, and Pharmacy Contractors including CRNPs,

Dentists, Ophthalmologists, Optometrists, PAs, Pharmacists, Psychiatrists and Psychologists. The Contractor shall also conduct ongoing Peer Review monitoring of individual and contracted specialty consultants (such as dialysis, physical therapy, and telemedicine) providing direct services within the Infirmary. The Contractor's Clinicians will comply with and contribute to the Peer Review process. Except for Cardiologists and Ophthalmologists, external community Off-site specialists are not subject to peer review unless directed by DPSCS Medical Director, on a case by case basis.

- 3.56.2 A discipline appropriate, clinically equivalent, Clinician shall review the work of all practicing Clinicians at least annually, with the results to be documented in the document management system within 15 days of the anniversary of hire date. For Clinicians judged not to meet professional standards, a report shall be submitted to the DPSCS Chief Medical Officer within five Business Days of the failure to meet standards determination along with an action plan (e.g., suspension, additional training, etc.) to address the failure. A monthly status report shall be provided regarding the action plan until final resolution.
- 3.56.3 If the care in a specific death review was deemed below standards such that concerns related to ongoing competency are raised, a Clinician specific peer review shall be conducted at the request of the DPSCS Chief Medical Officer. A final report must be submitted via email within 10 working days of the death to the DPSCS Chief Medical Officer.
- 3.56.4 Contractor shall establish and maintain a Peer Review Database for all Clinicians to which the Department shall have continuous access through the document management system. The database shall be capable of being sorted by professional discipline, Clinicians, Clinician hire date, and by Clinicians who fail to meet professional standards. The database will contain all of the elements of a peer review for that discipline. At a minimum, the database will include:
- (1) The Name of the individual;
 - (2) The individual's professional discipline;
 - (3) The date of the review;
 - (4) A list of the source material used for the review;
 - (5) Any verbal results from a review summarized;
 - (6) Any suggestions for improvement noted and; and
 - (7) A date for follow up review, if such is recommended.

3.57 Risk Management Program

- 3.57.1 The Contractor shall comply with 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 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 and includes first aid, education, referrals, and offering the first dose of prophylactic medication.
- 3.57.2 All incidents/accidents/errors listed below shall be reported to the DPSCS Director of Nursing within 24 hours of the occurrence on the DPSCS 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.

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). Sexual assaults on Inmates;
- (6). Emergency responses necessary to maintain or resuscitate life, including Emergencies and those requiring treatment at an Off-site medical facility;
- (7). Exposures to infectious diseases;
- (8). Prophylaxis administration; and
- (9). Treatment and medication errors including missed treatments, missing documentation, missing medication, etc.

If directed by the ACOM or DPSCS Director of Nursing, within 10 days of the submission of the Incident Report, the Contractor shall submit a corrective action plan concerning prevention of re-occurrence.

3.57.3 The Contractor shall submit a quarterly Serious Incident Report Summary (as part of Quarterly Risk Management Report identified below) to the DPSCS Director of Nursing of all incidents, accidents and errors occurring or discovered by its Staff during the preceding three months. 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. All individual Incident Report forms submitted during the preceding three months shall be submitted with the Report Summary. Monthly narratives, summations of audit findings or verbal reports will not be acceptable in lieu of a formal quarterly report.

This Quarterly Risk Management Report (to include the Incident Report Summary and all Incident Reports) shall be submitted to the Department DON as part of the Contractor's regional quarterly multi-Contractor CQI meetings reports.

3.57.4 Upon request of the DPSCS Chief Medical Officer, the Contractor shall provide a risk management report.

3.58 Mortality Review Program

3.58.1 The Contractor shall manage a formal mortality review process in accordance with the Department's *Inmate Deaths Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=683>). Reviews shall include the presumed cause of death, factors that may have contributed to that death, an assessment of treatment and care provided to the Inmate in weeks leading up to the death, and any other pertinent information necessary to assure that all appropriate measures necessary for the care and treatment of the Inmate were consistent with the Department's policies.

3.58.2 Initial death reviews (known as morbidity and mortality conferences), which consist of a review of medical records and a discussion by caregivers at the facility where the Inmate had been cared for

shall be completed within three Business Days 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 shall participate in these conferences. Any delays in this process shall be approved by the Department's appropriate ACOM. This review does not preclude further full review as a part of the regular CQI meeting agenda or peer review of a particular Clinician.

- 3.58.3 In the case of a mortality review that discloses an opportunity for improvement in the processes or delivery of care, whether or not the care rendered was within community standards, a corrective action plan will be developed and submitted to the DPSCS Chief Medical Officer within 30 days.
- 3.58.4 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 DPSCS Chief Medical Officer for inclusion in the final chart review of the deceased Inmate. This report shall also be submitted to the DPSCS DON as part of the Contractor's regional monthly and quarterly multi-Contractor CQI reports. Any significant findings resulting from Mortality reviews shall be addressed in the monthly CQI meeting.
- 3.58.5 The Contractor shall conduct a Multi-disciplinary (Mental Health, Dental, Custody, Dietary, and Pharmacy) review of all outcomes (i.e., cause of death, suicide, trauma, disease management issues; HIV, Hepatitis C), patient response, emergency response procedures, implementation or lack thereof of standard treatment protocol, etc. to identify and document any trends and need for corrective action. Documentation of this review shall be provided to the DPSCS Chief Medical Officer and DON. A summary shall also be submitted to the Management Associate for the DPSCS Chief Medical Officer within 10 working days for inclusion in the final chart review of the deceased Inmate.

3.59 Pharmacy and Therapeutics Committee

- 3.59.1 The Contractor shall participate in a monthly Regional P&T Committee and a quarterly Statewide P&T Committee, which shall be responsible for additions and deletions to the Department's drug Formulary, monitoring usage of pharmaceuticals, including psychotropic medications, and identifying prescribing patterns of Clinicians, pharmacy utilization trends, over the counter distribution, Non-Formulary choices, medication administration errors, cost effectiveness, and any pertinent information relating to overall pharmaceutical operations.
- 3.59.2 The monthly Regional P&T Committee meeting shall be led by the Pharmacy Contractor and the Contractor's Regional Medical Director and shall also include the Contractor's Regional DON. Regional Psychiatrists and Psychologists from the Mental Health Contractor and Dental Contractor Representatives are also required to attend this meeting. Departmental representatives shall be determined by the DPSCS Chief Medical Officer.
- 3.59.3 The quarterly Statewide P&T Committee meeting shall be chaired by the Pharmacy Contractor and the DPSCS Chief Medical Officer. Attendance from the Contractor's Staff for the quarterly Statewide P&T Committee meeting shall include, at a minimum, the Statewide Medical Director, Statewide DON, Utilization Management Director, and Regional Medical Directors. Other participants will include Psychiatric Directors, Dental Representatives, the DPSCS Chief Medical Officer, the DPSCS Director of Nursing, the DPSCS Director for Mental Health and other Department staff as appropriate.

3.60 Medical Diets

- 3.60.1 The Contractor Staff shall be trained on and have access to the Department's *Food Service Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=1037>).
- 3.60.2 Inmates in need of special diets for medical purposes will be prescribed medically sound diets by the Clinician, consistent with the Department's *Food Service 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.
- 3.60.3 The Contractor shall supply any medically required dietary supplements (e.g., Ensure).

3.61 Inmate Health Education Program

- 3.61.1 The Contractor shall provide and document in EPHR comprehensive Inmate health education to all Inmates including health education requirements for HIV/HCV education during the Intake Screening. A log of completed training shall be added to the document management system on a monthly basis. Training shall be consistent with the Department's Infection Control Manual.
- 3.61.2 Disease or condition specific health education (i.e., MRSA, TB, Hepatitis, etc.) shall be provided to Inmates with chronic medical conditions and shall be documented in the EPHR for that Inmate.
- 3.61.3 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 and shall obtain from each Inmate a signed acknowledgment of OSHA training which shall be scanned into the EPHR. 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 Contractor shall include timeframes and frequencies for classes and 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.
- 3.61.4 Contractor shall provide a monthly report of all Inmates who received OSHA training to the ACOM and Custody on a monthly basis.

3.62 Sexual Assault Program

- 3.62.1 All Staff of the Contractor shall follow Departmental policy regarding sexual assaults involving any person within any DPSCS facility and shall comply with the Prison Rape Elimination Act.
- 3.62.2 Upon receipt of a complaint of sexual assault, a Clinician will make a cursory external exam for the purpose of determining trauma that may be life threatening or require immediate attention and shall contact the DPSCS Internal Investigative Division to report the assault and receive directions about next steps. Documentation of the complaint and any visual findings during the cursory examination shall be included in the EPHR.
- 3.62.3 If the assault is considered a true exposure to bodily fluids (i.e., blood, semen, etc.), Contractor shall offer emergency prophylactic HIV medication to Inmates, State personnel, or the staff of any Other Healthcare Contractor if the individual 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 Inmates, staff of the State, or of any Other Healthcare Contractor, but shall advise such other individuals of the implications of the exposure and recommend they seek consultation and possible emergency prophylactic HIV medication on their own. In the event HIV testing of the Inmate is required and the Inmate refuses to comply necessitating involuntary testing of the Inmate, the Contractor shall make arrangements for testing of the Inmate by an external entity, unless testing is ordered by a Court in which case the Contractor's Staff will perform the test.

3.62.4 The Contractor shall be responsible for arranging transportation through Custody at the facility to transfer the Inmate to an appropriate facility promptly following any allegation or complaint to assure the preservation of any evidence for future litigation. The Contractor shall ensure that all cases are referred to appropriate mental health personnel of the Mental Health Contractor for evaluation and immediate intervention on the Inmate's return from the forensic examination.

3.63 Inmate Worker Screening Program

The Contractor shall perform such screenings, diagnostic studies, and preventive services, including vaccinations, as are required for Inmates with work assignments as required by DPSCS policy for work and program assignments. Contractor shall complete these screenings within five (5) Business Days of the request for a screening and shall document the screenings in the EPHR.

3.64 Methadone Program

3.64.1 The Contractor shall operate a methadone detox and maintenance program in accordance with the Department's *Substance Abuse Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=707>). Inmates shall receive services at the following licensed DPSCS facilities: BCBIC, JI, MCIW, and MTC Infirmery. The aggregate average monthly population for Fiscal Year 2015 and Fiscal Year 2016 is reflected below:

	FY 2015	FY 2016
Males		
Methadone Detox	5	3
Methadone Maintenance	188	120
Opioid Detox - Without Methadone	158	98
All other detox (includes alcohol)	90	98
Female		
Methadone Detox	5	2
Methadone Maintenance	60	36
Opioid Detox - Without Methadone	86	42
All other detox (includes alcohol)	39	28

3.64.2 The Contractor shall provide a board certified addictions specialist for a minimum of 30 hours per week to assist patients with methadone-related and pain management issues, a methadone nurse and substance abuse counselors who shall be certified as required by regulatory agencies for the maintenance of a methadone program. The addictions specialist, methadone nurse, and counselors shall be supervised by the DPSCS Director of Substance Abuse Treatment. The Contractor shall

provide training for all Clinicians and Healthcare Professionals regarding withdrawal including certification in naloxone administration.

3.64.3 The Contractor shall also:

- 3.64.3.1 Secure and maintain the certification 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;
 - (2) Maintenance on methadone of Inmates arrested at a time when the Inmate is enrolled and participating in a certified methadone program in the community; and
 - (3) Maintenance on Methadone for pregnant women known to be opiate users.
- 3.64.3.2 Have as a medical option detoxification utilizing methadone and in accordance with Maryland Annotated Code, Correctional Services Article, § 9-603, for those individuals who medically require these services or document in the EPHR the reasons the Inmate is not a candidate.
- 3.64.3.3 Coordinate and cooperate with community resources (e.g., Baltimore Substance Abuse Services) and programs to verify an Inmate's participation in a community methadone program and provide an appropriate methadone maintenance dosage as determined by the substance abuse specialist until the Inmate'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.
- 3.64.3.4 Maintain the program for treating female Inmates who are pregnant with methadone as medically necessary and appropriate.
- 3.64.3.5 Store, administer, and dispense methadone in all facilities consistent with Federal regulations and regulations of the Maryland Department of Health and Mental Hygiene.

3.64.4 Upon Admission, unless clinical documentation in the EPHR indicates that methadone is contraindicated 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.

3.64.5 The Contractor shall submit to the DPSCS DON a monthly report of the number of inmates in the methadone program for maintenance and detoxification and the number of those receiving Buprenorphine/Suboxone upon Admission.

3.65 Detoxification Unit

The Contractor, consistent with the Department's Substance Abuse Manual, shall maintain an alcohol and drug detoxification unit within MTC and BCBIC. Contractor shall provide heightened medical observation and appropriate clinical care for Inmates going through withdrawal from alcohol or drugs. The withdrawal

program shall include a system that promptly upon arrival at a facility identifies Inmates in need of alcohol or drug detoxification or similar services using currently acceptable tools such as the COWS and CIWA.

3.66 Patient Health Records

- 3.66.1 The Contractor shall maintain for each Inmate a HIPAA compliant confidential, secure EPHR in the Department's EPHR system that also complies with all other federal and State laws regarding patient confidentiality and that includes all encounters and medication orders in accordance with the Department's *Medical Records Manual* (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=685>).
- 3.66.2 The Contractor shall be the Department's designated custodian of all electronic and hardcopy Patient Health Records, including any records created by Other Healthcare Contractors or received from any external healthcare treatment facility or DPSCS Mental Health professionals. This includes records created by any employees, subcontractors, or specialists working for the Contractor or Other Healthcare Contractors.
- 3.66.3 All hard copy Patient Health Records from any source shall be received by the Contractor and maintained in the hardcopy Patient Health Record. In the event a consultant or Clinician retained by the Contractor does not have access to the EPHR to directly input encounters, the Contractor shall ensure that all appropriate information is reported in the EPHR via scan within ten (10) Business Days of receipt of the record.
- 3.66.4 The Contractor shall not affix its name or logo on any aspect of any Patient Health Record.
- 3.66.5 To minimize hard copy material, the Contractor shall utilize forms as they exist in EPHR. Only approved Department forms may be used. If a Department form for a particular purpose does not exist, the Contractor shall work with the Department Contract Manager to develop a Department approved form for that purpose. The Contractor may develop a temporary form but may not use the temporary form until it has been submitted to and approved in writing by the Department Contract Manager. If the Department agrees to incorporate a form proposed by the Contractor into EPHR, the Contractor agrees to relinquish any proprietary rights in that form.
- 3.66.6 Consistent with the Department's Medical Records Manual, the Contractor shall maintain a hard copy of those documents that must be contained in the Patient Health Record and are not feasible to be maintained in EPHR and those documents that would assure the Contractor's ability to provide necessary patient care in the event that the EPHR system became corrupted or was otherwise not available.
- 3.66.7 The Contractor shall prepare for transfer, consistent with Departmental policy, medical, dental, and mental health records to whatever location the Inmate is assigned as described in the Department's policy and procedures.
- 3.66.8 The Contractor shall establish and facilitate a Statewide and regional medical records committee and provide appropriate representatives to serve on and attend all committee meetings as required by the Department Contract Manager. Meetings of the committee shall be held at least monthly.
- 3.66.9 The Contractor shall make records available to interdisciplinary health care staff, Department representatives, the Maryland Attorney General's Office, and others as designated by the

Department to have access to these files and shall comply with Department policy and procedure regarding sharing necessary information without violating HIPAA requirements. Questions regarding sharing of information should be directed to the ACOMs or to the Department's Chief Medical Officer or DON.

3.66.10 The Contractor shall permit Staff to share information regarding infectious processes only as necessary to follow good public health principles. Questions regarding sharing of information should be directed to the ACOMs or referred as necessary to the Department's Chief Medical Officer or DON.

3.67 Electronic Patient Health Record System

3.67.1 The Department through a current contract with NextGen Health Care provides an EPHR system. Payment for licenses and maintenance for the EPHR system and replacement of system hardware are the responsibility of the Department. During the term of the Contract, the Department intends to procure a new EPHR system. The Contractor shall have the same responsibilities for any successor EPHR system implemented during the term of the Contract as for the existing EPHR.

3.67.2 The current EPHR has the following templates:

- (1). Cardiology;
- (2). Chronic care;
- (3). Demographics;
- (4). Dental panoramic X-rays;
- (5). Diabetic care;
- (6). Dialysis flow sheet;
- (7). Doctor notes;
- (8). Infection and disease;
- (9). Nursing notes;
- (10). Obstetrical prenatal flow sheet;
- (11). Optometry/ Ophthalmology/Visual Ocular Image;
- (12). Outside consults;
- (13). Sick call; and
- (14). Specialty care

3.67.3 By written notice to the DPSCS Contract Manager no later than the Go-Live Date, the Contractor shall designate an administrative employee to serve as account administrator for the EPHR system responsible for the assignment of the licenses for the system to Staff, DPSCS employees, and Other Healthcare Contractors' staff. Within five (5) Business Days of a change in the administrator, the Contractor shall notify, in writing, the DPSCS Contract Manager. Contractor shall assure that adequate licenses are allocated to the employees of the Department and Other Healthcare Contractors. Contractor shall review the individual license holders for the EPHR each month and terminate the license for individuals who are no longer providing services to the Department.

3.67.4 The Contractor shall provide at least two (2) full-time information technology system analysts trained in NextGen (and any successor EPHR) to work full-time On-site at a DPSCS location in the Baltimore area, at or near the Department's offices at Reisterstown Road Plaza. These analysts will have primary responsibility for all EPHR related system issues, including but not limited to:

- (1) fixing duplicate records;

- (2) EPHR customization;
- (3) review and creation of template modifications and custom reports;
- (4) coordination of and the participation in EPHR user group meetings;
- (5) coordination with the DPSCS Information Technology and Communications Division; and
- (6) workflow planning and analysis with the Other Healthcare Contractors.

These analysts shall be available to travel to any Departmental facility, including Headquarters, to provide training, troubleshooting, repairs, etc. at no additional cost to the Department. These analysts will take direction from the Department's Contract Manager, as necessary. All conflicts related to EPHR-related issues shall be resolved by the Department's Contract Manager.

By written notice no later than the Go-Live Date, the Contractor shall notify the Department's Contract Manager of the names of the analysts. Within five (5) Business Days of a change in the administrator, the Contractor shall notify, in writing, the DPSCS Contract Manager.

- 3.67.5 The Contractor shall maintain a sufficient pool of Super Users in each SDA who will provide, on an ongoing basis, training for its own employees and that of Departmental and Other Healthcare Contractors' employees. When upgrades to the EPHR occur, the Contractor will be responsible for training the Other Healthcare Contractors' Super Users, as well as its own Staff. At the conclusion of the Contract, the Contractor shall be responsible for providing the most current version of the workflow and manuals for the then current EPHR to any successor Contractor and the Department
- 3.67.6 No later than 45 days after Contract Commencement, the Contractor shall provide initial EPHR training for all new EPHR users, including staff and Super Users of the Contractor, the Department, and Other Healthcare Contractors whose contracts commence on the same date. If the contract for one or more Other Healthcare Contractors starts during the term of the Contract but after the Contractor's Contract Commencement, the Contractor shall provide EPHR training for the new Super Users of the Other Healthcare Contractors no later than 45 days after the commencement date of the contract for the Other Healthcare Contractors. The Contractor shall also provide ongoing new employee orientation to the EPHR system and training for any upgrades of or change from the current EPHR system. The Contractor shall also provide periodic refresher or remediation training as necessary for effective use of the EPHR system.
- 3.67.7 The Contractor shall utilize a procedure for periods of temporary EPHR unavailability due to power outage or system maintenance which includes entering clinical information in EPHR replicated forms and transcription of such information into the EPHR within 24 hours after the system becomes available. The Contractor's policies shall also include a method for communicating among its Staff during EPHR unavailability.
- 3.67.8 No later than forty (40) days following Contract Commencement, the Contractor shall submit to the DPSCS Contract Manager a plan with implementation timeframes that describes how and when Utilization Management data will be retrieved from within EPHR utilizing custom templates and reports. The DPSCS Contract Manager shall have up to ten (10) days to review the draft Plan and provide comments. The Final Plan is due to the DPSCS Contract Manager within five (5) days of receipt of the comments. As part of this Plan, the Contractor shall also describe how information will be shared through the Statewide CRISP system.

3.67.9 No later than 90 days after the Go-Live Date, Contractor shall implement at Contractor's expense, an interface with the EPHR and the State's lab unless the State's lab declines to collaborate with building an interface.

3.67.10 Contractor shall not print notes from Inmate charts except as directed by the DPSCS Chief Medical Officer. All requests for any portion of a medical record shall be submitted to the ACOM for processing.

3.68 Utilization Management Staffing

3.68.1 The Contractor shall provide a program of Utilization Management and Utilization Review of services consistent with the Contractor's approved Utilization Manual that includes the availability of a qualified Clinician or Utilization Management Nurse twenty-four (24) hours per day, seven days per week to provide pre-certification and pre-Admission approvals for services that cannot be managed within Business Hours.

3.68.2 The Contractor shall provide a UM Medical Director who shall be subject to the approval of the Department's Chief Medical Officer. The Contractor's UM Medical Director shall be available to the DPSCS Chief Medical Officer 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 at least 3 years of correctional services experience. Previous experience in utilization management for a Statewide system is preferred.

3.68.3 The Contractor's Director of CQI shall support the utilization management program and shall report to the Contractor's UM Medical Director. The Contractor shall also provide two (2) additional fulltime equivalent RNs with bachelor's degrees located within the State of Maryland to meet the demands of a concurrent utilization review program that will assist the Department in reduced inpatient costs both On and Off-site. These nurses shall be separate from Contractor Staff delivering services to Inmates and accounted for separately to assure neutrality and fairness in utilization decisions. They shall not fill in for Staff shortages or vacancies in the somatic medicine program. These nurses shall report to the Contractor's Director of CQI.

3.68.4 The Contractor's UM nurses will provide in person daily On-site infirmary 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.

3.69 Utilization Management Manual

3.69.1 Within 90 days after Contract Commencement, the Contractor shall submit to the DPSCS Chief Medical Officer an electronic copy of its proposed final UM Manual, with chapters that shall include, but not be limited to:

- (1). Appeals of denial of pre-certification process for secondary care;
- (2). Continuous Quality Improvement;
- (3). Disease management;
- (4). Emergency care;
- (5). Home health services (e.g., total permanent nutrition, chemo therapy, etc.);

- (6). Hospice and palliative care;
- (7). Infirmary care;
- (8). Inpatient hospitalizations;
- (9). Medical records;
- (10). Outpatient specialty services;
- (11). Pre-certification process for secondary care;
- (12). Radiology;
- (13). Risk Management and mortality review;
- (14). Specialty Board Panel listing by discipline those who must be licensed in Maryland; and
- (15). Telemedicine.

In the event the DPSCS Chief Medical Officer directs written changes to be made to the UM Manual, the Contractor shall make the necessary changes and submit a final approved hardcopy and electronic version to the DPSCS Chief Medical Officer within 5 days of receipt of the required changes. The Contractor shall provide its final UM Manual in electronic format and have sufficient hard copies available for Staff.

3.69.2 The Utilization Management Manual shall address the following aspects of Off-site Inpatient Care:

- (1) Daily inpatient review with SDA and facility Medical Directors, and DPSCS Chief Medical Officer;
- (2) Daily concurrent review and coordination with hospitals and facility medical directors;
- (3) Use of InterQual and Milliman or another recognized UM criteria approved by the Chief Medical Officer provided during concurrent review;
- (4) Review of Inmates hospitalized greater than ten days;
- (5) Collegial discussion with all physicians on various treatment plans and disease management processes;
- (6) Infirmary bed assignments;
- (7) Identification of all readmissions within 30 days of last discharge date;
- (8) Release coordination to include weekend releases to be coordinated on Fridays with follow up discussion on Mondays;
- (9) Daily and monthly reports of all inpatients; reports shall provide details of the course of treatment provided;
- (10) Report of Emergencies;
- (11) Extensive monthly analysis of UM from the Contractor's UM Medical Director;
- (12) Report of ICU/coronary care unit bed days;
- (13) Report of cardiac admissions and inpatient days;
- (14) Report of infectious disease Admissions and inpatient days;
- (15) Report of delay cases (any case not reported within 24 hours of Admissions);
- (16) Report of denied inpatient days and appeals provided on a monthly basis;
- (17) Report of readmission cases, including categories of unavoidable, unrelated, or preventable site/hospital and expected;
- (18) Report of "in and out of network" hospitalization;
- (19) Report of trauma cases with sub categories of sexual assaults, assaults, falls, sports injuries, work injuries, and self-inflicted injury cases;
- (20) Trauma report created with paid claims for inpatient Admissions per facility and SDA
- (21) Trending report developed for all inpatient Admissions related to trauma;

- (22) Trending reports provided on a monthly basis for inpatient Admissions per facility and SDA with average length of stays identified;
- (23) Education to new Clinicians on the UM inpatient review process;
- (24) Identification of top diagnostic (most frequent) diseases per facility and SDA produced on a monthly basis;
- (25) Quality audit of inpatient RN care provided monthly; and
- (26) Diagnostic grouping of all inpatient Admissions with an extensive EPHR review on each case.

3.69.3 The Utilization Management Manual shall address the following aspects of emergency room care:

- (1) Retrospective review of all emergency room visits;
- (2) Identification of all daily preventable emergency room visits per facility in summary and detailed format;
- (3) Education of all Contractor Medical Directors regarding the appropriate use of emergency room referral requests as well as Infirmiry usage;
- (4) Reporting of compliance with daily tracking of emergency room visits;
- (5) Summary per month of emergency room reporting non-compliance;
- (6) Monthly Report of diagnostic categories for all emergency room visits per Facility and SDA;
- (7) Identification of all trauma cases per categories of sexual assaults, assaults, sports injuries, work injuries, falls, and self- inflicted injury cases listed per Facility and SDA;
- (8) Trending report developed for all emergency room visits related to trauma; and
- (9) Trending reports evaluated on a monthly basis per Facility and SDA.

3.69.4 The Utilization Management Manual shall address the following aspects of Infirmiry care for each Infirmiry and Department-wide:

- (1) Concurrent review of all medical infirmiry Admissions;
- (2) Daily and monthly reports of all medical infirmiry Admissions per facility and SDA;
- (3) Review with facility Clinicians on appropriateness of infirmiry usage;
- (4) Report of all appropriate versus preventable Admissions;
- (5) Summary report of infirmiry Admissions and total length of stays;
- (6) Detailed report of all infirmiry Admissions and total length of stays produced daily and monthly;
- (7) Monthly report of diagnostic categories for all medical infirmiry Admissions per facility and SDA; and
- (8) Quality audit of the Infirmiry RNs care provided on a monthly basis as defined by the Department Director of Nursing in such areas as: wound care, catheter care, advanced directive care and palliative/hospice.

3.69.5 The Utilization Management Manual shall address the following aspects of specialty care and Telemedicine including both On and Off-site:

- (1) Review of current authorized services provided during Collegial Review to assist in the appropriate treatment plans;
- (2) Use of InterQual and Milliman and Robertson criteria provided during Collegial Review;

- (3) Medical research provided during Collegial Review of the processes in the current and optimal treatment of disease;
- (4) Coordination of medically necessary services during Collegial Review with personnel of Other Healthcare Contractors;
- (5) Identification of excessive physical therapy usage;
- (6) Training in the education of the UM Collegial Review process for all facility Medical Directors and Clinicians;
- (7) Identification of high volume outpatient elective surgery(s) with provision of current standard of care treatment options;
- (8) Report of all occurrences when Inmates are sent outside of the SDA without approval or to another Clinician that was not pre-certified;
- (9) Monthly report of diagnostic categories for all On-site/Off-site services per facility and SDA;
- (10) Monthly report of procedural categories for all outpatient surgical services per facility and SDAs;
- (11) Monthly quality audit of the outpatient RN care; and
- (12) Monthly review of all submitted Serious Incident Reports.

3.70 Utilization Management Program

- 3.70.1 The Contractor's Utilization Management program shall include a pre-certification review program applicable to all referrals (whether related to medical, dental, or mental health) for Extraordinary Care, to include, but not be limited to:
- (1). All inpatient Admissions (hospital and in-house Infirmary);
 - (2). Outpatient procedures and consultations;
 - (3). Specialty diagnostic and imaging services;
 - (4). Surgeries;
 - (5). Twenty-three hour Admissions; and
 - (6). Identification of average length of time expected per specialty for an Inmate to be seen.
- 3.70.2 All consultations and decisions related to pre-certification for Off-site specialty services will be documented in the Department's EPHR. The Contractor will utilize Department-designated electronic Utilization Management request forms for all Off-site consultation and for any procedure requiring pre-approval.
- 3.70.3 Within twenty (24) hours of an Admission to an external medical facility, a Contractor Utilization Management nurse shall review all Admissions, document those that were not pre-certified, and make a determination whether such Admission was necessary. The Contractor shall generate a weekly report on non-pre-certified Admissions (covering Sunday through Saturday) and submit it by 4:00 pm the following Monday (or next available Business Day, if Monday is a holiday) to the Management Associate of the DPSCS Chief Medical Officer. In addition, a summary of all emergency room trips, Admissions, inpatient days, all secondary consults, and all UM reviews shall be reported by specific disease classification on a monthly basis.
- 3.70.4 The Contractor shall establish a concurrent review program that includes a daily examination of inpatient Admissions to monitor the length of stay and frequency of communication with appropriate hospital and clinical Contractor Staff to facilitate discharge of patients to minimize the length of

stay. The concurrent review program shall include a component of On-site record review. A written plan for frequency and what types of stays will require On-site concurrent review shall be developed and submitted to the Department Contract Manager for approval and implementation within 60 days after the Go-Live Date.

- 3.70.5 The Contractor shall develop and maintain a system for discharge planning and shall provide recommendation, in consultation with the appropriate Clinician, to the DPSCS Chief Medical Officer and Department DON for the most appropriate DPSCS setting to be used upon discharge, whether discharged from an Infirmery or hospital. The Contractor will give timely notice of discharge to the appropriate Contractor's Regional Medical Director to ensure space availability at the institution/Infirmery to which the Inmate will return and shall notify the ACOM of all discharges.
- 3.70.6 For Arrestees subject to a Bedside Commitment, the Contractor's Utilization Management team shall collaborate with medical and mental health services as appropriate in monitoring that individual's treatment and readiness to be admitted to the appropriate DPSCS facility and in developing a plan of care for the individual. The Contractor's UM Medical Director in collaboration with the DPSCS Chief Medical Officer shall determine when the individual is to be discharged and admitted to a DPSCS infirmary, will inform the Contractor's Statewide or Regional Medical Director, and make all arrangements for transportation in conjunction with Case Management and Custody. In the event of disagreement with the Utilization Management Assessment, the community hospital or Clinician may file an appeal with the DPSCS Chief Medical Officer, whose decision shall be final.
- 3.70.7 The Contractor's UM Medical Director shall maximize the potential for outpatient specialty services and inpatient Admissions at Bon Secours Hospital. In addition, the Contractor's UM Medical Director shall maximize the opportunity for On-site specialty care services in the Western and Eastern SDAs, including physical therapy, urology and cardiac services.

The Contractor shall participate in a quarterly meeting with Bon Secours for the purpose of facilitating and improving coordination of services. The Contractor shall also provide a daily count of all inpatient hospital stays and disseminate this information via electronic submission by 9:00 am the next day to the DPSCS Chief Medical Officer, Contract Manager, DON, and Custody or designated liaison. The Contractor shall also provide the coordination of transfers to and discharges from Bon Secours Hospital utilizing the regional discharge nurse planners.

- 3.70.8 The State of Maryland is responsible for medical costs incurred by any county for any Local Inmate when the cost of treatment exceeds \$25,000. In any case where such potential exists, the Department shall identify the Local Inmate to the Contractor and the Contractor shall make recommendations on care and will apply Utilization Management to the treatment and care of the Local Inmate to the same extent as any Inmate, except that the Contractor shall not be liable for costs incurred unless the Local Inmate is admitted to a DPSCS facility.

3.71 Utilization Management – Reporting Requirements

- 3.71.1 The Contractor shall provide the DPSCS Chief Medical Officer with monthly reports of Utilization that shall assist the Department in assessing cost effective performance. The Contractor's UM Director shall submit an annual calendar of scheduled monthly audits specifically related to Utilization Management for approval by the DPSCS Director of Nursing

3.71.2 The monthly Utilization Management Report shall include the following:

- (1). Reports of all claims incurred in excess of \$25,000;
- (2). Comparisons of claim trends from different DPSCS facilities;
- (3). Claims status report indicating the number and dollar amount of claims that have been received by the Contractor and paid, as well as those that are not yet paid;
- (4). Reports on UM denials and appeals;
- (5). Hospital Admissions by type and length of stay (including Inmate's facility of origin and the hospital of Admission), by patient and in aggregate;
- (6). Emergency room visits (other than those that result in Admission) by type (including Inmate's facility of origin and the hospital of Admission), by patient and in aggregate;
- (7). Infirmity Admissions by type and length of stay (including Inmate's facility of origin and which infirmity), by patient and in aggregate;
- (8). Dialysis activity by number of Inmates and number of events, by facility and Department-wide aggregate;
- (9). Hospice/palliative care On-site designations, by new Admissions, deaths, releases, and in aggregate for month and for year;
- (10). Trauma report with paid claims for inpatient Admissions per facility and SDA. Trauma reports shall be subcategorized by nature of the trauma. Self-injurious behavior shall be separately indicated including suicide, suicide attempts, hangings, cuttings, ingestions and overdoses;
- (11). Population profile by illness type, age and disability (copy of this portion also to be provided to the Department's Director of Social Work);
- (12). Heat Stratification;
- (13). Sick call utilization including reason for missed appointments and plans for corrective action for those missed appointments;
- (14). Litigation report identifying court, case number, whether counsel filed or pro se, and amount of claim. Each entry shall be updated each month to delineate whether dispositive motions are pending, discovery proceeding, trial set (date), trial held, judgment rendered, and/or appeal noted. All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Contractor or a subcontractor if the suit arises from performance of the services under this RFP; and
- (15). Analysis and trending of ARP and grievance/complaint data for DPSCS institutions. The report shall include an Assessment of whether corrective action is necessary to respond to any trends. This analysis shall also be provided to the DPSCS DON.

3.71.3 The Utilization Report shall include a separate report relating to consultations and referrals for specialty services that shall include:

- (1). Number of requests, by type and institution;
- (2). Number of approvals, by type and institution;
- (3). Dates of request;
- (4). Dates of approval;
- (5). Dates services provided or are to be provided;
- (6). Identity of Clinician; and

- (7). Whether services were or are to be provided On-site, Off-site, or via Telemedicine.

3.71.4 A complete annual report of utilization statistics and a narrative summary delineating the accomplishments of the Contractor shall be provided by July 31st for each year, including the final year of the Contract. Utilization Management Reports for Fiscal Years 2015 and 2016 are provided as **Attachment T**.

3.71.5 Invoices for secondary care provided to Inmates within the scope of this Contract shall be available as requested in support of the Utilization Report.

3.72 Utilization Management – Specialty Panel Board

3.72.1 The Contractor shall establish a specialty panel of Clinicians whose participants are licensed in Maryland, who are independent of the Contractor and, upon request, and at no additional expense to the Department, can provide an external independent review of an Inmate death or clinical grievance and can give independent expert testimony on any litigation involving an Inmate under the Contractor’s care including, but not limited to, the following specialists:

- (1). Addictions;
- (2). Cardiology;
- (3). Dental;
- (4). Infectious diseases;
- (5). Internal medicine;
- (6). Mental Health/Psychiatry;
- (7). Neurology;
- (8). OB/GYN;
- (9). Oral surgery;
- (10). Ophthalmology; and
- (11). Orthopedics.

3.72.2 No later than 45 days after Contract Commencement, the Contractor shall submit for approval by the DPSCS Chief Medical Officer the names, resumes, and credentials (Board Certifications, etc.) of those individuals available through the specialty panel.

3.73 Interstate Compact Inmates

3.73.1 For Interstate Compact Inmates, the Contractor must seek pre-certification from the other state prior to Off-site specialty care, elective inpatient and non-emergency/urgent services being rendered, irrespective of whether they are provided Off-site or via telemedicine. It is expected that the other states will reimburse the Contractor for payment of any such services that have been pre-certified by that state. Any Interstate Compact Inmate requiring emergency care Off-site should have those services completed through the Off-site medical facility and reported to the other state within 24 hours so that retroactive certification can be obtained. It is expected that the other states will reimburse the Contractor for payment of approved Off-site services. DPSCS cannot be billed for these services.

3.73.2 For Maryland Inmates housed in other states, it is expected that the other states will obtain pre-certification from the Contractor prior to Off-site specialty care, elective inpatient, and non-

emergency/urgent services being rendered. The Contractor will be responsible for payment for the Off-site care that is authorized by Contractor's Utilization Management team for Maryland Inmates housed in other states. Any Maryland Inmate housed in another state who requires emergency care Off-site will have those services completed through the Off-site medical facility and reported to the Contractor's Utilization Management team within 24-hours so that retroactive certification can be provided.

- 3.73.3 If the DPSCS Chief Medical Officer or other State's Medical Director makes the determination that the Inmate is to return to their primary state for continued medical treatment, the Contractor shall facilitate the medical transportation arrangements to transport that Inmate back to the Inmate's home state.

3.74 Standards and Accreditations

- 3.74.1 The Contractor shall comply with all standards promulgated by the MCCA, the NCCHC, and the ACA. Compliance is required regardless of whether the institution is accredited.
- 3.74.2 Currently, BCBIC and CDF are accredited by NCCHC and BCBIC. CDF, ECI, and WCI are accredited by ACA. During the term of the Contract, the Contractor shall maintain these accreditations. The Contractor must provide appropriate personnel to attend any meetings pertaining to accreditation, provide all pertinent information, and take any actions reasonably necessary to maintain existing accreditations, including correcting identified deficiencies in the manner in which it operates if an audit re-inspection(s) is needed.
- 3.74.3 The Department will pay the fees for renewal of the accreditations and the costs of any audits necessary for renewal. The Contractor shall pay the cost for re-audits if the facility fails an audit due to the Contractor's non-performance.

3.75 Inmate Co-Pays

The Contractor shall assist the Department in fulfilling the Department's obligation to collect Medical Co-Pays in accordance with Maryland law and DPSCS policy and procedure for all medical services to the extent authorized by statute. (Correctional Services Article of the Maryland Annotated Code, § 2-118) Each day, the Contractor must complete a Co-Pay roster form identifying all Inmates receiving designated routine medical services. A copy of this roster shall be provided at the end of each day to the office of the Warden at the involved facility and electronically to the Inmate Medical Services Internal Audit Unit.

3.76 Third Party Reimbursement

- 3.76.1 The Contractor shall provide a Third Party Reimbursements Coordinator who, as part of the pre-certification process, shall review all Inmates for possible eligibility for Medicaid Reimbursement prior to release and coordinate their applications with the Department's Social Work regional directors. This Third Party Reimbursements Coordinator shall also verify if Inmates are covered by any type of private medical insurance.
- 3.76.2 As an incentive for the Contractor to aggressively pursue Medicaid eligibility and reimbursement or other types of third party reimbursements, the Department will permit the Contractor to retain 10% of all such reimbursements and/or direct payments. An example of a direct payment is a case in

which Medicaid eligibility is determined at the time of admission to the Off-site medical facility and Medicaid reimburses the hospital providing services.

- 3.76.3 In order to receive the 10% incentive, the Contractor shall track all Medicaid payments, both reimbursement to the Contractor and direct payments, in excess of \$100.00. Contractor shall provide to the DPSCS Contract Manager a monthly Medicaid Assistance Eligibility Collection Status Report of all Medicaid payments and shall include the status of all Inmate reimbursement collection efforts.
- 3.76.4 The Contractor shall deduct the amount of Medicaid and other reimbursements received for the preceding six months from the January and July invoices. Any invoice submitted after Contract expiration or termination, including the final invoice payment may include the allowable 10% retention incentive amount for all Medicaid eligibility, private insurance and other third party reimbursements received for services during the term of the Contract but received after Contract expiration or termination.

3.77 Security Requirements

3.77.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.77.2 Information Technology

For purposes of this solicitation and the resulting Contract:

- (a) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
- (b) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

- (c) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
- (d) The Contractor, including any and all subcontractor(s), agrees to comply with all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.77.2.1 **Information Security Requirements**

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- (a) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- (b) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor's system configuration files.
- (c) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

- (d) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (e) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (f) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- (g) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- (h) Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- (i) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- (j) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>, the DPSCS Information

Technology & Communications Division Security Policy (<http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=1220>) and Criminal Justice Information Services Security Policy (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

- (k) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- (l) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- (m) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- (n) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- (o) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.77.2.2 **Contingency / Disaster Recovery Plans**

- (a) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- (b) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within 6 hours in order to avoid unacceptable consequences due to the unavailability of services.
- (c) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.
- (d) Such contingency and disaster recovery plans shall be available for the Department to inspect and to practically test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of the Contract.

3.77.2.3 Incident Response Requirement

- (a) The Contractor shall notify the Contract Manager when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- (b) The Contractor shall notify the Contract Manager within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager and Procurement Officer.
- (c) The Contractor shall notify the Contract Manager within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Manager within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The Contractor, within one (1) Business Day of discovery, shall report to the Contract Manager any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
 - 1. the nature of the unauthorized use or disclosure;
 - 2. the Sensitive Data used or disclosed;
 - 3. who made the unauthorized use or received the unauthorized disclosure;
 - 4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - 5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - 6. the Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (g) This Section 3.77.2.3 shall survive expiration or termination of the Contract.

3.78 Insurance Requirements

3.78.1 The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the

Contractor, its agents, servants, employees, or subcontractors, with a limit of \$1,000,000 per occurrence and \$7,000,000 aggregate.

- 3.78.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with a minimum limit of \$7,000,000 per claim and annual aggregate. The Policy shall include coverage for data breaches and related cyber liability in which personally identifiable information is exposed or stolen.
- 3.78.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.78.4 The Contractor shall maintain Crime Insurance to cover employee theft with minimum single loss limit of \$1,000,000 per loss, and a single loss retention not to exceed \$10,000.
- 3.78.5 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.78.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.78.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.78.3.
 - e. Crime Insurance as required in Section 3.78.4.
- 3.78.6 The "State of Maryland, its officers, employees and agents" shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.78.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

3.79 Problem Escalation Procedure

3.79.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel, as directed should the Contract Manager not be available.

3.79.2 The Contractor must provide a draft PEP with its Technical Proposal and a final PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
- The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Manager of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.80 Invoicing

3.80.1 General

(a) All invoices shall be signed by the Contractor and submitted to the Contract Manager. All invoices shall include the following information:

- Contractor name and address;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period (i.e. time period during which services covered by invoice were performed);

- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s); and
- Amount due including specific descriptions of any amounts other than the monthly fixed rate payment.

The Contractor shall deduct from the January and July invoices the amount of Medicaid and other reimbursements received for the preceding six months reduced by the Contractor's incentive provided in 3.76. Any invoice submitted after Contract expiration or termination, including the final invoice payment may include the Contractor's retention incentive amount for all Medicaid eligibility, private insurance and other third party reimbursements received for services during the term of the Contract but received after Contract expiration or termination. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.80.2 Invoice Submission Schedule

- 3.80.2.1 The Contractor shall submit monthly invoices for services performed during the previous month. The Contractor shall bill the Department for the Monthly Price (as determined by dividing the applicable Annual Price from the Financial Proposal Form by 12) for each respective Contract Period as quoted in its final financial proposal.

3.80.3 Post Contract Invoicing and Final Contract Invoice

- 3.80.3.1 The Contractor shall remain responsible for the payment of any medical services rendered by entities other than the Contractor during the Contract term for which billing has not been received as of the final day of the Contract. It shall be the Contractor's responsibility to inform all Off-site vendors 90, 60 and 30 days prior to the end of the Contract of the need to submit any outstanding claims for reimbursement to the Contractor. Any reimbursement due from DPSCS as provided in Sections 3.19, 3.22.4, 3.22.5 and 3.32.6 due Contractor shall be reflected on Contractor's final invoice. Any reimbursements not reflected on Contractor's final invoice shall not be reimbursed.
- 3.80.3.2 Any invoice submitted after Contract expiration or termination, including the final invoice may include the allowable 10% incentive for all Medicaid eligibility, private insurance and other third party reimbursements received under this Contract after Contract expiration or termination.

3.81 MBE Reports

If this solicitation includes an MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the DPSCS Contract Manager and the MBE Liaison Officer.
- (b) **Attachment D-4B (if applicable)**, the MBE Prime Contractor Report by the 10th of the month following the reporting period to the DPSCS Contract Manager and the MBE Liaison Officer.
- (c) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the DPSCS Contract Manager and the MBE Liaison Officer.

3.82 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Manager and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Manager and the VSBE Liaison Officer.

3.83 SOC 2 Type 2 Audit Report

This section applies to the Contractor and any relevant subcontractor who provides services for the Department's identified critical functions, handles Sensitive Data [see RFP Section 3.77.2(a)], and/or hosts any related implemented system for the State under the Contract. For purposes of this section, "relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

The Contractor shall have an annual audit performed, by an independent audit firm of the Contractor's choosing, of the Contractor's and any relevant subcontractor's handling of Sensitive Data and the Department's critical functions, which are identified as maintenance of health records and shall address all areas relating to Information Technology security and operational processes (see RFP Section 3.77.2). These services provided by the Contractor and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional

organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- 3.83.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the Contract Manager. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the Contract Manager by July 1 for the preceding calendar year.
- 3.83.2 The SOC 2 Audit shall report on the Contractor’s and any relevant subcontractor’s system(s) and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.77, relevant to the following trust principles: Security and Confidentiality, as defined in the aforementioned Guidance.
- 3.83.3 The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and/or Privacy) to accommodate any changes to the Contractor’s and any relevant subcontractor’s environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Contract, or due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.83.4 The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the Department under the Contract. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Contract.
- 3.83.5 All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the Department.
- 3.83.6 The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Contract Manager upon completion of each SOC 2 Audit engagement.
- 3.83.7 The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.
- 3.83.8 If the Contractor, including any relevant subcontract, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor’s and any relevant subcontractor’s current information security assessments are acceptable in lieu of the SOC 2 Report(s).

- 3.83.9 If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in RFP Section 3.83.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the Contract. The Contractor and any relevant subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.
- 3.83.10 The Contractor acknowledges that, in the course of performance hereunder, the Contractor may receive personally identifiable information that may be restricted from disclosure under the Health Insurance Portability Act and Accountability Act (HIPAA) and/or the Family Educational Rights and Privacy Act (FERPA). Notwithstanding any other provision of this § 3.83, the Contractor will be responsible for all damages, fines and corrective action arising from disclosure of such information caused by such breach of its data security or confidentiality provisions hereunder

3.84 Liquidated Damages

This section applies to all liquidated damages referenced in this RFP.

- 3.84.1 It is critical to the success of the State's programs that medical and utilization services be maintained in accordance with the agreed upon schedules and delivered in a reliable manner. By submitting a Proposal in response to this RFP, the Offeror acknowledges that the State will incur economic damages if the Contractor fails to meet the obligations set forth in this RFP. The Offeror also acknowledges that it would be impractical, difficult, or impossible to assess the actual damage sustained by the State in the event of delays or failures in service, reporting, attendance of Contractor personnel for scheduled work, provision of services, and other service requirements set forth in the Contract. The State and the Contractor, therefore, agree that in the event of any such failure to perform to certain standards, the amount of damages which will be sustained will be the amounts set forth in **Attachment V**, Liquidated Damages. The Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. The Contractor agrees that the Liquidated Damages set forth in this RFP represent a fair, reasonable, and appropriate estimation of damages. For amounts due the State as liquidated damages, the State, at its option, may deduct from any money payable to the Contractor or may bill the Contractor as a separate item. The Department reserves its right to assess liquidated damages at any time during the Contract term.
- 3.84.2 The Department will not assess or invoke liquidated damages for any occasion of Contract non-performance otherwise subject to liquidated damages if such nonperformance is determined by the DPSCS Contract Manager to have resulted from circumstances beyond the control of the Contractor.
- 3.84.3 For 90 days from the Go-Live Date, the Department will not assess any of the liquidated damages described in **Attachment V**.

3.85 End of Contract Transition

- 3.85.1 The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Manager. The Contract Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.
- 3.85.2 If the Contractor is not awarded a successor contract, it shall fully cooperate with the successor contractor to assure a seamless transfer of Inmate healthcare services and utilization management services. The Contractor shall:
- 3.85.2.1 Provide reasonable access by the successor contractor to the Contractor's Staff between 30 and 60 days before the Contract end date. If less than 30 days of the Contract term remains as of the time a successor contract is awarded the Contractor shall make special efforts to provide the successor contractor access to its Staff.
 - 3.85.2.2 Participate in the Contract ending physical inventory.
 - 3.85.2.3 Transfer all databases created under this RFP to the successor contractor as of the end of the final day of the Contract and support the conversion of any DPSCS data from its system and provide the DPSCS data in a universal, electronic file-format compatible for transfer to the system approved by DPSCS, including the system of a successor contractor.
 - 3.85.2.4 As requested by the Department Contract Manager, provide appropriate representation at work initiation meetings between the Department and the successor contractor to help ensure a smooth transition of services.
 - 3.85.2.5 Ensure that no records/documentation that DPSCS is required by accreditation, regulation, law, etc. to maintain in its possession are removed, altered, or destroyed. This requirement includes but is not limited to Staff records relating to credentialing, training, discipline, and time worked, patient records, and records of equipment, supplies, and inventory. Electronic correspondence (e.g., e-mails) pertaining to any matter related to the Contract, including Inmate patient care, litigation and ARPS on the domain of either the Contractor or DPSCS remain the property of DPSCS.
 - 3.85.2.6 Ensure that all required records, reports, data, etc. are current and properly documented in the document management system and available without restriction by the successor contractor as of start of the successor contract.
- 3.85.3 The Contractor shall ensure that all required Contract close-out activities are timely and properly performed including, but not limited to,:
- 3.85.3.1 Paying all invoices from Off-site specialists, hospitals, etc.
 - 3.85.3.2 Submitting to the Department post contract invoices, including any final invoice with all supporting documents;
 - 3.85.3.3 Remitting to the Department as received any outstanding third party reimbursements (e.g., Medicaid or private medical insurance) and providing a report of outstanding third party reimbursement requests to the Department Contract Manager no later than 5 days prior to the end of the Contract term. This report shall identify:
 - The entity from which reimbursement was sought
 - The requested reimbursement amount

- The expected date for reimbursement, or of a decision on approval or disapproval of the request;

3.85.3.4 Delivering to the Department Contract Manager all source codes to software specifically developed for use under the Contract, supplies, equipment, manuals, etc. owned by the Department are delivered to the Department as of the end of the Contract.

3.85.4 The Department will deduct from the Contractor's final invoice any amounts due from the Contractor to the Department.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and six (6) copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

To the Procurement Officer (see Section 1.5 “Procurement Officer”) prior to the date and time for receipt of Proposals (see Section 1.11 “Proposals Due (Closing) Date and Time”).

4.2.2 An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or Universal Serial Bus/USB Flash/Thumb Drive) of Volume 1-Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission. An electronic version (on CD, DVD, or USB Flash Drive) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. Each CD/DVD/USB Flash Drive must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Each CD/DVD/USB Flash Drive must be packaged with the original copy of the appropriate Proposal (Technical or Financial). Two electronic versions of both Volume 1 and Volume 2 shall be submitted.

4.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD, DVD, or USB Flash Drive for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).

4.2.4 Beginning with Tab B (see RFP Section 4.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 4.4.2.1 and 4.4.2.2), should be numbered using lower case Roman numerals (ex. i, ii, iii, iv, v, etc).

4.2.5 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver Proposals.

- 4.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom.
- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing information is to be included only in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, six (6) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.2.1 “Title Page and Table of Contents,” Section 4.4.2.2 “Claim of Confidentiality,” Section 4.4.2.3 “Transmittal Letter,” Section 4.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3. 1 Response . . .; “Section 3. 2 Response ..,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 5.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

- 4.4.2 **The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

4.4.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

4.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Public Information Act Notice"). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.4.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
- Acknowledgement of all addenda to this RFP.

4.4.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments, the Executive Summary shall so state.

4.4.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.4.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- a. 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). 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. 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.
- b. The Offeror shall provide a **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- c. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- d. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP Section 3.79.
- e. **Non-Compete Clause Prohibition:**

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 hourly rate provided for the respective position in **Attachment R** of the Contractor's technical proposal times 540 hours.

- f. The Offeror's proposal shall include an acknowledgement of the obligation and description of its ability to adhere to and maintain compliance throughout the term of the contract to each of the Department's policies, laws, regulations, protocols, directives, and guidelines.
- g. The proposed document management system shall be identified in the Offeror's Technical Proposal. If during the evaluation of an Offeror's proposal it is determined the Offeror's proposed document management system is not satisfactory, as long as the Offeror remains in consideration for award, it will be so informed and permitted to revise its proposal.

4.4.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

4.4.2.7.1 The Department has identified the recommended clinical and non-clinical staffing plan for the Contract in Attachment R. While it is the opinion of the Department that the suggested staffing plan contained in Attachment R is appropriate to perform the scope of work outlined in this RFP, the Offeror may propose a different clinical and/or non-clinical staffing plan. If the staffing plan proposed by the Offeror varies from the Department recommendation in Attachment R, the Offeror must submit its proposed plan using the same titles, location, and format as Attachment R detailing its proposed clinical and non-clinical staffing plan, identifying each change from Attachment R, explaining the rationale for each change, and describing how the change will affect the delivery of services. The plan should also include minimum hourly rates for each proposed position in Attachment R or in its staffing plan. The final staffing plan shall be formalized as the Contractor's initial staffing plan. The Contractor's staffing plan is subject to the following limitations:

- (1). Certified Medical Assistants (CMAs) may not be proposed to work under this contract.
- (2) An offeror must include all positions specifically required under this RFP, including non-clinical positions.

(3) Although not noted in the current Attachment R, Offerors are encouraged to include CNAs (Certified Nursing Assistants) and GNAs (Geriatric Nursing Assistants) in Infirmaries to use staffing most efficiently and effectively.

(4) In addition to the clinical staffing plan, the Offeror shall also identify all other (non-clinical) personnel to be employed under this Contract, either on-site at a Department location or elsewhere. The submitted non-clinical staffing plan must include all positions specifically identified in this RFP. For any position not specified in the RFP, the Offeror shall include a position description, the minimum hourly pay rate, whether the position will primarily or exclusively work at a specific work-site, and/or shift, or whether the position will have a Department wide focus. In no instance may the minimum payment rate to Staff be less than permitted under the State's Living Wage law as described in §1.34 and Attachment G.

4.4.2.7.2 The Offeror shall submit a Staff skills and qualifications matrix in its own format to summarize relevant experience for the proposed staff, including any subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.

4.4.2.7.3 The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this RFP. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

Where the identification of specific persons to staff specific positions and associated resumes are requested, it is recognized that in some circumstances (such as planning to retain existing staff) it may not be practical or possible to provide identification. Accordingly, Offerors are permitted to submit qualifications and explanations of the type of staff they will be seeking and the manner in which they will recruit such staff. In recognition of the possibility that existing staff either may decline to be employed by an Offeror or the Offeror does not choose to hire one or more existing personnel, Offerors should describe how they will staff positions under either of these circumstances. More consideration will be given to Offerors that can and do provide resumes instead of qualifications/explanations.

4.4.2.7.4 The Offeror shall describe the management structure it will utilize and provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a reference document that describes the work to be done

4.4.2.7.5 Among the important means to achieve a stable workforce is the payment of adequate salaries and wages, along with attractive employee benefits. The Offeror shall provide a written plan of active and ongoing recruitment and retention of personnel at all levels, including the minimum hourly rate expected to be paid for each position included in the staffing plan that shall be prepared in the same format as Attachment R, any incentives provided for this purpose and any other strategies for recruitment and retention. The plan shall describe Staff payment rates (which may not be less than under the State's Living Wage law), employee benefits, incentives and any and all other means for recruitment and retention of qualified Staff to achieve a less than 20% annual composite Staff turnover rate. The plan will also acknowledge the Department's role in the hiring process of higher level Staff.

4.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- a. The number of years the Offeror has provided the similar services;
- b. The number of clients/customers and geographic locations that the Offeror currently serves;
- c. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- d. The Offeror's process for resolving billing errors; and
- e. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.4.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

4.4.2.10 **List of Current or Prior State Contracts (Submit under TAB I)**

4.4.2.10.1 Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

4.4.2.10.2 Provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, in whole or in part within the past five years. Terminated contracts for convenience include contracts with renewal options when an available option was not exercised by the contracting entity (customer). For any such instance, identify:

- a. The contracting entity;
- b. The nature of the contract;
- c. The value of the contract;
- d. The original term of the contract;
- e. At what stage the contract was terminated;
- f. The reason for the termination; and
- g. A contact person (including name, title of contract, phone and email address) at the contracting entity that can be contacted for verification of the provided information, or for additional information.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.2.11 **Financial Capability (Submit under TAB J)**

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dunn and Bradstreet Rating;

- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

4.4.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.78. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

4.4.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Sections 4.4.2.6 and 4.4.2.7 for additional Offeror requirements related to Subcontractors.

4.4.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.4.2.15 Economic Benefit Factors (Submit under TAB N)

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from Attachment F, the Financial Proposal Form. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- a. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- b. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- c. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.4.3 **Additional Required Technical Submissions (Submit under TAB O)**

4.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2.

- a. Completed Bid/Proposal Affidavit (**Attachment B**).

- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.3.2 ***If Required**, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2. *See appropriate RFP Section to determine whether the particular document is required for this procurement:

- a. A Signed Statement from the Offeror's Parent Organization Guaranteeing Performance of the Offeror. ***see Section 1.22**
- b. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) ***see Section 1.33**.
- c. Completed Federal Funds Attachment (**Attachment H**) ***see Section 1.35**.
- d. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) ***see Section 1.36**.
- e. Completed Mercury Affidavit (**Attachment L**) ***see Section 1.40**.
- f. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment M-1**) ***see Section 1.41**.
- g. Completed Location of the Performance of Services Disclosure (**Attachment N**) ***see Section 1.42**.

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 "Proposals," the Offeror shall submit an original unbound copy, six (6) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

5.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan (See RFP § 4.4.2.6)

The State prefers an Offeror’s response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 4.4.2.7).

5.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.4.2.8 – 4.4.2.14)

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.4.2.15)

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment F** - Financial Proposal Form.

5.4 Reciprocal Preference

Although Maryland law does not generally authorize procuring units to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

- The Maryland resident business is a responsible Offeror;
- The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and

- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

5.5.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will subsequently be returned if the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is an MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (**Attachment M-1**) is included and is properly completed, if there is a VSBE goal. Finally, a determination is made that all Offeror Minimum Qualifications, if any (See RFP Section 2), have been satisfied.

5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the

Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, BAFOs. The State may make an award without issuing a request for a BAFO.

5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a. Contract (**Attachment A**),
- b. Contract Affidavit (**Attachment C**),
- c. MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; *see **Section 1.33**,
- d. MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C**), if a waiver has been requested (if applicable; *see **Section 1.33**),
- e. Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- g. VSBE **Attachment M-2**, if applicable *see **Section 1.41**,
- h. DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- i. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," listing the State as an additional insured, if applicable; *see **Section 3.4**.

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within 10 Business Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3A/B.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P - Dialysis Trends FY 14-16

ATTACHMENT Q – DPSCS Facilities

ATTACHMENT R – Recommended Staffing Matrix

ATTACHMENT S – Threshold Contract

ATTACHMENT T - Utilization Reports for FY 15 and 16

ATTACHMENT U – Top 20 Diagnoses and Top 20 Providers

ATTACHMENT V – Liquidated Damages

ATTACHMENT W – *DuVall v. Hogan* Settlement Agreement and Amendment

ATTACHMENT X – Average Daily Population

ATTACHMENT Y – Telemedicine Locations

ATTACHMENT Z – Monthly Summary Report

ATTACHMENT AA - Meetings, Reports and Databases

ATTACHMENT BB – Equipment Inventory FY 16

ATTACHMENT CC – Pharmacy Delivery Locations

ATTACHMENT DD – Medication Distribution by Facility

ATTACHMENT A – CONTRACT

INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES CONTRACT

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), 2017 by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Department of Public Safety and Correctional Services.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the Department of Public Safety and Correctional Services.
- 1.3 “Contract Manager” means the following Department employee identified as the Contract Manager: Joseph A. Ezeh, Acting Director, Contracts Administration and Audits, Clinical Services and Inmate Health, e-mail: joseph.ezeh@maryland.gov.
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the Department of Public Safety and Correctional Services.
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.7 “Procurement Officer” means the following Department employee identified as the Procurement Officer:
- 1.8 “RFP” means the Request for Proposals for Inmate Medical Care and Utilization Services, Solicitation # Q 0017058 and any addenda thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for inmate medical care and utilization management services awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Proposal (Technical and Financial)

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of five (5) years beginning on or about July 1, 2017, and ending five (5) years following the Go-Live Date.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$ (enter NTE amount).

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Department Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

5. Damages and Payments

5.1. Process.

(A) The Department may deduct liquidated damages as set forth in RFP Attachment V. The Department will not assess any of the liquidated damages described for the first ninety (90) days following the Go-Live Date specified in Section 3.1.

(B) When the Department has identified a deficiency for which it could assess liquidated damages, it shall notify the Contractor in writing of the deficiency (the "Initial Notice").

(C) The Contractor shall provide to the Department Contract Manager within 10 Business Days of the date of the Initial Notice, its written explanation for the deficiency, and if applicable, how the circumstance(s) causing the nonperformance was beyond its control.

(D) The Department may determine whether or not to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within 10 Business Days.

5.2 Payment Adjustments.

(A) The Department shall notify the Contractor of each payment adjustment due to the imposition of direct or liquidated damages and shall provide the Contractor with such evidence as the Department determines is adequate to justify each adjustment.

(B) If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in Section 13 (Disputes) of this Contract.

5.3 Payments to the Department

(A) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Department within 30 days after receipt by the Contractor of the invoice. If the Contractor fails to make payment to the Department within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Department interest for that portion of the unpaid balance prorated for the period beginning with the 31st day after the Contractor receives the invoice from the Department and ending when the Department receives the payment. The Department shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.

(B) The Department is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor, other than those fees or costs which the Contractor has included in its price stated in the Financial Proposal or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract. This provision shall survive the Contract term for any and all instances when payment is due to the State.

(C) In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Department may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the Department, in addition to any other remedies,

may deduct the amounts due from any monies due the Contractor during any renewal term of the Contract or under any other contract between the parties.

5.4 Third Party Payments

(A) The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates, and gifts, including insurance and government payments ("third party payments"), for services rendered to Inmates, when such are available.

(B) When the Contractor can receive, will receive, or has received third party payments in relation to the Contract, the Contractor shall immediately notify the Department of the source, nature, and amount of the third party payments.

(C) Except for Third Party Reimbursement incentive payments as described in the RFP, all third party payments are the property of the Department and the Contractor shall follow the Department's instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Department, the remission to the Department of the third party payment in its entirety, with the 10% incentive payment to be made separately.

(D) The Contractor's obligations and right to receive incentive payments under this Section 5 shall survive the expiration or termination of the Contract.

(E) At the end of each Contract Period, the Contractor shall submit a report to the Department's Contract Manager detailing all funds received from third party payments.

5.5 Direct Damages.

(A) The Department may deduct for direct or liquidated damages sustained as a result of Contractor's failure to perform as required under this Contract.

(B) If hospitalization, outpatient, or Off-site specialty care is required as a result of the negligence or maliciousness of the Contractor, including its Staff, subcontractors, subcontractor staff, or any other party used by the Contractor to provide services as required under the Contract, the Contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of Clinician negligence will be that of DPSCS Chief Medical Officer, whose decision shall be final, subject to Section 13 (Disputes) of this Contract.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 6.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 6.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 6.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

7. Exclusive Use

- 7.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 7.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

8. Patents, Copyrights, and Intellectual Property

- 8.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 8.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 8.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

9. Confidential or Proprietary Information and Documentation

- 9.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems)

shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9.2 This Section 9 shall survive expiration or termination of this Contract.

10. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

11. Indemnification

- 11.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 11.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 11.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 11.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 11.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 11.6 This Section 11 shall survive termination of this Contract.

12. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall,

during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

13. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

14. Maryland Law

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

14.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

14.3 Any and all references to the Maryland Code, Annotated or to the Code of Maryland Regulations contained in this Contract shall be construed to refer to such Code or regulations sections as are from time to time amended.

15. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

16. Contingent Fee Prohibition

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

17. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the

Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

18. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

19. Termination for Convenience

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

20. Contractor Transition

If the Department awards a contract to another contractor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Department and the new contractor in facilitating the transition as the Department directs, including providing the new contractor with access to all databases and electronic management systems and copies of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

21. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

22. Suspension of Work

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

23. Pre-Existing Regulations

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

24. Financial Disclosure

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

25. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

26. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

27. Right to Audit

27.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal

controls over the Contract services being performed for the State.

- 27.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 27.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).
- 27.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.
- 27.5 This Section shall survive expiration or termination of the Contract.

28. Compliance with Laws

The Contractor hereby represents and warrants that:

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

29. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

30. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

31. Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- 31.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 8 of this Contract;
- 31.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 31.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

32. Commercial Nondiscrimination

- 32.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 32.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 32.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

33. Prompt Pay Requirements

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

- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 33.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the Contract between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of a Contract or occurrence unrelated to the Contract under which the amount is withheld.
- 33.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 33.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 33.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or

- iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

34. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

35. Variations in Estimated Quantities

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

36. Contract Manager and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

37. Notices

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

If to the State: Cecilia Januszkiewicz
 Procurement Officer
 300 East Joppa Road, Suite 100
 Towson, Md. 21286

If to the Contractor: _____

38. MBE Liquidated Damages

38.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 38.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$33.30 per day until the monthly report is submitted as required.
 - 38.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$116.54 per MBE subcontractor.
 - 38.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
 - 38.1.4 Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - 38.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: \$124.86 per day until the undisputed amount due to the subcontractor is paid.
- 38.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

39. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

40. Compliance with Federal HIPAA and State Confidentiality Law

- 40.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

40.2 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

41. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and DPSCS Limited English Proficiency (LEP) Plan issued by the DPSCS Office of Equal Opportunity under Executive Directive OEO.020.0032 (June 2016) <http://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=1202>

42. Miscellaneous

- 42.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 42.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES

By:

By: Stephen T. Moyer, Secretary

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20 ____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7205, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID
Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID
Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal

corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Comply with the terms of the statement; and

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

MBE ATTACHMENT D-1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE Prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. Guidelines Regarding MBE Prime Self-Performance: Please note that when a certified MBE firm participates as a Prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
 - ✓ In order to receive credit for self-performance, an MBE Prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE Prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE Prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B Waiver Guidance**, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA’s website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own workforce towards fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
 7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
 8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.
 9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Bid will be deemed not responsive, or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL ASIAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL HISPANIC AMERICAN MBE PARTICIPATION:	_____ %
TOTAL WOMEN-OWNED MBE PARTICIPATION:	_____ %

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): _____ **11** _____ %

MBE ATTACHMENT D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Bid/Proposal submitted in response to Solicitation No. Q 0017058 I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 11 percent and all of the following subgoals:

N/A percent for African American-owned MBE firms

N/A percent for Hispanic American-owned MBE firms

N/A percent for Asian American-owned MBE firms

N/A percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Business Days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);

(d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the Contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime’s own workforce: _____</p> <p>_____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

(Continue on separate page if needed)

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B **WAIVER GUIDANCE**

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeree must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeree must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeree that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeree has made. The efforts employed by the Bidder/Offeree should be those that one could reasonably expect a Bidder/Offeree to take if the Bidder/Offeree were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeree's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeree as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeree identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Bid/Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeree identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeree identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid/Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of Bid/Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a Prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offers may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to Bid/Proposal opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the Bidder/Offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.

7. A Bidder/Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder’s/Offeror’s compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE ATTACHMENT D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the
work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative **Title** **Date**

MDOT Certification # Telephone #

.....

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date

MBE ATTACHMENT D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE
TO MBE FIRMS**

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Bid/Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see **Attachment D-1B – Exhibit A**). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that an MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Bid/Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

MBE ATTACHMENT D-2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS): _____

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-Bid/pre-Proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-Bid/pre-Proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE ATTACHMENT D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State Contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___ % of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<p>PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
--	---

MBE ATTACHMENT D-3B
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p>MBE PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
--

MBE ATTACHMENT D-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
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3.																																							
4.																																							
Total Dollars Unpaid: \$		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Manager: _____ Contracting Unit and Address: _____ _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ MBE Prime Contractor: Report is due to the MBE Liaison by the ___ of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
--	--

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Manager: _____ Contracting Unit and Address: _____ _____ _____ _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the ___ of the month following the month the services were performed.	Contract #: _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

MBE Subcontractor Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____	E-mail: _____																															
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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Total Dollars Paid: \$ _____																																
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____	Contact Person: _____																															

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Manager: _____ Contracting Unit and Address: _____ _____ _____ _____

Signature: _____ **Date:** _____
 (Required)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Solicitation Number Q 0017058
Inmate Medical Care and Utilization Services**

A Pre-Proposal Conference will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet.

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer. The Procurement Officer's contact information is provided in the RFP Key Information Summary Sheet.

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 "Pre-Proposal Conference"):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – FINANCIAL PROPOSAL FORM AND INSTRUCTIONS

Attachment F is attached as an Excel spreadsheet.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT H - FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OMB) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Department Contract Manager.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment,

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation—programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7- 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through Department of Public Safety and Correctional Services (the “Department”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Inmate Medical Care and Utilization Services, Solicitation # Q 0017058; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Staff to comply with the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

Department of Public Safety and Correctional Services

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. Q 0017058, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of one (1)%. Therefore, I will not be seeking a waiver.

OR

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Attachment M-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT M-1
VSBE Prime/Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: - _____	

List Information For Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

ATTACHMENT M-2
VSBE Subcontractor Participation Statement

*Please complete and submit one form for each verified VSBE listed on Attachment M-1
within 10 Business days of notification of apparent award*

_____ (prime contractor) has entered into a contract with
_____ (subcontractor) to provide services in connection with the Solicitation described
below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: _____	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____
Name, Title

Date _____

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title

Date _____

This form is to be completed monthly by the prime contractor.

ATTACHMENT M-3
Veterans Small Business Enterprise (VSBE) Participation
Prime Contractor Paid/Unpaid VSBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the Contract Monitor by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ VSBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
VSBE Prime Contractor Services Provided (if applicable):																																							
Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
VSBE Subcontractor Services Provided (if applicable):																																							
List all payments made to VSBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
	<u>Invoice#</u>	<u>Amount</u>																																					
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3.																																							
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3.																																							
4.																																							
Total Dollars Unpaid: \$ _____																																							

If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____ Contracting Unit and Address: _____ _____ _____ _____

Signature: _____ **Date:** _____
 (Required)

This form must be completed monthly
by all VSBE subcontractors.

ATTACHMENT M-4

Veterans Small Business Enterprise Participation Subcontractor Paid/Unpaid VSBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ VSBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

VSBE Subcontractor Name: _____																																
Department of Veterans Affairs Certification #: _____																																
Contact Person: _____	E-mail: _____																															
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
VSBE Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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2.																																
3.																																
Total Dollars Paid: \$ _____																																
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

Return one copy of this form to the following address (electronic copy with signature & date is preferred):

Contract Monitor: _____ Contracting Unit and Address: _____ _____ _____ _____

Signature: _____ **Date:** _____
(Required)

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. Q 0017058, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENTS P - DD

The following Attachments are available here:

<http://dpscs.maryland.gov/publicservs/procurement/MedicalServices.shtml>

Attachment P	Dialysis Treatment Trends FY 14-16
Attachment Q	DPSCS Facilities
Attachment R	Recommended Staffing Matrix
Attachment S	Threshold Contract
Attachment T	Annual Utilization Summary FY 15 and 16
Attachment U	Top 20 Diagnoses and Off-site Providers FY 14-16
Attachment V	Liquidated Damages Schedule
Attachment W	DuVall v. Hogan Settlement Agreement
Attachment X	Average Daily Population FY 14-16
Attachment Y	Telemedicine Sites
Attachment Z	Monthly Utilization Summary
Attachment AA	Meetings – Reports - Databases
Attachment BB	Equipment Inventory FY 16
Attachment CC	Pharmacy Delivery Locations
Attachment DD	Facility Medication Distribution