



STATE OF MARYLAND
MARYLAND DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES (DPSCS)
REQUEST FOR PROPOSALS (RFP)
SUBSTANCE USE DISORDER TREATMENT SERVICES
RFP NUMBER BPM020644

ISSUE DATE: JULY 12, 2021

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

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

Title: Substance Use Disorder Treatment Services
Solicitation No: BPM020644

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 is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - 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
MARYLAND DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES (DPSCS)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - Substance Use Disorder Treatment Services
Solicitation Number:	BPM020644
RFP Issue Date:	July 12, 2021
RFP Issuing Office:	Maryland Department of Public Safety and Correctional Services (DPSCS or the "Department")
Procurement Officer: e-mail: Office Phone:	Anna M. Lansaw Annaa.lansaw@maryland.gov 443-525-6802
Proposals are to be sent to:	Submit via eMMA
Pre-Proposal Conference:	July 22, 2021 / 1:00 PM Local Time via Teleconference See Attachment A for instructions.
Questions Due Date and Time	July 27, 2021 / 2:00 PM Local Time
Proposal Due (Closing) Date and Time:	August 20, 2021 by 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	MBE Goal for the following: Region A 5% Region B 4% Region C 7% Region D 10% No subgoals
VSBE Subcontracting Goal:	VSBE Goal for the following: Region A 1% Region B 0.5% Region C 1% Region D 1%
Contract Type:	Firm Fixed Price with Indefinite Quantities with Fixed Unit Prices and Labor Hour Rates
Contract Duration:	Five-Year Base Period with two (2) one-year option periods
Primary Place of Performance:	Statewide – Designated Regions
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

1.1.1

There are no Offeror Minimum Qualifications for this procurement.

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2 Contractor(s) Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Public Safety and Correctional Services (“DPSCS” or the “Department”) is issuing this Request for Proposals (RFP) to obtain one or more Contractors to provide Substance Use Disorder (SUD) Treatment, and SUD Screening and Assessment Services throughout the Department’s facilities. (Reference to Contractor in this RFP means each Contractor individually unless clearly stated otherwise.) Contractor shall provide screening, assessment, and treatment services in one or more designated regions throughout the State. Contractor shall establish and administer various American Society of Addictive Medicine (ASAM) levels of care treatment based on the screening and assessments conducted. The expected levels of care treatment shall include but not be limited to the Therapeutic Community (TC) model and Medication-Assisted Treatment (MAT). Services and training that must be provided include, but are not limited to: peer mentoring, cultural and gender sensitivity, and training of custody personnel (specifically, Suboxone-related therapy and diversion prevention). Additional services to be provided shall include alternatives to medication-based pain management, naloxone training/education, and trauma-based therapy. Contractor shall collaborate with the DPSCS medical, mental health, and pharmacy Contractors regarding MAT, and with Reentry MAT community liaisons. The Contractor for the Baltimore City Region will develop a 45-day SUD disorder curriculum for pretrial detainees.
- 2.1.2 It is the State’s intention to obtain goods and services, as specified in this RFP, from Contractor(s) providing services in multiple regions.
- 2.1.3 The Department intends to make multiple awards [a maximum of four (4) awards] on a regional basis as a result of this RFP. See RFP Section 4.9 Award Basis for more Contract award information and Appendix 3 for a list of facilities in each region. The Department reserves the right to award to a single vendor or multiple vendors as deemed to be most advantageous to the State.
- 2.1.4 An Offeror either directly or through its subcontractors, must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror(s) (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not ensure Contractor will receive all or any State business under the Contract.
- 2.1.6 Maryland State and local entities as defined in Finance and Procurement 13-110(a)(5)(i) and not-for-profit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or not-for-profit entities:
- A. Shall constitute the Contract between the Contractor and that government, agency or not-for-profit entity;
 - B. Shall not constitute purchases by the State or State agencies under the Contract;
 - C. Shall not be binding or enforceable against the State; and
 - D. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.
- 2.1.7 All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under the Contract. The Contractor bears the risk of determining whether a government, agency or organization with which the Contractor is dealing is a State entity.

2.2 Purpose

- 2.2.1 The Department anticipates awarding up to four (4) Contracts to provide comprehensive SUD treatment services at various treatment levels throughout the Department, and to provide screening and assessment of each inmate during the intake process, and backend assessments throughout the term of the Contract(s). Each Contractor shall establish SUD treatment based ASAM levels of care at various facilities in a specific region based on the results of the screening and assessments conducted. The Department has designated specific facilities for the TC program and MAT program; however, it reserves the right to expand these programs in all regions. *See Section(s) 2.4.3.6 and Appendix 5.*
- 2.2.2 The Department is dividing the services to be performed into four regions: Region 1 - Eastern Maryland, Region 2 - Western Maryland, Region 3 - Central Maryland, and Region 4 - Baltimore City (refer to Appendix 3 for lists of facilities in each of these regions). Each Contractor will conduct both screening and assessment of the inmate population, and based on the assessment scores will establish the appropriate programs needed at the facilities to provide these services. The Contractor shall determine the appropriate treatment levels of care needed at each facility in its designated region while also incorporating the specific facilities already designated for specific treatment services.
- 2.2.3 The Department will initiate a 2-phase approach: during Phase I, the Contractor shall perform screenings and assessments of inmates during the intake process and screening and assessments for the standing population for the first six (6) months of the Contract. This will determine and establish the treatment services needed based on the ASAM level of care for each facility in each region. The Contractor shall continue performing screening and assessments throughout the term of the Contract. Phase II will commence six (6) months from the Notice To Proceed (NTP) date of the Contract. The Contractor shall establish and fully implement the treatment programs (hire all appropriate personnel, install needed equipment, etc.), and begin administering the appropriate treatment programs based on the ASAM level of care no later than 10 months from the NTP date.
- 2.2.4 The philosophy of the Department is to operate “drug-free” programs; however, a participant in these programs may be dually treated with a MAT program within the Department.
- 2.2.5 The Department realizes that a prison environment is highly structured; it does not simulate life in a community such as what the inmate will confront upon release from incarceration. Thus, it is anticipated that program participants will require further treatment following release to a community. The Contractor shall make recommendation for continuation of care in the community.

2.3 Background

2.3.1 SUD Disorder Screening and Assessment Process

The Department currently uses the Texas Christian University (TCU) Drug Screen and the Treatment Assignment Protocol (TAP) for assessments. The goal of the assessment process is to obtain a comprehensive picture of the inmate in several areas that include criminality, SUD, psychological issues, and social history. Administration, scoring, and interpretation of any screening or assessment instrument are performed following the American Psychological Association’s *Standards for Educational and Psychological Testing*.

The intake process begins at the intake facilities when an incarcerated individual first enters into the correctional system; this will include a medical and mental health evaluation as well as an assessment of appropriate security level status (maximum, medium, minimum or pre-release). There is also an evaluation of educational needs. Most relevant for the Contractor, the intake process offers an opportunity to initiate screenings for addictions, and a thorough assessment of

criminogenic risks and needs. Once the intake process is complete, an inmate is assigned to an institution based upon security level.

The Division of Correction (DOC) intake process and the pretrial intake process for committed arrestees are done 24/7, and use the same intake-screening questionnaire for an incarcerated individual first entering into the correctional system. The intake process will include a medical and mental health evaluation as well as an assessment of appropriate security level status (maximum, medium, minimum, or pre-release). There is also an evaluation of educational needs. The intake process also offers an opportunity to initiate screenings for addictions and a thorough assessment of criminogenic risks and needs. There is an Initial Medical and Mental Health Screen (IMMS) conducted with questions identifying substance and alcohol usage to include signs and symptoms of withdrawal. Once the intake process is complete, an inmate is assigned to a maintaining institution based upon security level.

As inmates are processed through the intake facilities, individualized care plans are created to synchronize treatment planning and programming to determine the treatment needs of each inmate. DPSCS Case Managers must complete this case plan within 10 days of intake. DPSCS Case Managers will provide the names of inmates to be screened and assessed to the Contractor.

2.3.2 SUD Treatment Programs

The Department's treatment philosophy focuses on successfully preparing offenders to return to their communities. SUD treatment is widely considered a primary tool in combating criminal behavior, and such programs are at the heart of a re-entry effort. Addictions counselors play a key role in the Department's SUD program. These counselors deliver group therapy akin to an outpatient program over a six-month period utilizing the Addiction Treatment Protocol (ATP) developed in-house, based on the Federal cognitive model. However, various intensity of treatments are required in order to be able to address specific needs of the inmates, in addition to the group ATP treatment program. The Department's intensive SUD Treatment programs operate as a modified Therapeutic Community with six (6) month cycle programs necessary for those inmates with more intensive substance abuse use issues. These programs begin the first week of each month.

In a correctional environment, compliance with Code of Maryland Regulations (COMAR) 10.47.02.08 (Clinically Managed High-Intensity Treatment Level III.5) and COMAR 10.47.03.07 (Correctional Level III.5) is critical. The traditional TC concept of peer-led and peer-enforced treatment and behaviors are not appropriate for this environment. The Department utilizes the concept of peer accountability. The Department expects the TCs to be led by the Contractor(s)'s personnel; however, the TCs will still utilize peer community and awareness. In addition, program participants will be housed together and, to the extent possible, separated from the rest of the inmate population at the institutions.

Medication-Assisted Therapy: The Department has provided Medication Assisted Therapy utilizing methadone as part of a MAT program; however, the Department is expanding the MAT program in accordance with House Bill (HB) 116 (see Appendix 7 and Section 2.4.3.6).

Acupuncture Services: The Department provides acupuncture services to various group as alternative treatment services at specified locations. Refer to Section 2.4.3.7.

2.3.3 State Personnel and Roles

The Department's Contract Monitor, Chief Medical Officer, Director of Nursing, and Director of SUD Treatment Services or designee(s) shall have the authority to initiate, change, delete, or add clinical policies, procedures, and actions as it relates to the SUD Treatment Program(s). No changes to the Contractor's duties made under this section shall constitute changes to the contractual scope

of work or entitle the Contractor to an equitable adjustment unless initiated by the Procurement Officer in accordance with Section 2 of the Contract (See Attachment M).

2.3.4 Other State Responsibilities

The State may provide office space within each of the facilities, if available and feasible at the time of award, and contingent on the future state of the COVID-19 pandemic and ongoing state of emergency. Otherwise, the Contractor(s) shall provide a virtual environment to administer the required services. The State will provide space consistent with the Centers for Disease Control and Prevention (CDC) COVID-19 guidelines to hold groups of ten (10) individuals or less, and will provide housing for the designated Therapeutic Communities. Appendix 5 lists the locations that currently have allocated spaces for a TC. The Department will make suitable space within each facility to allow individual interviews if possible; however, due to future restrictions, which may arise due to the COVID-19 environment, the Contractor shall be prepared to expeditiously move to a virtual environment as required.

DPSCS's Information Technology and Telecommunication Division (ITCD) will facilitate and collaborate regarding any telehealth equipment, laptops, power boosters, etc. required to achieve telehealth /virtual interactions and encounters for groups and counseling required under the RFP. The Contractor shall provide DPSCS ITCD a list of the Contractor's equipment for pre-approval before bringing into or installing at any facility.

2.4 Responsibilities and Tasks

2.4.1 General

The Department has divided its facilities into four (4) regions (refer to Appendix 3). Offerors may propose on one or more regions. However, the Department reserves the right to award a Contractor only one region or more than one region.

Offerors are to propose a methodology that includes proven evidence-based programs and technology for conducting the services requested: evidence-based screening and assessments, and the various levels of SUD Treatment for both on-site and virtual counseling to be consistent CDC guidelines. Programs shall be flexible to accommodate increases and decreases in the inmate population throughout the duration of the Contract. An Offeror shall indicate which region or regions it is proposing. An Offeror shall submit only one (1) technical proposal for one or more regions. An Offeror shall submit pricing for each region that it is proposing.

Contractor shall have six (6) months to conduct the screening and assessments based on evidence-based tools. A transition period of 60 calendar days shall be given before the Phase I Go-Live date. During the initial six (6) months, based on screenings, assessments, and other information gathered, the awarded Contractors, working with the Department, will identify and establish the level of treatments needed in each region at each facility. The Contractors shall have four (4) months to establish the treatment programs either on-site or through a virtual environment. Phase II Go-Live date begins on the 10th month from the Phase I Go-Live start date; the Contractor(s) shall implement SUD treatment programs at the facilities.

Note: The assessment of liquidated damages will begin on the Phase I Go-Live date for the screening and assessment, and Phase II Go-Live date on the SUD Treatment programs. Refer to Attachment S for the listing of all liquidated damages.

The Contractor shall provide a Program Clinical Director to provide complete oversight on all programs administered in a specific region including but not limited to the following duties:

- A. All Administrative Functions – reporting, corrective action plans, maintaining appropriate staffing levels for each established program.
- B. Screening and Assessment – oversight of all screening and assessments conducted throughout the duration of the Contract.
- C. SUD Treatment Programs – oversight of each level of SUD treatment program established in each facility of each region.

Staffing - The Contractor shall determine the appropriate staffing levels that will be needed to perform the required services.

- A. For Phase I – Each Offeror shall propose the appropriate staffing level in a matrix format to be submitted with the technical proposal for evaluation.
- B. For Phase II – The Contractor shall provide a staffing matrix based on the determined number of treatment programs that will be offered at each facility for either on-site or virtual counseling. The Contractor shall provide the Phase II staffing matrix to the Contract Monitor no later than two (2) months prior to the Phase II Go-Live date.
 - a. The staffing level of Phase II – Contractor shall propose a minimum of two counselors at each facility per region to begin the treatment service levels at the start of the contract to assist the development of the program based on the known assessments and assist implementing the programs. Contractor shall adjust the staffing requirements based on the assessments conducted and the establishment of programs at the facilities as bi-annual basis.
- C. The Contractor shall be responsible for the actions and/or inactions of all of its personnel and subcontractors providing services under this Contract. The Contractor shall inform the Contract Monitor/Director of SUD in writing of all disciplinary actions or investigations, to include drug testing, within 24 hours of the action, including any counseling and legal action taken against any member of the Contractor’s personnel or subcontractors who provides any services under the Contract. The Contractor shall provide any documentation of the incident requested by the Department.

Due to the current COVID-19 pandemic, the Contractor shall demonstrate and provide a model of screening and assessments, and treatments utilizing virtual technology (e.g., telehealth, skype, google meet, team, etc.) to deliver contractual services. This shall include services groups at the identified facility. The Contractor(s) shall identify the IT and telemedical equipment needs, laptops, Polycom, etc., and the types of services to be provided utilizing this technology. In the event that direct care, face-to-face encounters can occur, the on-site interactions for group counseling must comply with current CDC guidelines at the time regarding, for example, social distancing of 6 feet or more, 10 or fewer inmates within a group, wearing masks, etc.

Bi-Lingual Requirements: Due to the diversity of the inmate population, the Contractor shall provide services in Spanish equivalent to its English services. Contractor shall provide written materials in Spanish and fluent Spanish-speaking counselors. Contractor shall provide evidence in their technical proposals of previously offering services in both languages, both orally and written.

The Contractor shall collaborate with the Department to update the Department’s most recent forms to current standards to document the screening and assessment process. These documents can be found in the attachments (Attachment Q) and the appendices.

Services for Visually and/or Hearing-Impaired Inmates:

- A. The Contractor shall provide auxiliary aids and services to communicate with inmates who have communication disabilities. For inmates who are blind, have vision loss, or are deaf-blind, this includes providing a qualified reader; information in large print, Braille, or

- electronically for use with a computer screen-reading program; or an audio recording of printed information. A qualified reader means someone who is able to read effectively, accurately, and impartially, using any necessary specialized vocabulary.
- B. For people who are deaf, have hearing loss, or are deaf-blind, this includes providing a qualified notetaker; a qualified sign language interpreter, oral interpreter, cued-speech interpreter, or tactile interpreter; real-time captioning; written materials; or a printed script of a stock speech. A qualified interpreter means someone who is able to interpret effectively, accurately, and impartially, both receptively. Contractor shall submit a request to the Department for an interpreter if needed.
 - C. Contractor shall considered utilizing the following technologies for both on-site and virtual counseling and including any reading material to incorporate the following: 1) assistive listening systems and devices; 2) open captioning, closed captioning, real-time captioning, and closed caption decoders and devices; 3) telephone handset amplifiers, hearing-aid compatible telephones, text telephones (TTYs), videophones, captioned telephones, and other voice, text, and video-based telecommunications products; 4) videotext displays; 5) screen reader software, magnification software, and optical readers; 6) video description and secondary auditory programming (SAP) devices that pick up video-described audio feeds for television programs; and 7) accessibility features in electronic documents and other electronic and information technology that is accessible (either independently or through assistive technology such as screen readers).

2.4.2 Screening and Assessments:

The Contractor shall provide screening and assessment services for DPSCS inmates at multiple facilities. This process may be conducted either on-site or virtually.

Intake Related Processes

- A) The Contractor shall screen all inmates at intake for SUD /dependence using an evidence-based screening and assessment tool. Offerors must propose evidence-based tools to support the ASAM levels of care identified in Section 2.4.3.3.
- B) DPSCS has multiple streams of intake. The current intake centers are located at the following: Jessup Correctional Institution (JCI), Maryland Correctional Institution for Woman (MCIW), Maryland Correctional Training Center (MCTC), Eastern Correctional Institute (ECI), Chesapeake Detention Facility (CDF), Youth Detention Center (YDC), and Baltimore Central Booking and Intake Center (BCBIC). The breakdown of the intake numbers found in Appendix 4. Note: The Department currently is undergoing operational change; intake centers may change throughout the duration of the contracts.
- C) See Appendix 6 for information regarding the Department's Population Data.
- D) The Contractor shall perform screening and assessments either on-site or through a variety of technology-based methods such as kiosks, mobile devices, tablets, telehealth, and/or virtual. The Contractor shall be responsible for providing the technology to be used in these assessments. The Department has limited space and encourages the Contractor to adopt technology-based screening and assessment protocols.
- E) The Contractor shall conduct the screening and assessment process within ten (10) business days upon receiving notification from the Case Management personnel that the inmate is eligible for screening and assessment. This should include administration, scoring, and dissemination of the results. This information will include, at minimum: the inmate's name, assigned Control and System Identification (SID) numbers, date of referral, and institution where the inmate is housed. The referral information will be housed in the Department's

Offender Case Management System (OCMS). In the event OCMS is unable to perform this function, the information will be forwarded in an electronic copy.

- F) The Contractor shall use a screening instrument that determines the presence of SUD/addiction. The Department anticipates this instrument will be administered in a group forum.
- G) The Contractor shall use an evidence-based screening and assessment tool that includes a combination of self-reporting and record review that determines a broader presence of SUD. The Contractor shall conduct this assessment on an individual basis, either in-person or via telehealth.
- H) The Contractor shall supervise the screenings and assessments performed by Assessment Counselors. This shall be done by a minimum quality assurance review documented in a Monthly Quality Assurance Report containing, at minimum, the:
 - (a) Number of Assessments completed by facility;
 - (b) Number of intake Assessment requests more than 10 days old;
 - (c) Number of back-end Assessment requests that are more than 45 days old (see Section 2.4.2.3 B); and
 - (d) Corrective Action Plan, if applicable.

The screening and assessment process for inmates will operate in two ways:

A. Front End (Intake) Screening & Assessment

- 1) Upon reception at one of the direct intake facilities, all inmates will be referred to the Contractor by Case Management Staff through OCMS for screening and assessment by the Contractor utilizing their evidence-based screening and assessment tools.
- 2) The Contractor shall complete both front-end screening and assessment instruments (to include administration, scoring, and dissemination of the results) within 10 Business Days of referral from Case Management Staff (i.e., OCMS notification).

B. Back-End Screening & Assessment

- 1) All inmates in the standing population at their yearly case management review will be evaluated by Case Management to ensure a screening has been completed. If they have not had one completed, they will be referred for screening that will be conducted by the Contractor.
- 2) All inmates at their yearly case management review will be evaluated to ensure they have a risk assessment completed. If an inmate has not previously received the Austin Risk Instrument, they will be immediately referred by Case Management for an assessment.
- 3) The Contractor shall complete both the back-end screening and assessment instruments (to include administration, scoring, and dissemination of the results) within 45 calendar days of OCMS referral. Failure to do so may result in liquidated damages found in Attachment S.

Reassessment:

- A. Case Management can refer any inmate for a re-screening with the approval of the Regional SUD Treatment Supervisor based upon relevant clinical information (drug-related infraction history, Pre-Sentence Investigation Information, parole violation, etc.).

Scoring Results

- A. Within 24 hours of completing an inmate's screening and assessment, the Contractor shall place summary scores of both the screening and assessment instruments, as well as any sub-scaled results, in the Department's Software Development Kit System, which will bridge into the OCMS Assessment Summary Screen.
- B. The Contractor shall scan the hard copies of screening and assessment instruments if on-site, or upload electronic copies into the individual record of the inmate in OCMS within 24 hours of completing each screening and assessment. Failure to do so may result in liquidated damages found in Attachment S.
- C. The Contractor shall enter certain specified data into OCMS as directed by the Contract Monitor. See Appendix 12 for the OCMS Assessment and Screening Re-Entry Dashboards screenshot.

Referrals

- A. The Contractor shall refer all inmates in need of mental health services due to self-injurious, psychotic, or assaultive behavior, etc. immediately to the Department's on-site Mental Health Staff and the Contract Monitor.

Segregation Inmates

- A. The Contractor shall not assess inmates on Disciplinary or Administrative Segregation. A note shall be placed in the OCMS referral cycle and the Contractor shall leave the inmate on the waiting list until such time that he/she is removed from the Segregation Unit.

Inmates on Protective Custody shall be assessed by the Contractor as described in Section 2.4.2.3

- B. However, all screenings shall be completed separately and not in a group setting.

Mandatory Remediation

- A. DPSCS requires inmates be assessed for Mandatory Remediation Programs. A refusal or failure by the inmate to complete an assessment shall result in a rule violation infraction being written by Case Management Staff. Mandatory Remediation Infractions can be found at COMAR 12.03.01.04(E).
- B. The Contractor's personnel shall submit a Matter of Record (Attachment R-1) to Case Management documenting each inmate refusal or failure to complete assessment services. The Contractor shall submit this report to Case Management and to the Contract Monitor the same day as the event.

2.4.3 SUD Treatment Programs

The Contractor shall initiate and implement various levels of treatment programs based on the data gathered from Phase I and so forth. In Phase II, the Contractor shall implement levels of treatment based on the screening and assessment of eligible inmates in the facilities of the awarded region. Levels of treatment will be consistent with the ASAM Levels of Care.

The Department currently provides ASAM Level 1 and 2.1 – ATP/ACTSAP at various facilities. The Contractor(s) shall provide the other levels noted below as required; however, the Department reserves the right to request that these levels 1 and 2.1 be provided by the Contractor if necessary.

ASAM Levels of Care

- A. The Contractor shall identify the level of care for each inmate based on the screening and assessment conducted per the ASAM Criteria. The standard ASAM levels of care are identified below:
 - 1) ASAM Level 0.5

- 2) ASAM Level 1 (ATP)
 - 3) ASAM Level 2.1 (ACTSAP)
 - 4) ASAM Level 2.5
 - 5) ASAM Level 3.1
 - 6) ASAM Level 3.3
 - 7) ASAM Level 3.5 (TC)
 - 8) ASAM Level 3.7
- B. The Contractor will provide treatment programs per the ASAM criteria for these levels of care.

Staffing Levels for Treatment Programs:

- A. The Contractor shall provide adequate staffing levels needed to meet the treatment programs for the inmate population based on the following COMAR 10.47.02 guidelines:
- 1) Outpatient Services Level I (COMAR § 10.47.02.04) – The adult patient to alcohol and drug counselor ratio may not exceed 30 adult patients to one full-time alcohol and drug counselor.
 - 2) Intensive Outpatient Services Level II.1 and Partial Hospitalization Services Level II.5 (COMAR § 10.47.02.05) – The patient to alcohol and drug counselor ratio may not exceed 15 patients to one full-time alcohol and drug counselor.
 - 3) Residential Services – Clinically Managed Low-Intensity Treatment Level III.1 (COMAR § 10.47.02.06) – The patient to alcohol and drug counselor ratio may not exceed 15 patients to one full-time alcohol and drug counselor.
 - 4) Residential Services – Clinically Managed Medium Intensity Treatment Level III.3 (COMAR § 10.47.02.07) - The patient to alcohol and drug counselor ratio may not exceed 15 patients to one full-time alcohol and drug counselor.
 - 5) Residential Services – Clinically Managed High-Intensity Treatment Level III.5 (COMAR § 10.47.02.08) – The patient to alcohol and drug counselor ratio may not exceed 50 patients to one full-time counselor.
 - 6) Opioid Maintenance Therapy (COMAR § 10.47.02.11) – The patient to alcohol and drug counselor ratio may not exceed 15 patients to one full-time counselor.
- B. The Contractor shall ensure that proposed staffing personnel meet the accreditations and licenses required to perform these services as outlined in COMAR. In the event the Board of Professional Counselors and Therapists imposes greater requirements than those currently specified in COMAR (regardless of whether by an amendment to COMAR or by providing informal guidance), the Contractor(s)'s personnel shall meet all requirements. Copies of licenses and verifications shall be provided to the Department by request.
- C. The Contractor shall provide a staffing matrix outlining the number of proposed staffing that will be utilized to perform these services. The staffing matrix will be re-submitted on a bi-annual basis since most of the treatment programs do not exceed six months.

Therapeutic Community Programs

- A. Serving a criminal justice population requires treatment programs suited in content and modality to this population. The Contractor shall operate programs that conform to the “What Works” literature (National Institute on Drug Abuse “Principles of Drug Abuse Treatment for Criminal Justice Populations: A research-based Guide” NIH Publication No. 06-5316. Revised

- January 2012; American Correctional Association “Performance-Based Standards for Therapeutic Communities” Aug 2005; “Therapeutic Community Standards in Correctional Settings”) ÷
http://www.aca.org/ACA_Prod_IMIS/ACA_Member/Standards_and_Accreditation/Manuals_Supplements.aspx
- B. The Contractor’s programs shall achieve and maintain compliance with the Correctional Program Checklist (CPC, Latessa) and the standards of the Therapeutic Communities of America (TCA) and the World Federation of Therapeutic Communities (WFTC).
<http://wftc.org/wps/78-2/>
 - C. The Contractor shall provide services for TC programs in multiple correctional institutions, which details the level of security, bed capacity and other relevant information (Refer to Appendix 5).
 - D. TC Programs at each identified institution shall be six (6) months in length. All inmates referred to the TC programs are within 36 months of anticipated release who have been screened utilizing the screening instrument identified by the Contractor and assessed as having a history of severe SUD as indicated by the assessment instrument utilized by the Contractor.
 - E. Treatment services shall be scheduled in both daytime and early evening hours (8am-8pm), Monday through Friday, to accommodate each facility’s schedule and to specifically:
 - (a) Allow Central Maryland Correctional Facility (CMCF) PHASE I participants and participants being provided after-care services to attend or participate in Employment/Vocational/Educational Services (no other participants enrolled in the TC programs within the Department may be in school or hold institutional job assignments);
 - (b) Allow participants to attend at least one primary religious activity per week; and
 - (c) Permit participants to participate in any other activities (meals, inmate count, health appointments, etc.) designated by the facility.
 - F. It is the responsibility of the Contractor to work with institutional management to coordinate programming within institutional operations and notify the DPSCS’s Contract Monitor immediately if any conflicts arise that cannot be resolved at the institutional level.
 - G. The Contractor shall accept referrals in all cases as directed by the Department, including those from the Department’s designated Centralized Program Coordinator for the TC Programs through email or the Offender Case Management System.
 - H. For each six (6) month program, the Contractor shall provide seven (7) calendar days admission cycles monthly beginning the first Wednesday of each month for each program.
 - I. The Contractor shall allow referrals and accommodate admissions into the orientation program during the first seven (7) calendar days of each new cycle. Each referral shall be provided with a full seven (7) calendar day admission process no matter which day of the seven (7) calendar days admission cycle the referral is accepted. All admission processes shall be completed within the first 14 calendar days of each new cycle. The Contractor shall:

- 1) Provide and maintain a therapeutic environment utilizing proven and accepted cognitive-behavioral and behavior modification techniques.
 - 2) Deliver services that stabilize the substance abusing and/or dependent participant and address their remediation needs while maintaining a drug-free environment. Stress the participants' compliance with institutional rules and program parameters.
- J. The Contractor shall ensure TC Counselors monitor, address, and document the on-going risks and needs of participants enrolled in the program. Documentation shall be recorded in the participant's clinical file as described in COMAR 10.47.02.08 and 10.47.03.07.
- K. The Contractor shall operate the TC programs in compliance with the principles and procedures established in the "What Works" literature (See Section 2.4.3.5 (A)), as measured by the Correctional Program Checklist (CPC) audits.
- L. The TC Program shall include:
- 1) Individual and group therapy counseling via in-person or virtual environment with observant of CDC guidelines of social distancing (if applicable).
 - 2) Daily community morning and evening meetings where goals and objectives are reviewed, conflicts are resolved, and positive reinforcements are conveyed. Meetings can be conducted in a virtual environment or on-site in limited groups in accordance with CDC guidelines for social distancing (if applicable).
 - 3) Vocational and educational activities.
 - 4) A curriculum aimed at changing cognition and behavior.
 - 5) Specialized services addressing the unique needs of a female population.
 - 6) The capacity to recognize and address issues of trauma related to the population.
 - 7) Drug Testing
 - a. The Contractor shall establish and maintain a randomized schedule for urinalysis drug testing, coordinated with and observed by the Department's personnel, which ensures a minimum test frequency of three (3) times per participant, per six (6) month cycle.
 - b. DPSCS will incur the cost of urinalysis using a separate urinalysis Contractor.
 - c. The Contractor may request additional testing from DPSCS Custody for any cases of suspected drug use.
 - d. The Contractor shall submit the Master HQ TC Drug Screening Tracking Sheet (see Attachment R-2) to the Contact Manager or Designee within three (3) Business Days of the requested drug test(s).
 - 8) The Contractor shall refer all participants in need of crisis mental health services (self-harm or harm to others) to the Department's Mental Health Staff via direct phone contact.
 - a. Non-crisis mental health services can be referred through the sick call process.
 - b. A copy of the referral shall be placed in the participant's client file.
 - c. The Department shall make available to all Clinical Supervisors read-only access to the Department's electronic medical and psychological record.
 - d. The Department will provide any necessary inmate release forms to permit such access by the Contractor.

- 9) The Contractor shall schedule inspections by a team trained in program assessment utilizing the Correctional Program Checklist developed by Latessa (<https://www.uc.edu/content/dam/uc/corrections/docs/Training%20Overviews/CPC%20ASSESSMENT%20DESCRIPTION.pdf>), to ensure the use of accepted and best practices. In the event any program deficits are noted, the Contractor shall provide a corrective action plan to the Contract Monitor within fifteen (15) Business Days of receipt of the final CPC report. This corrective action plan shall be in addition to any actions pursued under Section 3.6, Problem Escalation Procedure.
- 10) The Contractor shall ensure that each participant has all intake data collected, including screening and assessments, and all other admission data within seven (7) calendar days of admission to the program.
- 11) As part of the admission process, the Contractor shall provide each participant with an HIV, HEP-C, HCV Risk Factor Education Sheet to be provided by the Department. The Contractor shall document that the inmate received the education, refer any who wish testing to the medical vendor, and track the number of referrals per month for review.
- M. The Contractor(s) shall maintain each participant's client file per COMAR 10.47.01.08 and 10.47.03.07 with 100% accuracy.
- N. TC Program Phases: The Contractor shall operate each TC program cycle using three (3) defined phases: Phase I/Orientation, Phase II/Intensive Treatment, and Phase III/Re-Entry.
- O. Phase I/Orientation Phase: The Orientation Phase constitutes the first month of each Treatment Cycle. The Contractor shall ensure that each participant understands the program's structure and expectations, rules, and procedures.
 - (a) As part of the Orientation Phase, the Contractor shall design and conduct Motivation Groups for the participants to help each participant work through his or her ambivalence about changing.
 - (b) The Contractor shall provide SUD education.
 - (c) As described above, the Contractor shall complete admission activities during the first fourteen (14) days of the program cycle (depending on when the participant begins the cycle).
 - (d) The Contractor shall ensure that each participant signs the required Treatment Consent form (a template created by the Contractor and approved by the Department) on the date they are admitted to the program. Forms must be completed prior to participant receiving services.
 - (e) Within the first seven (7) calendar days of a participant's admission, the Contractor shall assign each participant to its treatment team who will perform additional data collection and evaluation. The Contractor's data collection and evaluation of each participant shall include:
 - a. A structured summary bio-psycho-social interview to gather pertinent demographic and clinical information related to criminal and SUD history based upon the assessments listed above as well as the screening and assessment information received from the Department.
 - b. Per COMAR 10.47.03.07, submission of the required data in the State of Maryland tracking system per the Contractor's level III.5 program certification.
 - c. By the tenth (10th) calendar day of the participant's admission, the Contractor(s) shall have developed an initial individualized treatment plan for each participant. The

participant will then review and consent by signature to the treatment plan as required by COMAR 10.47.01.04.

- P. Phase II/Intensive Treatment Phase: The Contractor shall conduct a four (4) month Intensive Treatment Phase during each treatment cycle. During this phase, the Contractor shall assign each participant to various treatment groups based upon the participants' strengths, needs, and/or programmatic progress.
- (a) The Contractor shall provide each participant with a minimum of thirty-six (36) hours per week of therapeutic activities required per COMAR 10.47.03.07(D)(3):
 - a. At least 15 of these 36 hours shall include interactive on-site face-to-face or virtual services that consist of individual (one session per week) and group therapy, and certain seminars specified by the required curriculum.
 - b. A proposed schedule documenting the 15 and 36-hour requirements shall be submitted to the Contract Monitor as well as the required original curriculums by the Phase II Go-Live date. The schedule shall be finalized after transition meetings with institutional management and the Contract Monitor.
 - (b) The Contractor shall limit group size to no more than 10 participants per group, except for specific co-facilitated large group formats approved by the Department including morning and evening meetings, seminars, community and self-help groups, job assignment, and treatment homework activities.
 - (c) The Contractor shall either modify its groups to a virtual environment, or conduct on-site with the observance of social distancing, contingent on space availability.
 - (d) Morning and evening meetings, community and self-help groups, job assignments, and treatment homework activities are not included within the minimum 15 hours but will count towards the minimum 36 hours of therapeutic activities required.
 - (e) The Contractor shall conduct modules using a cognitive-behavioral format and include role-playing and homework exercises based upon 30:30:30 models as described in the Correctional Program curricula in Section 2.3.4.5 (P) (7) below. These modules need to be administered either on-site in a social distancing or virtual environment.
 - (f) The Contractor's curriculum for treatment shall include the two primary cognitive approaches: cognitive skills training and cognitive restructuring.
 - a. Cognitive skills training addresses the premise that participants who have used/abused substances have not adequately learned the thinking skills required to function as responsible, productive members of society.
 - b. Cognitive restructuring addresses the premise that participants who have used/abused substances have learned maladaptive and destructive thinking patterns that promote criminal and drug-abusing behavior. The Contractor shall emphasize the development of pro-social attitudes and thinking patterns that promote a drug-free lifestyle.
 - (g) The Contractor shall deliver the following modules. These modules need to be administered on-site with the observance of social distancing or virtual environment. It is the Contractor's responsibility to obtain and maintain the curricula and materials specified below:
 - a. Social & Family Issues Group: This group is designed to provide the participant with an overview of many of the skills and strategies associated with successful interpersonal relationships, emphasizing communication strategies, self-esteem, and dealing with peer pressure.

- b. Criminal Thinking: This group is designed as a cognitive behavioral group that describes and provides examples of 52 common thinking errors that appear in the criminal justice population. Participants will review their own cognitive distorted thinking processes through thinking reports and small group role-play activities.
 - c. Anger Management: This group assists participants in recognizing anger and aggressive behaviors. It is primarily intended for large group didactic presentations with small group discussions.
 - d. Victim Awareness & Impact Class: The focus of this group is to help participants understand the impact of their crimes on victims and communities. The classes are designed to address a wide variety of criminal behaviors. It is primarily intended for large group didactic presentations with small group discussions.
 - e. HIV / HEP-C Education: This class consists of 2-3 groups designed to teach participants about the transmission and health implications of HIV/ HEP-C. It is primarily designed for a large group format.
 - f. Trauma Recovery: A group-based intervention designed to facilitate trauma recovery among participants with histories of exposure to sexual and physical abuse. This group may utilize cognitive restructuring, psycho-educational, and/or skills-training techniques. The multiple-session group emphasizes the development of coping skills and social support. It addresses both short-term and long-term consequences of violent victimization, including mental health symptoms, especially posttraumatic stress disorder (PTSD), depression, and SUD.
 - g. Pro-social skills development: This group helps develop skills that contribute to being a productive member of society such as a concern about the rights, feelings, and overall welfare of others.
 - h. Problem solving: This group focuses on the internal processes currently present to solve problems. It teaches new ways to approach this process and utilizes the group format to incorporate less self-dependence and the benefit of including others in the problem-solving process.
 - i. Communication skills and conflict resolution: This group teaches verbal assertiveness skills enhanced by trust, cooperation, and collaboration. Once these skills are taught, they can be utilized to assist with finding a peaceful solution to disagreements using negotiation and assertive communication. The group will utilize role-playing exercises with real-life scenarios. *Cognitive-Behavioral Interventions for SUD* by Edward J. Latessa.
<http://www.nationaltasc.org/wp-content/uploads/2013/05/Cognitive-Behavioral-Interventions-for-Substance-Abuse.pdf>.
 - j. Thinking for a Change: This group focuses on problem solving augmented by cognitive restructuring and social skills development. The format for this group is a prepackaged program developed by Bush, Glick, and Taymans (1997) for the National Institute of Corrections. Primarily intended for large group didactic presentations with small group discussions. <https://nicic.gov/thinking-for-a-change>
- (h) The Contractor shall provide specialty curricula to co-occurring participants. Co-occurring participants include participants with a SUD issue as well as a DSM (Diagnostic and Statistical Manual)-V Axis I or II diagnosis.
- (i) The Contractor shall provide appropriate curricula to participants who have not admitted SUD, but have a history of distributing drugs or possession with intent to distribute (PWID) convictions, and / or have been mandated by their parole board to attend. Curricula must be approved by the Contract Monitor before implementation.

- (j) The Department may require the Contractor to provide specialty curricula to participants with gambling addictions. The curricula must be approved by the Contract Monitor before implementation.
- Q. Phase III/Re-Entry Phase: Before progressing each participant to the final, Re-Entry Phase of the treatment cycle, the Contractor shall administer additional assessments to measure the participant's level of motivation for change and degree of benefit from services provided. Assessments are to be conducted either on-site based on space availability or virtual environment.
- 1) Note for CMCF Program ONLY: Based upon the assessment findings, DPSCS Case Management will assign participants in this phase to institutional jobs. The Contractor(s) shall schedule treatment activities during evening hours to accommodate these participants' job assignments. Participation in longer-term groups such as "Thinking for a Change" and other group programs shall continue. The Contractor shall report the reduced treatment hours in the second column for CMCF on each End of Month Report (See Attachment R-3).
 - 2) The Contractor shall design and conduct each of the following groups during the one month Re-Entry Phase, and ensure each participant's participation in each group. Group activities shall be conducted either on-site with applicable CDC guidelines for social distancing (if necessary) or through a virtual environment. The Contractor shall utilize the curricula specified below:
 - a. Transition Planning and Community Re-Entry Group: This group provides participants with the resources available to them in the areas in which they will eventually reside upon leaving prison and is an opportunity to practice the skills and to integrate the material from the modules. Participants are expected to develop a comprehensive home plan.
 - b. Employment Readiness: This group is intended to help participants develop the skills necessary to find gainful employment upon their release from prison. It is primarily intended for a small group format.
 - c. Relapse Prevention: This group emphasizes the cognitive/behavioral model for relapse prevention. It is designed for the participant to identify and manage environmental cues and cognitive warning signs that may increase the likelihood of relapse. It is primarily intended for large group didactic presentations with small group discussions.
 - 3) Discharge: Before each participant completes the program, the Contractor shall compile all available historic and progress information on the participant. This information includes:
 - a. Pre-admission Screening and assessment scores
 - b. SUD/dependency history
 - c. Significant prior treatment history
 - d. Rating of group progress in assigned modules
 - e. Clinical observation ratings
 - f. Holistic recommendations for Community Follow-Up Care
 - 4) The Contractor shall consolidate this information using a Certificate of Completion (designed by the Contractor(s) and approved by Contract Monitor), Discharge Summary, and Aftercare Service Plan (See Appendix 8 and Appendix 9).
 - 5) Once these forms (listed above) are reviewed and approved by the Contractor's Clinical Supervisor or Program Director, the Contractor shall scan and upload it to the OCMS document system for availability by Case Managers and Parole and Probation Agents of

the Department. The Contractor shall ensure that a copy is included in each participant's client file.

- 6) The Contractor shall finalize the re-entry phase with a Completion Ceremony, at the discretion of the facility, which may include family participation. A participant who is discharged as unsuccessful at one program may be re-admitted at another program once the Department's admission criteria (See Attachment P-1) has been met again. There are no limitations on the number of re-admissions a participant may have. However, only the Department may choose to deny any re-admission. The completion ceremony can either be done on-site via the discretion of the facility or through a virtual environment.
- 7) Post Testing: The Contractor shall assess treatment effectiveness by utilizing the MHSF III (Attachment Q-2), the URICA (Attachment Q-1), the Participant Pre-Test Survey (Appendix 10), and the Participant Post-Test Survey (Appendix 11). Results shall be entered into the TC Client Management spreadsheet (Attachment R-4). In addition, the Contractor shall administer the Participants Satisfaction Survey (Attachment Q-3) and maintain it on file for the Contract Monitor.

Medication-Assistant Treatment (MAT) Program:

- A. The Contractor(s) shall develop, in conjunction with the DPSCS Medical Contractor, a methadone detox and maintenance program. The Medication Assisted Treatment Program shall include the following components:
 - 1) The Contractor shall, in conjunction with the DPSCS Pharmacy and Medical Contractors, support a MAT medication continuity program. If an inmate received medication or MAT for opioid use disorder immediately preceding or during the inmate's incarceration, other Contractor regarding the community continuity of MAT through referrals and meeting attendance.
 - 2) The Contractor assessment of the mental health and SUD status of each inmate as part of an Intake assessment using evidence-based screenings and assessments to determine if the medical diagnosis of an opioid use disorder is appropriate and if MAT is appropriate.
 - 3) The Contractor shall demonstrate competency in the development of a Peer Recovery Specialist program support.
 - 4) The Contractor shall develop a Reentry program targeting MAT Community Continuity to include collaboration with the Medical Contractor and DPSCS Reentry teams regarding identification and agreements/MOU with community providers/agencies to include health insurance upon release.
- B. The Contractor awarded the Baltimore Region shall implement a MAT program at the Baltimore Pre-trial Complex within the timeframe required in Phase II. The Contractor shall implement MAT programs in the other regions at later date(s) to be determined by the Department.
- C. Staffing Configuration
 - 1) The Contractor shall submit a staffing configuration and job descriptions that support the objectives of the program associated with HB116.
- D. Screening and Assessment
 - 1) The procedures and standards used to determine SUD diagnosis and treatment of inmates are subject to the guidelines and regulations adopted by Maryland Department of Health (MDH), DPSCS, and the Behavioral Health Administration (BHA) within MDH, in consultation with Maryland Correctional Administrators Association (MCAA). The

Contractor must develop a timetable, subject to the Department's approval, per medical best practices for inmates to receive assessments, evaluation, or treatment under HB 116. Timetable must be submitted within 30 days of Phase I – Go Live date.

- 2) Each facility must conduct an assessment of the mental health and SUD status of each inmate using evidence-based screenings and assessments to determine if the medical diagnosis of an opioid use disorder is appropriate and if MAT is appropriate. Contractor(s) should refer to Section 2.4.2.
 - 3) If a required assessment indicates opioid use disorder, an evaluation of the inmate must be conducted by a specified health care practitioner, and information must be provided to the inmate, describing medications used in MAT. Contractor shall coordinate with medical health care provider.
 - 4) Each facility must make available at least one formulation of each U.S. Food and Drug Administration (FDA)-approved full opioid agonist, partial opioid agonist, and long-acting opioid antagonist used for the treatment of opioid use disorders. If an inmate received medication or MAT for opioid use disorder immediately preceding or during the inmate's incarceration, a facility must continue the treatment after incarceration or transfer unless:
 - i. An inmate may voluntarily discontinue the MAT treatment, verified through a written agreement that includes a signature of or upon approval by a health care practitioner who determines the treatment is no longer medically appropriate.
- E. Clinical Guidelines for MAT and Multivendor Model
- 1) Medications
 - i. The Contractor shall submit proposed clinical guidelines associated with a successful, comprehensive MAT program for DPSCS review and approval. Offerors shall submit proposed clinical guidelines associated with a successful, comprehensive MAT program with its technical proposal for consideration as part of the technical evaluation.
 - ii. MAT must be available to an inmate for whom such treatment is determined to be appropriate, as specified through a successful multivendor collaboration with the Contractors for medical, pharmacy, and mental health, and custody staff at the facilities.
 - iii. For the treatment of opioid use disorder.
 - 2) The Contractor will submit an outline of how the Contractors for medical, pharmacy, and mental health will support a collaborative approach to the MAT model. This is to be provided in Phase II in month 4 by the 15th of the month.
 - 3) The Contractor shall provide behavioral health counseling for inmates diagnosed with opioid use disorder consistent with therapeutic standards for such therapies in a community setting.
 - 4) The Contractor shall provide onsite or virtual access to a health care practitioner who can provide access to all FDA-approved medications, as specified.
 - 5) Peer Recovery Specialists
 - 1) Contractor shall provide a staffing plan for peer recovery specialists. The Contractor shall submit an outline of the duties and expectations of these specialists for these populations.

- 6) Reentry and MAT Continuity Multivendor Model DPSCS Social work, Contractor Reentry Collaboration
 - 1) DPSCS Social Work, in collaboration with the Department's medical and mental health Contractors, provides continuity of care to the community reentry process that includes enrollment in Medicaid. The Contractor shall submit a plan of collaboration to the Department focused on the MAT Reentry collaboration with the current Contractors who provide components of the Reentry services. The Contractor shall submit monthly and quarterly meeting participation (refer to Section 2.4.4.1) with quantifiable elements of the participation for review and approval 30 days before the implementation of the MAT program.
 - 2) The Contractor shall provide the following before the release of an inmate diagnosed with opioid use disorder:
 - a. Information regarding post-incarceration access to MAT medication continuity,
 - b. Enrollment in health insurance plans post-release (i.e. Medicaid),
 - c. Any recommended referrals by a health care practitioner to medication continuity, and
 - d. Peer recovery specialists and other supportive therapy.
 - 7) A reentry MAT plan for each inmate is reviewed by the Department and approved. If needed, it is revised by a health care practitioner or peer recovery specialist.

Alternative Therapeutic Services – Acupuncture

- A. The Contractor shall provide Acupuncture Services for all regions. Historically, the Department provided acupuncture services for approximately seventy-five (75) male inmates per month at the Metropolitan Transition Center (MTC), 954 Forrest St, Baltimore, MD 21202. In cooperation with the Department, the Contractor will screen and approve eligible inmates for participation in the Addicts Changing Together-SUD Program (ACT-SAP). The acupuncture candidates will be voluntary referrals from the ACT-SAP participants.
- B. The Contractor shall adhere to Universal Precautions specified in both correctional and medical standards, as well as State and federal law and regulations to include, but not be limited to: wearing of latex gloves, washing of hands, discarding of used needles, accounting and recording of all used needles, and proper discarding of bio-hazardous waste materials for each contact with incarcerated clients.
- C. The Contractor shall supply, without additional compensation beyond the hourly rates included in its Proposal Price, all equipment, materials, and supplies needed to perform the Contract. The Contractor(s) shall be responsible for and provide for the removal and disposal of all biohazardous or toxic waste created by the provision of services under the Contract.
- D. The Contractor shall assist the MTC SUD Supervisor with transition planning and re-entry services for all inmates as listed below, including but not limited to:
 - 1) Determining inmates' eligibility to participate in Acupuncture treatments; and
 - 2) Assisting with the re-examination of inmates to determine their needs, if any, for Acupuncture treatments upon re-entry.
- E. The Contractor shall provide standardized auricular acupuncture for SUD detoxification and treatment using new, sterile, single-use and disposable stainless steel acupuncture needles. The Contractor shall follow CDC guidelines regarding COVID-19 and other infectious diseases, and shall supply and PPE gloves and masks and gowns that must be worn by its personnel.

- F. Each Treatment Session shall be conducted in a group setting, and be at least sixty (60) minutes in duration where acupuncture needles are placed at specific points on one or both ears while each inmate is led in recovery-focused contemplation. Each group will consist of a maximum of ten (10) inmates per treatment session per CDC guidelines.
 - G. The Contractor shall, at the initial Treatment Session, hold an orientation, and provide each inmate with written material explaining the history, purpose, benefits, and physiology of acupuncture to each participant before treatment. A question/answer session shall follow, permitting a comfortable exchange between inmate and Acupuncturist. This orientation is one session within the required six (6) week session of services. The Contractor's Clinical Acupuncturist shall submit documentation of the orientation training to the Program Clinical Director.
 - H. The Contractor shall participate in Acupuncture treatment aftercare planning meetings with ACT-SAP personnel, and shall provide referral information for continuing Acupuncture treatments in the community as requested.
 - I. The Contractor shall provide to each inmate during the orientation session a handout listing community-based acupuncture providers where the inmate may seek continuing acupuncture services upon release from incarceration.
 - J. The Contractor's Clinical Acupuncturist shall maintain specific treatment intervention charts and records for each inmate.
 - K. The Contractor shall provide various administrative duties, including, but not limited, to:
 - 1) Attending meetings at MTC as directed by the Program Clinical Director as it relates to treatment sessions, policies, and procedures, or aftercare planning.
 - 2) Maintaining acupuncture treatment policies and procedures which ensure appropriate clinical care per COMAR Title 10, Subtitle 26.
 - 3) Maintaining a daily attendance log of all inmates who receive acupuncture treatment. As the property of the ACT-SAP, this Log must be retrieved from and left with the officer in charge during each service day.
 - 4) Maintaining a daily treatment protocol sheet on each inmate recording the treated body area, the number of needles used, length of treatment and brief summary of the inmate's status (sleeping, eating, elimination, etc.).
- All costs associated with the attendance of any meetings, charting, and administrative paperwork shall be included as part of the Contractor(s)'s overhead.
- L. The Contractor shall review with the Program Clinical Director all acupuncture inmate files upon request.
 - M. The Contractor shall comply with all relevant COMAR Title 10 standards and regulations related to the delivery of acupuncture.
 - N. The Contractor shall provide acupuncture treatment sessions for an anticipated three (3) hours per day, Monday – Friday, for a minimum of six weeks (5 days per week x 6 weeks equals 30 sessions) during the six (6) weeks of SUD treatment. Before the start of the program at MTC, DPSCS Central Region SUD Supervisor will determine the daily schedule for which the treatment services are to be delivered.
 - O. The Contractor shall determine the quantity of acupuncture personnel necessary to meet the requirements in this Section.

- P. All Acupuncturists performing services under the Contract must be currently licensed and in good standing with the State Board of Acupuncture per COMAR Title 10.
- Q. The Contractor shall acknowledge the possibility of schedule changes due to the needs of ACT-SAP to accommodate for facility lockdowns, etc. Payment will not be made for these days when acupuncture services are not rendered. The Central Region SUD Treatment Services Supervisor will make every attempt to notify the Contractor(s) as soon as he/she receives notice of these schedule modifications.
- R. Treatment Sessions will not be scheduled on State Holidays (see www.dbm.maryland.gov – keyword: State Holiday).
- S. The Contractor shall provide standardized auricular acupuncture for substance abuse detoxification and treatment using new, sterile, single-use and disposable stainless steel acupuncture needles. Acupuncture needles are placed at specific points on one or both ears while each Client is led in recovery-focused contemplation. The Department has also agreed to auricular seeding placement for self-manipulation by the inmate.
- T. Acupuncture Services may be expanded to other regions and offer to as an alternative service to the inmate population. Offerors are requested to provided pricing as required for this service.

2.4.4 Multi-Disciplinary Medical Care Service (MAC) System

SUD Treatment Services is one component of the multi-disciplinary medical care service system for the delivery of inmate healthcare. The Contractor will be required to collaborate with the other Healthcare Contractors, subcontractors, custody, community organizations, volunteers, and the Department. To meet the total 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. It is the responsibility of the Contractor's Program Director to establish the operational relationships with the multi-vendor personnel and institutional management and personnel and to notify the Contract Monitor immediately of any issues that adversely affect Contract performance. This can be done through participation in the quarterly multivendor meetings held, as well as the quarterly Pharmacy and therapeutic meetings and monthly MAC meetings

An integrated 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 SUD treatment services management and personnel to ensure the Department is aware of any positive progress, as well as any adverse situations that may arise throughout the term of the Contract. Accordingly, Contractor personnel should be able to speak openly with Department representatives without filter or fear of retribution.

Success in the provision of SUD treatment services in a multi-disciplinary model in partnership with the Department is dependent on communication. As described within this RFP, the Department depends on regular meetings on an array of substantive issues to address inmate needs. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department.

2.4.5 Aftercare

The Contractor shall provide Aftercare Services at multiple facilities using the counselors for the completion of each treatment program. Aftercare services are treatment programs referred the Contractor for continuous treatment of inmate.

2.4.6 COVID-19 and other Infectious Disease

The Contractor's personnel shall follow the DPSCS SOP regarding COVID-19 precautions to include appropriate PPE masks, gowns and gloves, social distancing, and CDC-MDH guidelines regarding group meetings. The Contractor shall submit an emergency operations plan in the event there are circumstances like a worsening or additional pandemic or disaster that could affect staffing or client access. The Contractor will include as part of the submission for each of the programs in the scope of the services how it will conduct business, to include virtual meetings, groups, counseling, and assessments could be accomplished in the event of a facility lockdown, disaster, outbreak, etc. All PPE and telehealth equipment to continue services shall be included in the Contractor's overhead as part of its monthly administrative fee.

The Contractor shall be responsible for any equipment cost associated with virtual encounters, and will work with DPSCS ITCD regarding equipment guidelines, etc.

2.5 Orientation and Training

2.5.1 No later than thirty (30) days after Contract Commencement, the Contractor shall develop and maintain a present/past Contractor's and subcontractor's personnel training database made accessible via secure (password protected) internet or LAN connection with searchable, read-only access.

2.5.2 The Contractor shall use NetDocuments™.

2.5.3 The NetDocuments™ fee shall be paid by the Contractor as part of their administrative costs, as determined by NetDocuments™.

2.5.4 In the event the NetDocuments™ program is down through no fault of the Contractor, the Department shall make available to the Contractor access to the Department's shared drive. Items to be loaded into the shared drive shall include, at minimum, the Contractor's personnel sign-in logs for training and refresher training sessions.

2.5.5 The Contractor shall develop and maintain a comprehensive, competency-based orientation program for new personnel. The orientation program shall include a review of the following:

Departmental Policies and Procedures (P & P) and how to access Department P & P manuals (which shall be accessible through the Department's SafetyNet);

A. HIPAA and Patient Confidentiality training;

B. Prison Rape Elimination Act (PREA);

C. CPR training;

D. basics of working in a prison setting; and

E. A review of the limits of the Contractor(s)'s scope of responsibility, which at a minimum will include the topics listed below:

1) Terms of this RFP, and interrelationships with Department non-custody and custody personnel, and the personnel of other Healthcare Contractor(s);

2) Working with the Inmate population, boundaries, and potential manipulation;

3) Working with individuals with serious mental illness;

4) Suicide prevention;

5) SUD Treatment Services Operations Manual;

6) Department Directives;

- 7) Contractor(s) Policies & Procedures;
 - 8) PREA;
 - 9) Compliance with HIPPA and the confidentiality provisions of alcohol and drug abuse patient records set forth in 42 CFR Part 2.
 - 10) HIV education
 - 11) HEP-C education and testing
 - 12) Cultural diversity/sensitivity
 - 13) Cultural change
 - 14) Naloxone training
 - 15) Peer counseling/mentoring
 - 16) HB116 training
- 2.5.6 The complete orientation plan and schedule shall be provided to the Contract Monitor to be approved prior to the Contract Commencement Date, and the Contractor(s) shall update the plan and schedule no less than annually.
- 2.5.7 The plan shall provide competency training, the documented completion of which shall be accessible in the files of all personnel.
- 2.5.8 Logs of attendance shall be maintained for these programs and be available to the Contract Monitor.
- 2.5.9 The Contractor shall provide initial training within 30 days of each new hire, and will provide a refresher course within 30 days of the anniversary date of the last training. At a minimum, all training shall cover the areas specified in Section 2.5.5.1.
- 2.5.10 The Contractor shall implement refresher training on any revisions to directives, manuals, policies, protocols, and procedures and institute a program of annual refresher training. Logs of attendance shall be available for the Contract Monitor to review within thirty (30) days of the event occurrence.
- 2.5.11 No later than thirty (30) days after having been informed by the Contract Monitor of any new Department directives, manuals, policies, protocols, and/or procedures, or within thirty (30) days of adopting modifications to its policies, procedures, etc., the Contractor shall provide training on the issue to all personnel required to apply the processes, and to all supervisors that may enforce the processes. The Contractor shall provide to the Contract Monitor a sign-off sheet of receipt and understanding of all personnel subject to the training requirements.
- 2.5.12 In order for Contractor personnel to attend the required minimum 40 hours of in-service training, instead of working their normal hours, the following process shall apply:
- A. The Contractor shall submit a written request to the Contract Monitor.
 - B. The written request shall include:
 - 1) The title or subject, date, time and approximate duration of the training;
 - 2) The position(s) covered by the authorization;
 - 3) The amount of time authorized for the training, including reasonable travel time; and
 - 4) A plan for service delivery that addresses, to the satisfaction of the Contract Monitor, how services will continue to be provided during the absence of the person attending the training.

- C. Requests must be submitted to the Contract Monitor at least thirty (30) days in advance of the proposed training date. However, special requests (e.g., late discovery of a training opportunity that would be helpful to DPSCS and the Contractor) submitted with less than thirty (30) days advance notice may be considered for approval.

2.6 Contractor's Staffing and Subcontractors

- 2.6.1 The Contractor is responsible for the actions and/or inactions of all of its personnel and subcontractor(s) providing services under this Contract.
- 2.6.2 The Contractor shall inform the Contract Monitor/Director of Substance Abuse in writing of all disciplinary actions or investigations, to include drug testing, within 24 hours of the action, including any counseling and legal action taken against any member of the Contractor's personnel or subcontractor who provides any services under this Contract. The Contractor shall provide any documentation of the incident requested by the Department. Failure to inform may result in liquidated damages.
- 2.6.3 The Contract Monitor/Director of Substance Abuse may notify the Contractor that the performance of a member of Contractor's personnel is less than what is necessary to meet the job requirements and position description for that job, regardless of staff level or length of service, and request that staff member be replaced. The Department will also deny entry of the Contractor personnel into the Department's facilities.
- 2.6.4 The Contractor's personnel shall comply with the Department's Personal Appearance and Dress Standards for Non-Uniformed Employees set forth in DPSCS policy ADM.050.0029 (See Attachment P-5). In addition to these standards, the Contractor(s) shall require that all of its on-site personnel (personnel and subcontractors) wear a business-casual uniform (to include socks or stockings) consisting of appropriately-sized, but loose-fitting, tan or navy khaki-style pants or skirts, and collared "polo-style" shirts (acceptable colors are: navy, khaki, brown, tan, grey, and white). Skirts must cover the kneecaps while sitting down at all times. The Contractor may impose additional restrictions or dress requirements for its personnel in consultation with the Contract Monitor. The Contractor shall submit a written request to the Contract Monitor for any needed exceptions or accommodations to the uniform requirement or Personal Appearance and Dress Standards on behalf of an individual personnel or subcontractors.
- 2.6.5 The Contractor shall ensure that all administrative, managerial and corporate personnel wear business attire when visiting any institutional site and comply with the Department's Personal Appearance and Dress Standards for Non-Uniformed Employees outlined in DPSCS policy ADM.050.0029 (See Attachment P-5) The Department, at its sole discretion, may remove from or refuse admittance to any facility any member of Contractor's personnel for non-compliance with the dress code. Such removal from or refusal of admittance does not excuse the Contractor's duty to timely perform the Contract. Such removal from or refusal of admittance may be in addition to, and not instead of, the liquidated damages provision outlined in Section 3.4.
- 2.6.6 The Contractor shall enter (scan) the documents about personnel training and certifications into the Office of Clinical Services' electronic document management system (NetDocuments™). Note: Contractor shall be responsible for any associated costs to access the electronic document management system and any other required systems needed to perform the services required.

2.7 Equipment and Supplies

- 2.7.1 Telehealth Equipment for Virtual Groups Counseling and MAT:

The Contractor shall provide all necessary IT virtual equipment necessary to conduct therapeutic encounters remotely when necessary as it relates to the COVID-19 pandemic and/or any other

scenario that requires virtual counseling sessions. The Contractor will outline a virtual group and individual group encounter process and program for approval by the Department at all sites referenced in the RFP. The Contractor shall describe any aspect of the MAT and Reentry processes that may default to virtual encounters, and shall provide documentation regarding any previous telehealth-related experiences the Contractor may have had in other regions or states.

Documentation of any clinical encounters or assessment is expected to be done in the DPSCS electronic healthcare record system.

- 2.7.2 All IT software, hardware, and associated peripherals including copiers and printers, need pre-approval by the Department's Information Technology and Communication Division before being connected and installed within a facility.
- 2.7.3 The Contractor shall identify and mark accordingly all equipment and inventory belonging to Contractor(s). The Contractor shall provide a complete inventory list to the Department before the start of any of the programs, and shall update as required throughout the term of the Contract. This list is to be provided thirty (30) days before the start of a program.
- 2.7.4 The Contractor shall be responsible for maintaining a perpetual consolidated Inmate SUD equipment inventory. The Contractor shall be responsible for maintaining its own inventory, and the State will not be held responsible for any missing inventory throughout the duration of the Contract.

2.8 Investigation and Follow-up of Grievances, Administrative Remedy Procedure Complaints, and any other Complaints

The Department will forward to the Contractor any Inmate correspondence and any correspondence from other persons of interest relating to Administrative Remedy Procedure (ARP) requests and grievances. The Contractor shall investigate and respond per the ARP directive and the Inmate Grievance Procedure available at <https://itcd.dpscs.state.md.us/PIA/ShowFile.aspx?fileID=654>.

- 2.8.1 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.
- 2.8.2 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 this section.
- 2.8.3 The DPSCS Chief Medical Officer or Director of SUD or designee may direct the Contractor to take specified action about a complaint.
- 2.8.4 The Department will forward to the Contractor any complaints from inmates or other persons of interest concerning services under the Contract. The Contractor shall investigate complaints made by inmates through the Administrative Remedy Procedure or otherwise, and by any other person of interest regarding any aspect of the SUD Treatment Services and respond to the Department within ten (10) days of receipt of the complaint. The Contractor shall fully comply with COMAR 12.02.28, Administrative Remedy Procedure to Resolve Inmate Complaints (Attachment P-2) and DPDS.180.0001 – DPDS.180.0004 and the associated time restrictions (Attachment P-4).
- 2.8.5 The Department will forward any Inmate correspondence or correspondence from other persons of interest received, relating to this SUD Treatment Services module to the Contractor if a response is appropriate. The Contractor shall investigate each of these referrals and respond directly to the source with a copy to the Department.

- 2.8.6 A copy of any complaints about service received directly by the Contractor shall be forwarded to the Department's Contract Monitor upon receipt to determine whether a response is required.
- 2.8.7 Any time a response is considered to be non-responsive, i.e., does not directly answer the question posed, it can and shall be returned to the Contractor for re-investigation and more appropriate response.
- 2.8.8 All correspondence relating to complaints and all grievances or ARPs shall be logged to include the date received, the inmate name and identifying number, with his or her title, the source of the complaint (for example inmate, inmate family member, lawyer), the outcome of the investigation into the complaint, the person or agency to whom the response was sent, the date of the response, the person responding (if any).
- 2.8.9 The Department, in its sole discretion, may direct that the Contractor take specified action with regard to a complaint.
- 2.8.10 Following termination or expiration of the Contract, the Contractor shall retain all records related to complaints for the greater of five (5) years, or any applicable provision of law or statute of limitations.

2.9 Gifts

The Contractor, and/or its personnel, subcontractor(s) or subcontractors' personnel shall not accept from or give to an offender or a State employee any money, services or other form of remuneration or gift as described in the Department's *Standards of Conduct and Internal Administrative Disciplinary Process* (see Attachment P-3).

2.10 Additional Charges

The Contractor is solely responsible for any additional costs which the Contractor might incur as a result of the Department enforcing its security requirements. The Department is not responsible for costs incurred by the Contractor due to operational security decisions that would not allow services to be completed.

2.11 Investigations

The Contractor shall promptly and fully cooperate with any investigations of any type being conducted by the Department. Cooperation includes, but is not limited to, making its personnel and subcontractor(s) available to provide oral or written statements, testimony, documents, or physical evidence promptly and without requiring a subpoena. This provision shall survive the expiration or termination of the Contract.

2.12 Non-Compliance of Requirements

- 2.12.1 The Contractor's noncompliance with any provision of this Section is sufficient grounds for the Department to immediately terminate the Contract for default.
- 2.12.2 The Department will provide the Contractor's onsite personnel, as necessary, with such onsite telephone services, utility service, and office space as provided to Department personnel.
- 2.12.3 The Contractor shall be responsible for the cost of any long-distance telephone calls, including those to its own offices. The Contractor shall also encourage its onsite personnel to conserve utilities and minimize non-biological waste by conserving and recycling.
- 2.12.4 The Contractor shall have its personnel and the personnel of its subcontractor(s) maintain a log of all long-distance calls made from Department phones and provide it to the Contract Monitor

monthly (See Attachment R-15). 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 Contract Monitor, 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.

- 2.12.5 The Director of SUD/designee shall be the sole point of contact for any requests made by the Program Clinical Director regarding reports, DPSCS system access requests and any other information technology (IT)-related issues.

2.13 Data and Reports

- 2.13.1 SMART System database entries – The Contractor shall obtain all required consents and authorizations from each participant using the SMART System’s e-Consent function, and enter all required information into the SMART System database. The Contractor shall keep all information current in SMART. The Contractor shall enter all data accurately and completely within seven (7) days of each participant’s admission. The Contractor shall enter the participant’s personal, addiction, and history information as required by COMAR 10.47.03.07.
- 2.13.2 The Contractor shall enter certain specified data into OCMS as directed by the Contract Monitor. See Appendix 12 - Offender Case Management System (OCMS) Assessment and Screening Re-Entry Dashboards – Sample
- 2.13.3 TC Client Management Spreadsheet shall be formatted and contain the information found in Attachment R-4.
- 2.13.4 Self Help Database shall be formatted and contain the information contained in Attachment R-5.
- 2.13.5 The Contractor shall provide the following reports to the Contract Monitor or designee:
- A. MAT and Reentry Reporting
 - B. Data collected regarding the MAT program shall be consistent with the reporting element referenced in HB116
 - C. DPSCS Monthly Treatment List Submissions shall follow the format and contain the information found in Attachment R-13 and shall be submitted by the fifth calendar day of the month for the previous month’s activities to include any highlighted changes from previously submitted lists with daily and weekly census.
 - D. HQ Drug Screening Tracking Submission Sheet shall follow the format and contain the information found in Attachment R-2 and shall be submitted simultaneously with any urinalysis request by the Counselors.
 - E. DPSCS End of Month Quality Assurance Report shall follow the format and contain the information found in Attachment R-14 and shall be submitted within five business days of the beginning of each month.
 - F. The long-distance phone call log shall follow the format and contain the information found in Attachment R-15 and shall be submitted by the fifth of each month for the previous month’s long-distance phone calls.
 - G. The Contractor may file the reports electronically in a format designed by the Contract Monitor or Designee. The format and content of the report may change at any time during the Contract to meet the discretionary needs of DPSCS.
- 2.13.6 The Contractor shall complete the reports required with the number of data elements in each report provided. Failure to complete a component of the data elements in the individual report can result

in liquidated damages for each of the elements of the report found to be missing, incomplete or inaccurate. The Department will provide the data elements for each report during the transition period before the Go-Live date.

- 2.13.7 The Department reserves the right to require additional reports as deemed necessary.

2.14 Meetings

- 2.14.1 The Department facilitates Contractor(s) and facility meetings on a monthly and quarterly basis to include:
- A. Quarterly Pharmacy and therapeutics, quarterly CQI monthly Contractor(s) meetings regarding SUD disorder
 - B. Multivendor quarterly meetings
 - C. Supplemental meetings with DPDS
- 2.14.2 The Contractor's Contract Monitor shall be required to attend mandatory work initiation conferences as specified in Section 2.4.4. The TC Program Director shall attend monthly Warden's program committee and case management meetings at each facility.
- 2.14.3 The Contractor's Contract Monitor shall attend monthly Contract compliance meetings with the Department to discuss any Contract issues or concerns. The Contract Monitor may at his/her/their discretion request that the Program Director attend the meetings. The Contractor shall be responsible for generating an agenda that shall be submitted to the Contract Monitor at least five (5) Business Days prior to each meeting. The Contractor shall make all reasonable efforts to accommodate changes to the agenda requested by Department personnel. The Contractor shall be responsible for taking all minutes/notes during this meeting or, upon specific written request by the DPSCS Contract Monitor. A written copy of the minutes/notes shall be submitted to the Contract Monitor within five (5) days of the meeting. The Contract Monitor 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 Contract Monitor, within two (2) Business Days of receipt of the comments. All final approved minutes shall be maintained in an electronic file, with searchable, secure (password protected) read-only access by designated Department personnel to all data.
- 2.14.4 At all assessment sites, the Program Clinical Director shall attend monthly Institutional Program Committee and Case Management Meetings and Department meetings as requested.

2.15 Continuous Quality Improvement (CQI)

- 2.15.1 The Contractor shall implement a CQI program and participate, as required by the Contract Monitor or Director of CQI in all quality improvement programs and any necessary accreditation activities described in this RFP, including any that arise after Contract Commencement.
- 2.15.2 The Contractor shall submit a CQI audit calendar with performance outcome measures and quality indicators to be reviewed and approved by the Department within 30 days of Contract Commencement.
- 2.15.3 The Contractor shall participate in a program for CQI that includes:
- Quarterly Statewide Committee meetings chaired by the Contract Monitor/CQI Director or designee, with all appropriate State and Contractor(s) personnel including, but not limited to, the Contract Monitor and Director of SUD Treatment Services and the Contractor's Program Director. In addition, any of the Contractor's subcontractor(s) as well as any of the multi-vendor Contractor personnel may attend.

Such meetings will include updates on all Contractual programs under this Contract and other appropriate SUD topics to monitor the substance services provided; collect, trend, and disseminate data; develop and monitor corrective action plans, and facilitate communication between disciplines that can lead to improved quality of care in the treatment programs.

As part of CQI, all incidents/accidents/errors listed below shall be reported to the Contract Monitor within 24 hours of the occurrence on the DPSCS Security Incident Report (IR) 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 punitive or threatening and shall be used for education and CQI purposes. The current version of the form is accessible on the DPSCS website.

- A. 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(s) staff;
 - 4) Inmate assaults requiring medical treatment;
 - 5) Emergency Responses necessary to maintain or resuscitate life, including 911 Events;
 - 6) Injuries occurring as a part of work accidents, such as, but not limited staff falls, carpal tunnel syndrome, etc.;
 - 7) Exposures to infectious diseases;
 - 8) Prophylaxis administration;
 - 9) Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.); and
 - 10) Treatment errors, missed treatments, or missing documentation.
- B. If directed by the Contract Monitor/Director of CQI or Director of SUD, within 10 days of the submission of the IR, the Contractor shall submit a Corrective Action Plan concerning prevention of re-occurrence.
- C. The Contractor is responsible for taking minutes of Quarterly Statewide CQI meetings and providing to the Contract Monitor within five (5) Business Days of such meetings. SUD related work plans and corrective action plans resulting from committee meetings, if any, shall be submitted within the timeframe directed by the Contract Monitor or designees.

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3 Contractor(s) Requirements: General

3.1 Contract Initiation Requirements

- 3.1.1 The Contractor shall schedule and hold a kickoff meeting within 10 Business Days of receipt of the Notice to Proceed (NTP). At the kickoff, the Contractor shall furnish an updated staffing matrix that reflects which positions have been filled/not filled as well as an updated Implementation Schedule for meeting the requirements listed Section 2.
- 3.1.2 The Contractor shall have a total of sixty (60) calendars days to begin Phase I and to fully implement their personnel, equipment, supplies, and any other associated peripherals as outline in its implementation schedule as provided before the start of Phase I from the NTP.
- 3.1.3 Within three (3) Business Days of the NTP for up to sixty (60) days following Contract Commencement, the Contractor's Program Clinical Director shall be required to attend mandatory work initiation conferences, as frequently as weekly at the DPSCS Reisterstown Office Complex (RPOC), 6776 Reisterstown Road, Suite 209, Baltimore, Maryland 21215 with the Department's Contract Monitor and Substance Abuse Treatment personnel. At the sole discretion of the Department, a meeting may be conducted via teleconference. The Contractor shall not bill or receive reimbursement for these conferences.
- 3.1.4 Three weeks prior to the Contract Go-Live Date, the Contractor(s) shall email the Contract Monitor the resumes and licenses of prospective personnel for the Contractor(s) and any subcontractor(s) that are not identified as part of the Key Personnel. The Contract Monitor or designee shall review the submitted documentation and must approve all personnel before they can be submitted for the background check process. The Contract Monitor will complete this review prior to the Go-Live Date. Failure by the Contract Monitor to complete the review – LD will not be access for those prospective personnel. For any new future prospective personnel, the Contract Monitor must approve the resumes and licenses prior to those personnel starting any work under the Contract.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on Contractor(s), for a period up to 60 days prior to Contract end date, or the termination thereof. Such transition efforts shall include, but not be limited to:
 - Providing additional services and support as requested to successfully complete the transition;
 - Maintaining the services required by the Contract at the required level of proficiency;
 - Providing current operating procedures (as appropriate), and any policies agreed between the Department and the Contractor that were implemented during the course of the Contract.
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - 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

sixty (60) days before the Contract end date, or Contract extension. The Contractor shall work toward a prompt and timely transition, proceeding per the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements before the end of Contract.

- 3.2.5 If the Contractor is not awarded a successor Contract, it shall fully cooperate with the successor Contractor to assure a seamless transfer of all information pertaining to this Contract. The Contractor shall:

Provide reasonable access by the successor Contractor to the Contractor's personnel 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 personnel.

Transfer all data/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.

As requested by the Department Contract Monitor, provide appropriate representation at work initiation meetings between the Department and the successor Contractor to help ensure a smooth transition of services.

Ensure that no records/documentation that DPSCS is required by accreditation, regulation, law, etc. to maintain in its possession is removed, altered, or destroyed. This requirement includes but is not limited to personnel records relating to credentialing, training, discipline, and time worked, patient records, and records of equipment, supplies, and inventory. Electronic correspondence (e.g., e-mails) on 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.

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(s) as of the start of the successor Contract.

- 3.2.6 The Contractor shall ensure that all required Contract closeout activities are timely and properly performed including, but not limited to:

Submitting to the Department post-Contract invoices, including any final invoice with all supporting documents;

Delivering to the Department Contract Monitor 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.

- 3.2.7 Return and Maintenance of State Data and Records

Upon termination or the expiration of the Contract Term, the Contractor shall:

- A. Return to the State all State data in either the form it was provided to the Contractor, or in a mutually agreed upon format, along with the schema necessary to read such data;
- B. Preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data, or the expiration of three years ("the retention period") from the date of termination or expiration of the Contract term;
- C. After the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape, and paper such that it is not

recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and

- D. Prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

During any period of service disruption, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.

In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

The Contractor(s) shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and Accounts Payable at e-mail address:

Accountspayable.osec@maryland.gov

All invoices for services shall be verified by the Contractor as accurate at the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

1. Contractor name and address;
2. Remittance address;
3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
4. Invoice period (i.e. time period during which services covered by invoice were performed);
5. Invoice date;
6. Invoice number;
7. State assigned Contract number;
8. State assigned (Blanket) Purchase Order number(s);
9. Goods or services provided;
10. Amount due; and
11. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and time and material items shall identify each item as either fixed-price or time and material billing.

A. Time Sheet Reporting

- 1) Within three (3) Business Days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.
- 2) At a minimum, each semi-monthly timesheet shall show:
 - a) Title: "Time Sheet for <<xxxxx>>";
 - b) Issuing company name, address, and telephone number;
 - c) For each employee /resource:
 - i) Employee / resource name, and

- ii) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th, and 16th through last day of the month.):
 - (1) Tasks completed that week and the associated deliverable names and ID#s;
 - (2) Number of hours worked each day;
 - (3) Total number of hours worked that Period;
 - (4) Period variance above or below 40 hours;
 - (5) Annual number of hours planned under the Task Order;
 - (6) Annual number of hours worked to date; and
 - (7) Balance of hours remaining;
 - d) Annual variance to date (Sum of periodic variances); and
 - e) Signature and date lines for the Contract Monitor.
- 3) Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor shall sign the timesheet to indicate authorization to invoice.

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 otherwise breaches the terms and conditions of the Contract, until the Contractor(s) brings itself into full compliance with the Contract.

Any action on the part of the Department, or dispute of action by the Contractor(s), shall be resolved in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

The State is generally exempt from federal excise taxes, Maryland sales, and use taxes, District of Columbia sales taxes, and transportation taxes. However, the Contractor is not exempt from such sales and use taxes, and may be liable for the same.

Invoices for final payment shall be marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

For items of work for which there is annual pricing, see **Attachment B** – Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

For items of indefinite quantities, see **Attachment B** – Financial Proposal Form, these items shall be billed by unit price times the actual quantity number of being serviced. Invoices must be accompanied by a monthly report for each inmate assessed and each inmate treated at a specific treatment level.

3.3.3 For the purposes of the Contract, an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;

- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted according to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.4 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

3.4.2 Liquidated Damages other than MBE

It is critical to the success of the Department's programs that the SUD assessment and treatment services required under this Contract be maintained per the agreed-upon schedules and delivered reliably. 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 outlined in this RFP. It would be impractical and extremely difficult to assess the actual damage sustained by the Department in the event of delays or failures in service, reporting inaccuracies, and staffing deficiencies of Contractor personnel for the scheduled work and provision of services required by this Contract. The Contractor agrees that the Liquidated Damages set forth in this RFP represent a fair, reasonable, and appropriate estimation of damages. The Department and the Contractor, therefore, presume that in the event of any such failure to perform to certain standards, the number of damages which will be sustained will be the amounts outlined in Attachment S, Liquidated Damages, and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. For amounts due to the Department as liquidated damages, the Department, at its option, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

For 60 calendar days from the NTP, the Department will not assess any of the Liquidated Damages as described in Attachment S.

Process.

- A. When the Department has identified a deficiency for which it should assess liquidated damages, it shall notify the Contractor in writing of the deficiency (the "Initial Notice").
- B. The Contractor shall provide to the Department Contract Monitor within ten (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.
- C. The Department may determine whether to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within ten (10) Business Days.
- D. The Department shall notify the Contractor of each payment adjustment due to the imposition of liquidated damages, and shall provide the Contractor with such evidence as the Department determines is adequate to justify each adjustment.
- E. 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 12 (Disputes) of the Contract.

Monthly, the Department will audit various information on the Contractor's level of compliance with Contract requirements. Until the Department has completed an audit of the Contractor's performance for a given month, no liquidated damages will be assessed for that month. Such an audit will involve a review of Contractor statistics of service activities for which minimum performance standards have been established.

- A. For example, information about the Contractor's performance for the month of July of a given Contract Year likely will be available for review and audit in the later part of the following month of August. The Department's audit of July's performance data likely will then commence in August or September and may take several weeks to complete, including possible time for the Contractor to respond to the Department's requests for additional information before a definitive determination can be made concerning the Contractor's level of performance in all measurement areas for July. Accordingly, it may be September or later before the Department Contract Monitor has sufficient information to ascertain whether any liquidated damages should be assessed for July.

3.5 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.5.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a "loss payee."
- D. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million

dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

- E. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) 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.

3.5.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

3.5.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any nonrenewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days before the expiration of the insurance policy then in effect.

3.5.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.5.5 The recommended awardee must provide a current certificate(s) of insurance with the prescribed coverages, limits, and requirements outlined in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year Contracts, the Contractor shall provide certificates of insurance annually or as otherwise directed by the Contract Monitor.

3.5.6 Subcontractor Insurance

The Contractor shall require any subcontractor(s) to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.6 Security Requirements

The following requirements are applicable to the Contract:

3.6.1 Personnel Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of Employment Eligibility Verification for its personnel, before the commencement of work under the Contract.

3.6.2 Security Clearance / Criminal Background Check

- A. The Department will complete a criminal background check for each Contractor Personnel providing on-site services before each Contractor Personnel provides any on-site services under the Contract.
- B. The CCHU Background Screening Memo (Attachment Q-4) and Vendor Applicant Forms Packet (Attachment Q-5) shall be completed for each applicant prior to background screening.
- C. The Contractor shall obtain from each individual required to obtain a criminal background check a statement permitting a criminal background check. The Department will obtain a criminal background check for each individual using a source of its choosing.
- D. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) Any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) A crime of violence as defined in CL § 14-101(a).
- F. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.6.3 On-Site Security Requirement(s)

- A. The Contractor shall require all personnel to participate in mandatory Department preservice security orientation and training.
 - 1) All personnel and subcontractors of the Contractor shall complete security orientation and training for a minimum of forty (40) hours prior to providing on-site services.
 - 2) On average, there are eight (8) to ten (10) slots available for training per six (6) weeks. If the Contractor has personnel recruited and ready for training, but DPSCS has no training slots available, liquidated damages as described in Attachment S, will not be assessed as permitted by Section 3.4.2 because the failure to staff a position is not caused by the Contractor.

Note: If training is scheduled, and the personnel member fails to attend the scheduled training, then liquidated damages will apply until the personnel member attends the scheduled training as required.

- 3) Any individual hired by the Contractor(s)/subcontractor(s) may not enter a Department facility and perform any Contract-related duty until the individual has attended the required security orientation and training.

Refresher training will be required each year within thirty (30) days before or after the anniversary date of the initial training.

- B. Before being permitted to work at any Department facility, any Contractor's/subcontractor's personnel who has not previously received any formal orientation or instruction must have a basic orientation, which consists of security requirements (e.g., emergency plans, inmate movement, basic rules of the institution, and the Departmental policies and requirements), and must be approved by the Contract Monitor. Any facility-specific regulations may also be provided by the institution's administration as applicable. This requirement specifically applies to any personnel employed by the Contractor or a subcontractor, or an individual that acts as a subcontractor, consultant, or specialist who have not previously worked at a facility, that the Contractor seeks to use to maintain required staffing levels due to personnel absences or vacancies.
- C. The basic orientation training must be taken by all personnel within the first hour of commencement of work activity. Documentation that personnel have received such training shall be recorded within twenty-four (24) hours of attendance in the database described in Section 2.5.1.
- D. Any personnel member who has not entered a Department facility for more than forty (40) days must repeat the required basic orientation training.
- E. No less than 20 days before the start of Phase II and Go-Live of Treatment programs, the Contractor must provide a finalized version of this personnel basic orientation training to the Contract Monitor for review and approval, and make any revisions required by the Contract Monitor.
- F. The Contractor shall ensure all Contractor personnel sign-in and sign-out on logs provided by the Department whenever entering or leaving a work site. The sign-in/sign-out procedure is for site security purposes.
- G. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State personnel or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State personnel or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

3.6.4 Security Incident Response

- A. The Contractor shall notify the Department in accordance with 3.5.4A-D when any Contractor's system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
 - 2) Notify the Department within two (2) hours if there is a threat to Contractor's system as it pertains to the use, disclosure, and security of State data; and
 - 3) Provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. Contractor's notice shall identify:
 - 1) The nature of the unauthorized use or disclosure;
 - 2) The State 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; and
 - 5) What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals per applicable law and to indemnify and hold harmless the State (or Department) and its officials and personnel from and against any claims, damages, and actions related to the event requiring notification.

3.7 Problem Escalation Procedure

- 3.7.1 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.
- 3.7.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

- 3.7.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. 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 that 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:
- A. The process for establishing the existence of a problem;
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. 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;
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.8 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.9 Experience and Personnel

3.9.1 Preferred Offeror Experience

The following minimum experience is preferred, and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability, and references evaluation factor from **Section 6.2**):

- A. The Offeror shall demonstrate having developed, or having experience utilizing assessment tools that identify populations with SUD, and experience with recommending treatment plans. The Offeror may also recommend alternative tools to perform evidence-based assessments for consideration by the Department as part of the response to the RFP. The Offeror should provide its rationale and comparisons of these alternative tools to the current instrument referenced in the RFP outlined in Section 2.3.1.1.
- B. The Offeror shall have at least three (3) years of experience within the past immediate five (5) years managing a certified Therapeutic Community Program and providing all American Society of Addiction Medicine (ASAM) Levels of Care programs.
- C. The Offeror shall have at least three (3) years' experience in administrating and running a Medication-Assisted Treatment (MAT) program that expands medication options to include at least one formulation of each U.S. Food and Drug Administration (FDA)-approved full opioid agonist, partial opioid agonist, and long-acting opioid antagonist used for the treatment of opioid use disorders.

- D. As proof of meeting B. and C. above, the Offeror shall provide a minimum of three (3) references attesting to its experience. References attesting to these requirements shall not be from the same customer or contact.
- E. The Department prefers the following:
 - (a) Three (3) references able to attest to the Offeror's experience managing a certified or accredited community-based or correctional-based substance abuse treatment program.
 - (b) Three (3) references able to attest to the Offeror's experience managing TCU Screening and LSI-R Assessments in a community and/or correctional based setting which included a Program Clinical Director, Certified Professional Counselor – Alcohol and Drug, Licensed Clinical Professional Counselor and Assessment Counselors.
 - (c) Three (3) years of documented TC training records within the past five (5) years, which shall include:
 - a. A copy of the Offeror's TC's most recent trainer and trainee curriculum.
 - b. A copy of the Offeror's most recent certified TC trainer(s) resumes.
 - c. A copy of the Offeror's most recent TC members/participants manual.
 - d. A copy of the Offeror's most recent TC daily programming/clinical schedule.
- F. The Offeror shall be certified and accredited by the Maryland Department of Health (MDH) Office of Health Care Quality, and shall provide documentation evidencing the substance abuse program(s) the Offeror has managed. If the Offeror is certified and accredited by another state, Offerors may submit proof of application within twenty (20) calendar days after the proposal due date to become approved by MDH, and submit proof to still be considered susceptible for an award. Offeror(s) need to be approved in order to receive a recommendation for award if selected.
- G. The Offeror shall demonstrate its capabilities on providing a virtual environment for screening, assessing, and counseling to administer these services requested. Furthermore, Offeror should outlined all proposed technology to be used administer these services.

3.9.2 Personnel Education, Licensure and Certification Requirements

The Offeror shall provide personnel that has the appropriate certifications and licenses as required by COMAR. The minimum requirements are listed below:

- A. Screening and Assessments Personnel
 - (a) The Contractor's Assessment Counselors shall possess at a minimum an Associate's Degree in Human Services or Substance Abuse.
- B. SUD Treatment Personnel
 - (a) The Contractor shall ensure that any Counselors as defined in COMAR 10.47.01.02, shall meet the qualifications for the respective positions and possess, at a minimum, the necessary certification or licensure as outlined in COMAR 10.47.01.06. The Contractor(s) shall ensure Counselors possess, at a minimum, the following education, qualifications, and certifications:
 - i. Alcohol and Drug Trainee (ADT): ADT status is not a certificate or a license. ADT status is of limited duration and is meant to serve as an entry-level position for those pursuing careers in alcohol and drug counseling. Applicants must have a Board approved alcohol and drug supervisor before they can begin training. See COMAR 10.58.07.08.

Generally, to be eligible for ADT status, one must have an associate's degree from a Board approved regionally accredited educational institution in a health and human services counseling field or a field deemed substantially equivalent by the Board;

including coursework in specific areas/topics. See COMAR 10.58.07.08 for specific requirements.

- ii. Certified Supervisor Counselor – Alcohol and Drug (CSC-AD): To be eligible, one must have a bachelor’s degree from a Board approved regionally accredited educational institution in a health and human services counseling field or other field deemed substantially equivalent by the Board. In addition, one must have completed specific coursework, an internship, supervised clinical experience under the supervision of a Board-approved alcohol and drug supervisor, and passed the NCAC II and the Maryland law exam. See COMAR 10.58.07.06
 - iii. CSC-AD: To be eligible for certification as a CSC-AD, one must have an associate’s degree from a regionally accredited educational institution approved by the Board, in a health and human services counseling field or a field deemed substantially equivalent by the Board. In addition, one must have completed specific coursework, including an internship, and passed the NCAC I and the Maryland law exam. See COMAR 10.58.07.07 for complete requirements.
 - iv. Certified Associate Counselor – Alcohol and Drug (CAC-AD): To be eligible, one must have a bachelor’s degree from a Board approved regionally accredited educational institution in a health and human services counseling field or other field deemed substantially equivalent by the Board. In addition, one must have completed specific coursework, an internship, supervised clinical experience under the supervision of a Board-approved alcohol and drug supervisor, and passed the NCAC II and the Maryland law exam. See COMAR 10.58.07.06
Acupuncture Services Personnel
- (b) The Contractor shall ensure that all acupuncturists performing services under this Contract shall be currently licensed and in good standing with the Maryland Department of Health and Mental Hygiene Board of Acupuncture according to COMAR Title 10.

3.9.3 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated below. The proposed Key Personnel will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**)

A. Program Clinical Director

- 1) The Contractor shall ensure that any Program Clinical Director as defined in COMAR 10.47.01.02 shall meet the qualifications for the respective positions and possess, at a minimum, the necessary certification or licensure as outlined in COMAR 10.47.01.06 consisting of, but not limited to, one of the following:
 - a) Certified Professional Counselor – Alcohol and Drug (CPC-AD): Master’s degree Health and Human Services counseling field from an accredited college and 3 semester credits (or 5 quarter credits); or
 - b) Licensed Clinical Alcohol and Drug Counselor (LCADC): To be eligible, one shall hold a doctoral or master’s degree in a health and human services counseling field from a regionally accredited educational institution approved by the Board or in a program of studies determined by the Board to be substantially equivalent in subject matter. See COMAR 10.58.07.03 for details; or

- c) Licensed Clinical Professional Counselor and an Approved Supervisor Letter in A/D Counseling.

3.9.4 Contractor Personnel to Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

3.9.5 Work Hours

Unless otherwise specified, the following work hour requirements are applicable:

- A. **Business Hours Support:** Contractor shall assign Personnel to support Normal State Business Hours (see definition in **Appendix 1**).
 - 1) Contractor's Screening and Assessment personnel shall not be on-site prior to 7:45 AM or past 5:15 PM.
 - 2) Contractor shall assign SUD Treatment Personnel to support both daytime and early evening hours (8:00 AM to 8:00 PM) from Monday through Friday.
 - (a) Contractor's Treatment Services personnel shall not be on-site prior to 7:45 AM or past 8:15 PM.
- B. Contractor's personnel shall not be on-site on State holidays, Service Reduction Days, or any other days that State offices are closed (e.g., snow days and emergency closures).
- C. "Full-time" means eight (8) working hours per day, forty (40) hours per week, as specified in reference to the definition of business days as per Appendix 1.
- D. Travel time, meal breaks, smoking breaks, security entry, etc., are not included within the working hours.
- E. **State-Mandated Closings:** Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.
- F. **Vacation Hours:** Contractor shall ensure substitute personnel is provided to regular personnel taking vacation.

3.10 Substitution of Personnel

3.10.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. 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 the Contract without the prior written approval of the Contract Monitor.

3.10.2 Definitions

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

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole

discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.10.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.10.4**.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor 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 Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.10.4 Replacement Circumstances

- A. **Directed Personnel Replacement**
 - 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.10.4.A.2**.
 - (a) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
 - (b) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may 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 Contractor personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

- 2) Replacement or substitution of Contractor 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.
- 3) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 4) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.9.4.A.1** 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. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.10.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.109.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
 - (a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.10.4.B.1**.
 - (b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.10.3** 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.

C. Key Personnel Replacement Due to an Indeterminate Absence

- 1) If any Key Personnel has been absent from his/her job for a period of ten (10) days 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 and items to the Contract Monitor as required under **Section 3.8.3**.
- 2) 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 Monitor, the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.10.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-

time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary personnel, subcontractor(s) or 1099 Contractor: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating a substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.11 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
 - 1) 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(s), the amount of each invoice and the reason payment has not been made; and
 - 2) (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 subcontractor(s) a requirement that those subcontractor(s) submit an MBE subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor(s) 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 subcontractor(s) employed on the Contract, type of work performed by each, and 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 release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractor(s).

3.12 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Department VSBE representative:
 - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) 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; and

- 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and Department VSBE representative a report that identifies the prime Contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
 - C. 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 subcontractor(s) 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.
 - 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 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.
 - E. At the option of the Department, upon completion of the Contract and before final payment and 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.

3.13 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event unspent funds are remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., an eight-month extension on a two-year Contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

3.13.1 Modification Beyond the Original Contract Term or Option Year

In accordance with BPW Advisory 1995-1 item 7.a (2), the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for the following reasons: (1) to provide the Department time to complete a new procurement, (2) to resolve a protest, or (3) to facilitate a successful transition between Contractor(s).

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A Pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an Offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the Contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime Contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMMA).
- 4.1.6 Those wishing to attend the web conference may request a meeting invitation by emailing the procurement officer listed in the Key Information Sheet no later than 2:00 PM on July 21, 2021. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM July 21, 2021.
- 4.1.7 The site visits will be have been pre-scheduled for the following dates July 29 and 30, 2021 beginning at 9:00 Local Time. Site Visit schedule will be provided to those who have completed the required background form to enter the facilities. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. All prospective Offerors must complete the background form (Appendix 15) and submit by July 21, 2021 by 2:00 pm.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a Contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (BPM020644 - Substance Use Disorder Treatment Services), and shall be submitted in writing via e-mail to the Procurement Officer 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.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.

- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

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

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient 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 the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by email or facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors 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).
- 4.5.8 Offerors must upload their Proposals to eMMA no later than the closing date and time. See Section 5.2.

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted, with the exception of providing pricing for the different regions. Financial Proposals shall be submitted for each Region under the correlated tab in the excel sheet.

4.7 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.

4.8 Public Information Act Notice

- 4.8.1 The 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 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This 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.

- 4.8.2 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.

4.9 Award Basis

One or more Contracts shall be awarded to the responsible Offeror(s) submitting the Proposals that have 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 6** for further award information. The Department anticipates awarding up to four (4) Contracts; however, the Department reserves the right to make an award for multiple regions to an Offeror(s) if the State finds it advantageous to do so.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. 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. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2 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.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 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.
- 4.12.5 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, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 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, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 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, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offerors shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractor(s) utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 "Minority Participation Goal" and Section 4.27 "VSBE Goal").
- 4.16.3 If the Offeror 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, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. It is strongly recommended that any exceptions to the RFP or the Contract be submitted during the question and answer process prior to the proposal due date. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offerors will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. 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 a "foreign" business.

4.20 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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

4.21.1 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. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

4.21.2 It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

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

4.22.1 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.

- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2 A person may not aid or conspire with another person to commit an act under Section 4.22.1.
- 4.22.3 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 (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1 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 successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 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.

4.24 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 Small, Minority & Women Business Affairs (GOSBA) 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(s) shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a Contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement Contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer,

specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
 - B. The Offeror or potential Offeror may use eMMA or e-mail to:
 - 1) Ask questions regarding the solicitation;
 - 2) 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 through eMMA, but only on the terms specifically approved and directed by the Procurement Officer; and
 - 3) Submit a "No Proposal Response" to the RFP.
- 4.25.5 The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.6 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:
- A. Submission of initial Proposals, except through eMMA;
 - B. Filing of protests;
 - C. Filing of Contract claims;
 - D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.7 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

- 4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, 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.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 implies that it is requesting a full or partial waiver for the remainder of the MBE goal or subgoals as applicable and, if recommended for award, shall submit documentation supporting its good faith efforts to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit at the time it submits its Technical Response(s) to the RFP may result in the State's rejection of the Offeror's Proposal.

4.26.2 Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 2. Attachment D-1B Waiver Guidance
 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 4. Attachment D-2 Outreach Efforts Compliance Statement
 5. Attachment D-3A MBE Subcontractor Project Participation Certification
 6. Attachment D-3B MBE Prime Project Participation Certification
 7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
 8. Attachment D-4B MBE Prime Contractor(s) Report
 9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
1. The 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
 2. The 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 Proposal submission. The Offeror shall specify the percentage of total Contract value associated with each MBE subcontractor(s) 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.

3. The 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.

An Offeror must properly complete and submit a separate Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, for EACH Region for which it is submitting a proposal. If an Offeror is submitting a proposal for two regions, for example, the Offeror must submit two separate Attachment D-1As, one for each region.

If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

- 4.26.3 Offerors are responsible for verifying that each MBE (including any MBE prime and 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.
- 4.26.4 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 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**); and
 - C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor(s) participation goal or any applicable subgoals.
 - D. Further, 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.

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.

- 4.26.5 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.maryland.gov/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.**
- 4.26.6 The Offeror that requested or implied a request for 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.

- 4.26.7 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment M, Section 2.1).
- 4.26.8 The Offeror is advised that liquidated damages will apply in the event the Contractor(s) fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – Attachment M, Liquidated Damages for MBE, section 39).
- 4.26.9 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a Contract as a prime Contractor(s) (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 subgoals, if any, established for the Contract.
- A. 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 subgoals, the MBE prime must also identify other certified MBE subcontractor(s) [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 subgoal classifications but can self-perform up to 100% of the stated subgoal.
- B. 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. Refer to MBE forms (**Attachment D**) for additional information.

4.27 VSBE Goal

4.27.1 Purpose

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and Attachment E, 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 E.
- B. A certified Veteran-Owned Small Business Enterprises (VSBE) must be verified by the State Department of Veterans Affairs or US Department of Veteran’s Affairs [Vets Verification Program](#) and registered as a VSBE on the State’s eProcurement platform, eMaryland Marketplace Advantage (eMMA). The listing of VSBEs is available through the “Vendor Search” on [eMMA](#).

4.27.2 VSBE Goal

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

4.27.3 Solicitation and Contract Formation

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
 - 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
 - 2) Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
 - 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts;
 - 4) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
 - 5) Attempt to attend Pre-Proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor(s) Participation Schedule (**Attachment E-1**) whereby the Offeror:
 1. 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 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; and
 2. Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of Contract value associated with each VSBE prime/subcontractor(s) identified on the VSBE Participation Schedule.

An Offeror must properly complete and submit a separate Attachment E-1, VSBE Utilization Affidavit, and Prime/Subcontractor(s) Participation Schedule, for EACH Region for which it is submitting a proposal. If an Offeror is submitting a proposal for multiple Regions, the Offeror must submit a separate Attachment E-1 for EACH Region.

- C. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor(s), a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the VSBE Prime Contractor(s) performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- D. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor(s) Participation Schedule (**Attachment E-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 subcontractor(s) used to meet the remainder of the goal.
- E. 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 E-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 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 reasonably susceptible of being selected for award.

4.28 Living Wage Requirements

- A. Maryland law requires that Contractor meeting certain conditions pay a living wage to covered employees on State service Contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor 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.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by 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. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. 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 a Tier 2 Area of the State. 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.
 - 1) 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. 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, the Contract will be determined to the following: Regions 1 and 2 are Tier 2 Contracts; and Regions 3 and 4 are Tier 1 Contracts.
 - 2) The Contract 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 Offeror must identify in its 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.

- 3) 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.
 - 4) 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.
- E. 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. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with its Proposal.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.31.2 Non-Disclosure Agreement (Contractor(s))

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

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **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 Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

4.33 Nonvisual Access

- 4.33.1 The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02; (2) provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use; (3) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (4) 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 (5) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or 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 15 percent.
- 4.33.2 If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the bidder or offeror in writing that the bidder or offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the bidder or offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the bidder or offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.
- 4.33.3 The bidder or offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.
- 4.33.4 For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and 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.

4.34 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of **Attachment K** with its Proposal.

4.35 Location of the Performance of Services Disclosure

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

4.36 Department of Human Services (DHS) Hiring Agreement

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 DHS Hiring Agreement. A copy of this Agreement is included as **Attachment O**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

4.37 Small Business Reserve (SBR) Procurement

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

4.38 Bonds

4.38.1 Performance Bond

- A. The successful Offeror must submit a Performance Bond, or other suitable security, to the State after notification of recommended award.
- B. The successful Offeror must submit a Performance Bond, or other suitable security in the amount of the annual Contract price per year (renewable each year) for each region, guaranteeing that the Contractor shall well and truly perform the Contract. If the Offeror is awarded multiple regions, a separate Performance Bond is required for each awarded region.
- C. The Performance Bond shall be in the form provided in **Appendix 14** and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in **4.38.2**.
- D. The Performance Bond shall be maintained throughout the term of the Contract, and renewal option period(s), if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State.
- E. The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.
- F. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.
- G. After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the Department's sole discretion. If any reduction is granted, the Department shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the Department's sole discretion.

4.38.2 Acceptable Security

Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

- A. Acceptable security for Proposal, performance, and payment bonds is limited to:
- 1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
 - 2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
 - 3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
 - 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

4.38.3 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFDA). MSBDFDA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFDA may also guarantee up to 90% of a surety's losses as a result of a Contractor(s)'s breach of Contract; MSBDFDA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFDA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

4.39 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential Contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and email shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors shall submit Proposals through the State’s internet based electronic procurement system, eMMA.

5.2.4 The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.

5.2.6 Two Part (Double Envelope) Submission:

A. Technical Proposal consisting of:

- 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or later,
- 2) Technical Proposal in searchable Adobe PDF format,
- 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and

B. Financial Proposal consisting of:

- 1) Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Excel and Adobe format,
- 2) Financial Proposal in searchable Adobe PDF format,
- 3) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .”; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.3.2 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:

A. 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.

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

Any information which is claimed to be 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. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C)

- 1) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”
- 2) In addition, 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. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 Offeror Responsibilities**).
- 3) The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. 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 RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

- F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
- 1) The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross-reference to the requirement and describe how its proposed goods and services, including the goods and 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 an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross-reference to the requirement.
 - 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for an award or the Offeror deemed not responsible.
 - 3) The Offeror shall give a definitive 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, techniques, and number of personnel, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor(s) Requirements: 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.
 - 4) The Offeror shall propose a staffing matrix that is expected to be available as of the start date specified in the Notice to Proceed (NTP Date). This staffing matrix will be appended to include personnel to be added in Phase II. Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan.
 - 5) Implementation Schedule - Offeror shall provide with its Proposal a proposed implementation schedule, for Phase I that outlines its approach to fully implement all services in its perspective region. The Offeror's implementation schedule shall include the length of time required to meet the staffing requirements, fulfill the staffing matrix, and comply with orientation and training requirements. The implementation schedule shall start ten (10) days from the date of the award of the Contract and issuance of the NTP by the Department.
 - 6) The Offeror shall identify the location(s) from which it proposes to provide 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.
 - 7) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains 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 **Section 3.8**.

8) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one Contractor(s) to another so as to minimize disruption due to a change in Contractor(s) and 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 and agents filling the positions outlined in the staffing requirements of Section 2 working on the State Contract shall be free to work for the Contractor(s) 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 concerning 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(s) that is awarded the State business.

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

- 1) As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly one (1) key resource for each of the Regions for which the Offeror is submitting a proposal, and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.
- 2) The Offeror shall identify the qualifications and types of personnel proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:
 - a. Describe in detail how the proposed personnel's experience and qualifications relate to their specific responsibilities, including any personnel of proposed subcontractor(s), as detailed in the Work Plan.
 - b. Include individual resumes for 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 solicitation.
 - c. Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.9.5).
 - d. 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 crosswalk reference document.
 - e. If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

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

I. 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 goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. List of Current or Prior State Contracts (Submit under TAB I)

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

- 1) The State Contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the Contract;
- 4) The term of the Contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be 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.

K. Financial Capability (Submit under TAB J)

The 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:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. 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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. 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 VSBE subcontracting goal(s), 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. 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.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

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

- O. Economic Benefit Factors (Submit under TAB N)
- 1) 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 the 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 B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
 - 2) 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.
 - 3) 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.
 - 4) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
 - 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the 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 the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
 - 6) 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 the Contract.
 - 7) 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:
 - a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractor(s), suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors, or information from your Financial Proposal;**
 - b) 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; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
 - c) 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;

- d) Subcontract dollars committed to Maryland small businesses and MBEs; and
- e) 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.

P. Technical Proposal - Required Forms and Certifications (Submit under TAB O)

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any Acceptable Use Policy. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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6 Evaluation and Selection Process

6.1 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.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 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 sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. 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.

6.2.2 Experience and Qualifications of Proposed Personnel (See RFP § 5.3.2.G)

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractor(s) (See RFP § 5.3.2.H)

6.2.4 Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price for each region within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other states do grant their resident businesses preferences over Maryland Contractor(s). COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP 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.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the 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.

6.5.2 Selection Process Sequence

- A. 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 a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor(s) Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. 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.
- C. 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.
- D. 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.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).**

6.5.3 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.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Proposal	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: This RFP contains different Regions. A separate Attachment D-1A is to be submitted for each Region where there is a MBE goal.
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)

Applies?	When to Submit	Label	Attachment Name
Y	With Proposal	E	<p>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>IMPORTANT: This RFP contains different Regions. A separate Attachment E-1A is to be submitted for each Region where there is a VSBE goal.</p>
Y	5 Business Days after recommended award	E	<p>VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p>
Y	With Proposal	F	<p>Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)</p>
N	With Proposal	G	<p>Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)</p>
Y	With Proposal	H	<p>Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)</p>
Y	5 Business Days after recommended award – However, suggested with Proposal	I	<p>Non-Disclosure Agreement (Contractor(s)) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor(s).pdf)</p>
Y	5 Business Days after recommended award – However, suggested with Proposal	J	<p>HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)</p>
Y	With Proposal	K	<p>Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)</p>

Applies?	When to Submit	Label	Attachment Name
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Y	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Y	N/A	P	Reference Documents
Y	N/A	Q	Forms
Y	N/A	R	Reports
Y	N/A	S	Liquidated Damages
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	N/A	3	Facilities Per Region
Y	N/A	4	Intake Summaries
Y	N/A	5	Therapeutic Community Institutions/MAT Institutions
Y	N/A	6	DPSCS Population Data
Y	N/A	7	House Bill 116
Y	N/A	8	Discharge Summary and Plan Form
Y	N/A	9	Aftercare Service Plan Form

Applies?	When to Submit	Label	Attachment Name
Y	N/A	10	Participant Pre-Test Survey Form
Y	N/A	11	Participant Post-Test Survey Form
Y	N/A	12	OCMS Assessment and Screening Re-Entry Dashboard
Y	5 Business Days after recommended award	13	Performance Bond (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx)
Y	N/A	14	Baltimore City Arrestees Drug Screening
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number BPM020644

Substance Disorder Treatment Services

A Pre-Proposal conference will be held on July 22, 2021 at 1:00 PM via teleconference.

Please return this form by July 21, 2021 at 2:00 PM, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Anna Lansaw
DPSCS
E-mail: anna.lansaw@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the RFP for limits to the number of attendees allowed):
1.
2.
3.
- _____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) Offeror(s) shall complete correlated tab for the region that they are proposing on. Offeror(s) may propose on one or more regions.
- B) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- C) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- D) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- E) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- F) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- G) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- H) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- I) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- J) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor(s). If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- K) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

- L) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled Attachment B-1 Price Proposal.

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes Minority Business Enterprise (MBE) participation goals of:

- Region A: 5%
- Region B: 4%
- Region C: 7%
- Region D: 10%

Offeror is to submit Form D-1 A for each region being proposed.

This solicitation does not include subgoals.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes VSBE participation goals:

- Region A: 1%
- Region B: 0.5%
- Region C: 1%
- Region D: 1%

Offeror must submit a separate Attachment E. for each region being proposed.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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(s)/subcontractor(s) violated a provision of this title or regulations of the Commissioner, the Contractor(s)/subcontractor(s) 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/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor(s))

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor\(s\).pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor(s).pdf).

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

Attachment M. Contract

Maryland Department of Public Safety and Correctional Services (DPSCS)

“Substance Use Disorder Treatment Services”

BPM020644

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor(s)”) and the STATE OF MARYLAND, acting through the MARYLAND Maryland Department of Public Safety and Correctional Services (“DPSCS” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby 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 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Substance Disorder Treatment Services, Solicitation # BPM020644, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests for clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means a business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. 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 Without limiting the rights of the Procurement Officer under 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 prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two one-year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractor(s) providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, 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), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total price under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$_____ (the "NTE

- Amount”), which includes \$ _____ for the Initial Term and \$ _____ for the Renewal Term(s).
- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department’s receipt of a proper invoice from the Contractor as required by RFP section 3.3.
- A. The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:
- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and
 - (2) A Contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.
- B. The State is not liable for interest:
- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
 - (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.
- C. Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- D. 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.
- 5. Rights to Records**
- 5.1 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.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), 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.

- 5.3 The Contractor shall report to the Contract Monitor, 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.
- 5.4 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.
- 5.5 Upon termination or expiration 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.
- 6. Exclusive Use**
- 6.1 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.
- 6.2 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 as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.
- 7. Patents, Copyrights, and Intellectual Property**
- 7.1 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent 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 pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractors specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein,

- Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3 Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor(after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 8. Confidential or Proprietary Information and Documentation**
- 8.1 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 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 or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 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 rightfully 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. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.5**.

- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.5) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.5**.

10. Indemnification and Notification of Legal Requests

- 10.1 At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2 The State has no obligation: (i) 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 against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

- 10.3 Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request.

11. 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.

12. 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.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 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 any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. 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.

15. 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 or agent working for the Contractor(s) to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. 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 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.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, 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.

18. 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. 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).

19. Delays and Extensions of Time

19.1 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 or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 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.

20. 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.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business 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, \$200,000 or more, shall within 30 days of the time when the aggregate value of these Contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement Contract 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 or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the

Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor'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 services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. 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 any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractors. The Contractor shall ensure the Department has the right to audit such subcontractors.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. 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;
- b. 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. 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.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 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 Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations 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, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a Contract after written 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.

29. Limitations of Liability

29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification 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.

29.3 In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

30.1 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 under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, 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 otherwise 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.

- 30.2 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 Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 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 Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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.
- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.
- 31. Prompt Pay Requirements**
- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractors, 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 subcontractors 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 subcontractors from monies otherwise due or that may become due to the Contractor;
 - (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.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to subcontractors 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 agreement between the Contractor and subcontractors, due to be distributed to the subcontractors; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 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 **section 31**, 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.
- 31.4 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 MBE program.
- 31.5 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. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. 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.
- (b) 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.
- (c) 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.
- (d) 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.

32. 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 Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of 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.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor(s) Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor(s) elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 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.
- 36.2 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.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 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 Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, 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.

38. 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:

Delores Zola Rowlette, MSW, LCADC, CCDP
Deputy Director Substance Abuse Treatment Services
Clinical Services and Inmate Health
Department of Public Safety and Correctional Services
6776 Reisterstown Road Suite 315
Baltimore, Maryland 21215
410-585-3533 (Office)
410-318-6071 (Fax)
delores.rowlette@maryland.gov

With a copy to:

Anna Lansaw
Maryland Department of Public Safety and Correctional Services (DPSCS)
Phone Number: 443-525-6802
E-Mail: anna.lansaw@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

Parent Company Guarantor

Contact: _____
Attn: _____

39. Liquidated Damages for MBE

- 39.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and 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 to ascertain with precision.
- 39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off 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 such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$55.24 per day until the monthly report is submitted as required.
 - (b) 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): \$193.34 per MBE subcontractor(s).
 - (c) 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 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.
 - (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- 39.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.
- 40. Compliance with Federal Health Insurance Portability and Accountability Act (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 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.
- 40.3 "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. Hiring Agreement

- 41.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.
- 41.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

42. 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 Policy Guidance issued DPSCS Limited English Proficiency policy OEO.020.0032 dated June 22, 2016.

43. Maryland's Green Purchasing Reporting Requirements

- 43.1 The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.
- 43.2 This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.
- 43.3 To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

<44.>> Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

SIGNATURES ON NEXT PAGE

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

Contractor(s)

State of Maryland

Maryland Department of Public Safety and
Correctional Services (DPSCS)

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

Date

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

Assistant Attorney General

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

Attachment N. Contract Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>.

Attachment O. DHS Hiring Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

Attachment P. Reference Documents

Please refer to the separate pdf document labeled Attachment P.

- P-1 Admission Criteria
- P-2 COMAR 12.02.28
- P-3 Standards of Conduct
- P-4 DPDS 180 Series
- P-5 ADM.050.0029

Attachment Q. Forms

Please refer to the separate pdf document labeled Attachment Q.

The list below indicates the documents included in the attachment

- Q-1 – URICA
- Q-2 – MHSF III
- Q-3 – Participants Satisfaction Survey
- Q-4 – CCHU Background Screening Memo
- Q-5 – Vendor Applicant Forms Packet
- Q-6 – SMART TAP ASSESSMENT

Attachment R. Reports

Please refer to the attached excel file labeled Attachment R Reports.

Each tab identified in the excel file is a separate form and identified below:

R-1	Matter of Record
R-2	HQ Drug Screening Tracking Submission Sheet
R-3	End of the Month Report
R-4	TC Client Management Spreadsheet
R-5	Self Help Database - Blank
R-6	TC Daily Census Report
R-7	TC Weekly Census Report
R-8	End of Month Assessment Report
R-9	DPSCS End of the Month Report
R-10	Assessment Staff Roster
R-11	TC Staff Roster
R-12	Monthly Facility Staffing Schedule
R-13	Monthly Treatment List Submissions
R-14	End of Month Quality Assurance
R-15	Long Distance Phone Call Log
R-16	Physical Inventory Report

Attachment S. Liquidated Damages

RFP	Liquidated Damages Description	MIN Threshold	Liquidated Damages Amount	Performance Standard
2.4.1.5	Failure to provide staffing for all of the positions identified in the Contractor's staffing plan in accordance with submitted staffing matrix contained in the Contractor's proposal or submission or current annual Staffing plans.	80%	1% of the Administrative fee on monthly basis for each staffing plan (Screening and Assessment, and Counselors)	An occurrence is failure of the Contractor to meet its submitted staffing matrix that does not meet the required percentage per month.
2.4.1.5	Failure to provide scheduled session, group counseling, counseling either by virtual or in-house.	100%	Hourly Rate per Counselor plus times 1.5 Hourly rate	An occurrence is when a counselor cancels or fails to conduct a schedule counseling session with an inmate or group.
2.4.3.7	Failure to provide, or to complete Acupuncture services as scheduled.	100%	\$50 for each missed or incomplete session plus the hourly rate in the price proposal	An occurrence is when the Contractor's acupuncturist fails to show up for prescheduled service, or fails to complete the Scheduled service.
2.14	Failure to provide representatives to attend all meetings as required by DPSCS.	100%	\$100 per meeting	An occurrence is any instance where the Contractor(s) fails to provide the required representative.
2.4.3.4 (B)	Failure to maintain credential files for personnel.	99%	\$100 per personnel member	An occurrence is each item required by section 2.4.3.4 (B) that is not available to the Department.
2.5	Failure to develop and maintain a comprehensive competency-based orientation program for new personnel.	100%	\$500 per each new personnel member	An occurrence is each personnel member who does not receive a pre-service orientation as required by the RFP.
2.6.2	Failure to report personnel disciplinary action to DPSCS	100%	\$100 per disciplinary action per day	An occurrence is each day the Contractor(s) fails to report personnel disciplinary action to DPSCS.
2.13	Failure to submit reports by the deadline, unless otherwise	100%	\$25 per report per day	An occurrence is each day a report is late.

	specifically provided in this Attachment S.			
2.1.5.3.3	Failure to report critical incidents as required	100%	\$100 per incident per day	An occurrence is each day for which an incident report is late.
2.8.	Failure to address Administrative Remedy Procedures (ARPs) & ARP Appeals timely & completely to DPSCS policy.	100%	\$50 for each ARP that is not completed by due date, plus \$25 per day for each additional day that the ARP is late until the ARP is completed.	An occurrence is each day an ARP is not completed by the due date.

Appendix 1. Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Backend Assessment – An assessment of an inmate that did not occur during the intake process and are referred by Case Management personnel for screening and assessment for substance use. Inmates in the standing population that do not have an assessment.
- B. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- E. Contract Monitor – 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 Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor(s).
- F. Contractor(s) – The selected Offeror that is awarded a Contract by the State.
- G. Contractor(s) Personnel – Employees, agents, and subcontractor’s employees and agents performing work at the direction of the Contractor(s) under the terms of the Contract awarded from this RFP.
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- I. Maryland Department of Public Safety and Correctional Services (DPSCS or the “Department”).
- J. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- K. Contractor(s)Frontend Assessment – An assessment conducted of an inmate upon reception at one of the direct intake facilities referred by Case Management personnel through OCMS for screening and assessment.
- L. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- M. Key Personnel – All Contractor(s) Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
- N. 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.
- O. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

- P. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Q. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- R. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- S. Offeror – An entity that submits a Proposal in response to this RFP.
- T. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- U. 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 M**), 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(s).
- V. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- W. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- X. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Public Safety and Correctional Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- Y. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- Z. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and 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; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- AA. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

- BB. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3. Facilities Per Region

REGION 1 - WESTERN MARYLAND	
Western Correctional Institution (WCI) 13800 McMullen Hwy SW Cumberland, MD 21502	North Branch Correctional Institution (NBCI) 14100 McMullen Hwy SW Cumberland, MD 21502
Maryland Correctional Training Center (MCTC) 18800 Roxbury Rd Hagerstown, MD 21746	Harold E. Donnel Building and Emergency Housing Unit (HED/EHU) 18800 Roxbury Rd Hagerstown, MD 21746
Maryland Correctional Institution Hagerstown (MCI-H) 18601 Roxbury Rd Hagerstown, MD 21746	Roxbury Correctional Institution (RCI) 18701Roxbury Rd Hagerstown, MD 21746
REGION 2 - EASTERN MARYLAND	
Eastern Correctional Institute (ECI) 30420 Revells Neck Road Westover, MD 21890	Eastern Correctional Institution Annex (ECI-A) 30420 Revells Neck Road Westover, MD 21890
REGION 3 – CENTRAL MARYLAND	
Jessup Correctional Institution (JCI) 7809 – 7815 House of Correction Rd, Jessup, MD 20794	Maryland Correctional Institution Jessup (MCI-J) 7809 – 7815 House of Correction Rd Jessup, MD 20794
Patuxent Institution (PATX) 7555 Waterloo Rd Jessup, MD 20794	Dorsey Run Correctional Facility (DRCF) 2020 Toulson Rd Jessup, MD 20794
Maryland Correctional Pre-Release System Admin Offices (MCPRS) 7931 Brock Bridge Road Jessup, MD 20794	Brockbridge Correctional Institution (BCF) * 7930 Brockbridge Rd, Jessup, MD 20794 *Location is currently depopulated
Maryland Correctional Institution for Women (MCIW) 7943 Brockbridge Rd Jessup, MD 20794	Central Maryland Correctional Facility (CMCF) 7301 Buttercup Rd Sykesville, MD 21784

REGION 4 – BALTIMORE CITY	
Baltimore Central Booking and Intake Center (BCBIC) 300 E. Madison Street Baltimore, MD 21202	Baltimore Pretrial Complex (BPC) 531 East Madison Street Baltimore, MD 21202
Chesapeake Detention Facility (CDF) 401 East Madison Street Baltimore, MD 21202	Metropolitan Transition Center (MTC) 954 Forrest Street Baltimore, MD 21202
Youth Detention Center (YDC) 926 Greenmount Avenue Baltimore, MD 21202	Baltimore City Correctional Center (BCCC) 901 Greenmount Avenue Baltimore, MD 21202
Baltimore City Correctional Center (BCF)*	Maryland Reception, Diagnostic and Classification Center (MRDCC) 550 East Madison Street Baltimore, MD 21202
<i>*Locations are currently depopulated but may change reopened in the future during the course of this Contract.</i>	

For further information regarding locations and directions can be found at

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

Appendix 4. Intake Summaries

FY 2019 Intake Summary	Males								Females			All
Intake Categories	BCBIC	CDF	ECI	JCI	MCTC	MRDCC	WCI	Sub-total	BCBIC	MCIW	Sub-total	Total
Sentenced-DPSCS-Sentenced	1,626	14	466	439	573	1,824	3	4,945	263	240	503	5,448
Sentenced-DPSCS-Weekender	109							109	11		11	120
Total New Sentence Intakes	1,735	14	466	439	573	1,824	3	5,054	274	240	514	5,568

FY 2020 Intake Summary	Males								Females				All
Intake Categories	BCBIC	CDF	ECI	JCI	MCTC	MRDCC	WCI	Sub-total	BCBIC	MCIW	MRDCC*	Sub-total	Total
Sentenced-DPSCS-Sentenced	1,122	8	259	354	424	1,256	2	3,425	155	122	11	288	3,713
Sentenced-DPSCS-Weekender	89							89	17			17	106
Total New Sentence Intakes	1,211	8	259	354	424	1,256	2	3,514	172	122		294	3,808

Total Intake Summaries Per Region

Region	FY 2019	FY 2020
Eastern	466	354
Western	576	426
Central	679	476
Baltimore	3,847	2,647

FY 2019 Return Summary			
Return Categories	Males	Female	Total
Return from Parole	854	83	937
Return from Mandatory	971	36	1,007
Return From Escape	17	0	17
Other	12	1	13
Total Returns	1,854	120	1,974

FY 2020 Return Summary			
Return Categories	Males	Female	Total
Return from Parole	568	57	625
Return from Mandatory	703	16	719
Return From Escape	16	0	16
Other	16	0	16
Total Returns	1,303	73	1,376

Appendix 5. Therapeutic Community Institutions / MAT Institutions

Outlined below are the institutions that have been allocated space to operate TC; however, these locations are subject to change at the discretion of the Department. Designated space is currently available in Region 1 and 3. However, dedicated space will have to be determined for Regions 2 and 4.

- A. Maryland Correctional Training Center (MCTC): A 90-bed static capacity modified TC for men, located at 18800 Roxbury Road, Hagerstown, MD.
- 1) The MCTC program provides services to male inmates in a medium-security institution. All inmates served by the MCTC program are within 36 months of anticipated release and have been screened utilizing the screening instrument identified by the Contractor(s) and assessed as having a history of severe substance use as indicated by the assessment instrument identified by the Contractor(s).
- B. Central Maryland Correctional Facility (CMCF): A 255-bed static capacity modified TC for men, located at 7301 Buttercup Road, Sykesville, MD.
- 1) The CMCF program serves inmates within 36 months of anticipated release who have been screened utilizing the screening instrument identified by the Contractor(s) and assessed as having a history of severe substance use as indicated by the assessment instrument identified by the Contractor(s).
 - 2) The program is limited to individuals who qualify for a minimum-security classification which precludes the referral of a significant number of inmates.
- C. Maryland Correctional Institution for Women (MCI-W): A 105-bed static capacity modified TC for women, located at 7943 Brockbridge Road, Jessup, MD.
- 1) A static capacity of 105 beds for female inmates is anticipated during the term of the Contract. All inmates served by the MCI-W program are within 36 months of anticipated release and have been screened utilizing the screening instrument identified by the Contractor(s) and assessed as having a history of severe substance use as indicated by the assessment instrument identified by the Contractor(s).
 - 2) MCI-W is a multi-level security facility for adult women. MCI-W receives all adult female inmates within DPSCS serving sentences from six (6) months to life.
- D. Patuxent Institution (PATX): A 100-bed static capacity modified TC for men, located at 7555 Waterloo Road, Jessup, MD.
- 1) The PATX Program serves only male inmates. All inmates served by the PATX program are within 36 months of an anticipated release (including but not limited to an anticipated favorable initial parole hearing or rehearing; restoration of good conduct credits upon completion of the program; mandatory release; delayed release; immediate release) and have been screened utilizing the screening instrument identified by the Contractor(s) and assessed as having a history of severe substance use as indicated by the assessment instrument identified by the Contractor(s).
- E. Dorsey Run Correctional Facility (DRCF): A 70-bed static capacity modified TC for men, located at 2020 Toulson Rd, Jessup, MD.
- A. The DRCF program provides services to male inmates in a medium-security institution. All inmates served by the MTC program are within 36 months of anticipated release and have been

screened utilizing the screening instrument identified by Contractor(s) and assessed as having a history of severe substance use as indicated by the TAP or LSI-R.

MAT Institutions:

- A. Pre-Trial Facilities – BCBIC and MTC
- B. MCI-W

Appendix 6. DPSCS Population Data

Information regarding the Department's population data can be found at the following link:

https://www.dpscs.state.md.us/community_releases/DPSCS-Annual-Data-Dashboard.shtml

This Dashboard presents agency-wide DPSCS population data previously made available in a series of annual spreadsheets. It provides an FY20 Departmental overview across all three primary populations under DPSCS custody: pretrial, sentenced, and those under community supervision. Compare FY20 figures to trends over time since 2015. Decreases in all forms of custody and other key outcomes are reported in detail.

Appendix 7. House Bill 116

HB 116

Department of Legislative Services

Maryland General
Assembly 2019
Session

FISCAL AND POLICY NOTE

Enrolled

House Bill 116 (Delegate Barron, *et al.*)
Judiciary and Health and Government Finance Operations

Public Health - Correctional Services - Opioid Use Disorder Examinations and Treatment

This bill establishes specified programs of “opioid use disorder” screening, evaluation, and treatment in local correctional facilities and in the Baltimore Pre-trial Complex. The program begins in four counties and phases in to include all counties and the Baltimore Pre-trial Complex. The State must fund the programs of opioid use disorder screening, examination, and treatment of inmates, and the bill establishes requirements for screening and treatment. By November 1, 2020, and annually thereafter, the Governor’s Office of Crime Control and Prevention (GOCCP) must report specified data to the General Assembly data from local correctional facilities. **A pilot program at the Baltimore Pre-trial Complex terminates September 30, 2023.**

Fiscal Summary

State Effect: General fund expenditures increase by *at least* \$2.0 million in FY 2020. Future years reflect annualization and ongoing costs, including increased payments to counties as the program expands. Federal fund revenues may increase beginning in FY 2021; to the extent they do, the need for general funds decreases.

(\$ in millions)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
FF Revenue	\$0	-	-	-	-
GF Expenditure	\$2.0	\$4.4	\$4.9	\$6.6	\$8.3
Net Effect	(\$2.0)	(\$4.4)	(\$4.9)	(\$6.6)	(\$8.3)

Note: () = decrease; GF = general funds; FF = federal funds; SF = special funds; - = indeterminate increase; (-) = indeterminate decrease

Local Effect: Local expenditures increase significantly but are assumed to be fully reimbursed by the State.

Small Business Effect: None. Small businesses are not directly affected.

Analysis

Bill Summary:

Phase-in Schedule: By January 1, 2020, the bill's provisions apply to local detention centers in Howard, Montgomery, Prince George's, and St. Mary's counties, and by October 1, 2021, the bill's provisions apply to six additional counties. GOCCP, the Maryland Department of Health (MDH), and the Maryland Correctional Administrators Association (MCAA) must evaluate the implementation of the bill's requirements and determine a schedule to add additional counties; however, the provisions must apply to all local detention centers and the Baltimore Pre-trial Complex by January 2023.

Funding for the program at the Baltimore Pre-trial Complex must be as provided in the State budget. If the Baltimore Pre-trial Complex has not fully implemented the bill's provisions by January 2023, the Department of Public Safety and Correctional Services (DPSCS) must report to the Senate Finance Committee and the House Judiciary Committee on the status and timeline of implementation.

Baltimore Pre-trial Complex Pilot Program: Beginning January 1, 2020, DPSCS must establish a "medication-assisted treatment" (MAT) pilot program in the Baltimore Pre-trial Complex. DPSCS must, in consultation with its head of medical treatment services, determine whether the program is capable of being administered in existing structures of the Baltimore Pre-trial Complex. Funding for the pilot program must be as provided in the State budget. This provision terminates September 30, 2023.

Screening: Each local correctional facility must conduct an assessment of the mental health and substance use status of each inmate using evidence-based screenings and assessments to determine if the medical diagnosis of an opioid use disorder is appropriate and if MAT is appropriate. If a required assessment indicates opioid use disorder, an evaluation of the inmate must be conducted by a specified health care practitioner, and information must be provided to the inmate describing medications used in MAT. In addition, MAT must be available to an inmate for whom such treatment is determined to be appropriate, as specified.

Each local correctional facility must make available at least one formulation of each U.S. Food and Drug Administration (FDA)-approved full opioid agonist, partial opioid agonist, and long-acting opioid antagonist used for the treatment of opioid use disorders. If an inmate received medication or MAT for opioid use disorder immediately preceding or during the inmate's incarceration, a local correctional facility must continue the treatment after incarceration or transfer unless:

- the inmate voluntarily discontinues the treatment, verified through a written agreement that includes a signature; or
- a health care practitioner determines that the treatment is no longer medically appropriate.

Treatment: Each local correctional facility must:

- following an assessment using clinical guidelines for MAT, make medication available, as specified, or begin withdrawal management services prior to administration of medication;
- make available and administer medications for the treatment of opioid use disorder;

- provide behavioral health counseling for inmates diagnosed with opioid use disorder consistent with therapeutic standards for such therapies in a community setting;
- provide access to a health care practitioner who can provide access to all FDA-approved medications, as specified; and
- provide on-premises access to peer recovery specialists.

In addition, before the release of an inmate diagnosed with opioid use disorder, a local correctional facility must develop a plan of reentry that:

- includes information regarding post-incarceration access to medication continuity, “peer recovery specialists,” other supportive therapy, and enrollment in health insurance plans;
- includes any recommended referrals by a health care practitioner to medication continuity, peer recovery specialists, and other supportive therapy; and
- is reviewed and, if needed, revised by a health care practitioner or peer recovery specialist.

Procedures and standards: The procedures and standards used to determine substance use disorder diagnosis and treatment of inmates are subject to the guidelines and regulations adopted by MDH. DPSCS and the Behavioral Health Administration within MDH, in consultation with MCAA, must develop a timetable in accordance with medical best practices for inmates to receive assessments, evaluation, or treatment under the bill.

Methadone detoxification: The bill alters the requirement for an inmate in a State or local correctional facility to be placed on a properly supervised program of methadone detoxification to include a person with opioid use disorder, under specified conditions.

Defined terms: “Medication-assisted treatment” means the use of medication, in combination with counseling and behavioral health therapies, to provide a holistic approach to the treatment of opioid use disorder. “Opioid use disorder” means a medically diagnosed problematic pattern of opioid use that causes significant impairment or distress.

Funding: As provided in the State budget, the State must fund the program of opioid use disorder screening, evaluation, and treatment of inmates. However, by December 1, 2019, GOCCP, DPSCS, and MDH must apply for federal funding to support implementation of the bill’s provisions beyond fiscal 2020 and must report to the General Assembly on the efforts to secure funding.

The bill must not be construed to supersede any federal law or existing agreement between a court or agency of the federal, State, or local government.

Current Law/Background: For information on the State’s opioid crisis and funding for drug addiction treatment, refer to the **Appendix – Opioid Crisis**.

Methadone detoxification program: An inmate in a State or local correctional facility must be placed on a properly supervised program of methadone detoxification if a physician determines that the inmate is an addict, the treatment is prescribed by a physician, and the inmate consents in writing to the treatment. Methadone is a synthetic narcotic used to treat people addicted to heroin, morphine, and other opiates. Methadone, taken once daily, suppresses narcotic withdrawal.

Assessment before sentencing: Chapter 515 of 2016, the Justice Reinvestment Act, authorizes a court, before imposing a sentence for a violation of laws prohibiting the possession of a controlled

dangerous substance or 10 grams or more of marijuana, to order MDH, or a certified and licensed designee, to conduct an assessment of the defendant for a substance use disorder and determine whether the defendant is in need of and may benefit from drug treatment. MDH or the designee must conduct an assessment and provide the results, as specified. The court must consider the results of an assessment when imposing the defendant’s sentence and, as specified, (1) must suspend the execution of the sentence, order probation, and require MDH to provide the medically appropriate level of treatment or (2) may impose a term of imprisonment and order the Division of Correction within DPSCS or a local correctional facility to facilitate the medically appropriate level of treatment.

State Fiscal Effect: General fund expenditures increase by *at least* \$2.0 million in fiscal 2020; by fiscal 2024, costs are estimated to be *at least* \$8.3 million.

Department of Public Safety and Correctional Services

General fund expenditures for DPSCS increase by *at least* \$1.4 million in fiscal 2020, which accounts for the bill’s October 1, 2019 effective date. This estimate reflects the cost of hiring 15 full-time employees. It includes salaries, fringe benefits, one-time start-up costs, and ongoing operating expenses. The information and assumptions used in calculating this estimate are stated below:

- by January 1, 2020, DPSCS must establish a MAT pilot program that uses at least one formulation of each FDA-approved full opioid agonist, partial opioid agonist, and long-acting opioid antagonist for the treatment of opioid use disorders in the Baltimore Pre-trial Complex;
- in order to implement the pilot program, DPSCS needs to hire nine peer recovery specialists and six correctional officers within the Baltimore Pre-trial Complex, reflecting, in part, the security needs of the complex as a correctional facility with inmates housed in multiple facilities within the complex;
- based on information provided by DPSCS, 100 inmates on a daily basis are anticipated to participate in the DPSCS pilot program;
- Contractual services related to the medical Contract increase for medical staff; and
- medication costs average \$80,426 annually per 100 inmate participants.

Positions	15
Salaries and Fringe Benefits	\$596,964
Contractual Services	714,688
Medication Costs	40,213
Equipment/Operating Expenses	<u>80,381</u>
Minimum FY 2020 DPSCS Expenditures	\$1,432,246

Future year expenditures reflect full salaries with annual increases and employee turnover and ongoing operating expenses. In addition, future year estimates assume that 100 inmates continue to participate in the program at the complex, even though the bill contemplates an expansion of the program as of January 2023.

In addition, the estimate does not include:

- any publication costs for MAT information;
- any capital costs necessary to provide additional treatment rooms within the Baltimore Pre-trial Complex; or
- costs to renegotiate the medical Contract to accommodate the bill.

Further, this analysis does not account for any costs associated with continuing to treat participants after their release from a facility. It is unclear how this provision would be implemented.

Currently, all offenders newly admitted pretrial to the Baltimore Pre-trial Complex receive an initial medical and mental health screening conducted by a registered nurse or higher level health care staff. This process is completed upon arrival to the facility, prior to custody exchange from law enforcement, to ensure that the offender is medically and mentally stable to complete the booking process. This current assessment meets the standards established by the National Commission on Correctional Health Care.

As part of the initial screening completed during the booking process, offenders are questioned regarding current medication therapy and participation in a methadone program. Offenders responding affirmatively to methadone as a medication or as a participant in a community-based Opioid Therapy Program (OTP) are referred to medical prior to completion of the booking process. Inmates who identify on suboxone or buprenorphine variations are managed using methadone. OTP includes maintenance treatment and short-term detoxification. Offenders who cannot be clinically maintained within the facility are transferred to an appropriate hospital or alternate care facility.

Within 12 hours of notification that an inmate is to be released or transferred, the inmate's medical records are reviewed by nursing staff at the intake facility, and a transfer screening form is completed. Once completed, the transfer screening accompanies the offender to the next facility. Offenders who are on MAT with methadone and who are being released to the community receive a continuity of care form advising on the treatment received while in the DPSCS facility and the need to continue with OTP in the community. If the offender is sentenced, the offender undergoes a detoxification process as written by a clinician and upon completion of detoxification, is transferred to a maintaining facility.

Currently, the average total cost per inmate in a State correctional facility, including overhead, is estimated at \$3,800 per month. Excluding overhead, the average cost of housing a new State inmate (including health care costs) is about \$895 per month. Excluding all health care (which is a fixed cost under the current Contract), the average variable costs total \$199 per month.

State Payments to Counties

Under the bill, the State must fund the program of opioid use disorder screening, evaluation, and treatment of inmates. Based on information regarding anticipated costs to Howard, Montgomery, Prince George's, and St. Mary's counties, payments to counties average approximately \$250,000 per county annually. Reimbursement costs could be much greater as local program costs are not capped. **Exhibit 1** shows anticipated payments to counties as counties are phased in under the bill.

Exhibit 1
**State Payments to
Counties Fiscal
2020-2024**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
4 counties (1/2020)	\$500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
6 counties added (10/2021)		1,125,000	1,500,000	1,500,000	1,500,000
13 counties added (1/2023)				1,625,000	3,250,000
Total	\$500,000	\$2,125,000	\$2,500,000	\$4,125,000	\$5,750,000

Source: Department of Legislative Services

Governor’s Office of Crime Control and Prevention

General fund expenditures for GOCCP increase by *at least* \$57,818 in fiscal 2020, which accounts for the bill’s October 1, 2019 effective date. This estimate reflects the cost of hiring at least one program administrator to (1) work with other entities to evaluate the implementation of the bill, as specified; (2) work with DPSCS and MDH to apply for federal funding to support implementation of the bill; and (3) gather and report extensive information from local correctional facilities to the General Assembly. It includes a salary, fringe benefits, one-time start-up costs, and ongoing operating expenses.

Position	1
Salary and Fringe Benefits	\$52,459
Operating Expenses	<u>5,359</u>
Minimum FY 2020 GOCCP Expenditures	\$57,818

Future year expenditures reflect a full salary with annual increases and employee turnover and ongoing operating expenses.

Potential State and Federal Funding to Cover these Costs

The fiscal 2020 budget includes State and anticipated federal funds for MAT programs and other substance use treatment services; however, it is unclear at this time to what extent existing funding in the State budget can be used to support the costs identified above. To the extent any existing funds can be used to support these costs, the need for additional general funds decreases.

In addition, the bill requires DPSCS, GOCCP, and MDH to apply for federal funding to support implementation of the bill beyond fiscal 2020. To the extent that the State is able to secure federal funding for these purposes, the need for general funds decreases beginning in fiscal 2021.

Local Fiscal Effect: Local government expenditures increase, likely significantly, to meet the bill’s requirements relating to assessments, treatment, medications, and data collection and

reporting. Based on information regarding anticipated costs to Howard, Montgomery, Prince George's, and St. Mary's counties, expenditures average approximately \$250,000 per county annually.

However, the bill requires *the State* to fund the program of opioid use disorder screening, evaluation, and treatment of inmates; therefore, it is assumed that local correctional facilities are reimbursed for any expenses incurred.

ADDITIONAL INFORMATION

Prior Introductions: None.

Cross File: SB 846 (Senator West) - Finance.

Information Source(s): Anne Arundel, Charles, Frederick, Howard, Montgomery, Prince George's, Somerset, and St. Mary's counties; Maryland Department of Health; Department of Public Safety and Correctional Services; Governor's Office of Crime Control and Prevention; Department of Legislative Services

Fiscal Note History: First Reader - February 17, 2019
sb/lgc Third Reader - March 29, 2019
 Revised - Amendment(s) - March 29, 2019
 Enrolled - April 30, 2019

Analysis by: Shirleen M. E. Pilgrim

Direct Inquiries to: (410)
946-5510
(301) 970-5510

Appendix 8. Discharge Summary and Plan Form

DISCHARGE SUMMARY

1. CLIENT INFORMATION

Name: _____ SAMIS #: _____
DOB: _____
Address: _____ SEX: Male__ Female_____
City: _____ State: _____ Zip Code: _____
Telephone Number: () _____
DOC #: _____
Admission Date: _____

Reason for Admission:

Reason for Discharge:
_____ Left against advice of staff Discharge Date: _____
_____ Left by mutual agreement
_____ Dismissed from the clinic for non-compliance
_____ Moved out of area
_____ Completed Program
_____ Other: _____

1. SUMMARY OF SERVICES DELIVERED

Total Number	Frequency and Duration
_____ Psychiatric Evaluation	_____
_____ Individual Therapy	_____
_____ Family Therapy	_____
_____ Group Therapy	_____
_____ Medication Management	_____

Other: _____

2. PROGRESS MADE

(Describe specific changes made during the course of treatment)

DSM-IV DIAGNOSIS

AXIS I: _____

AXIS II: _____

AXIS III: _____

AXIS IV: Support Social Education Occupational Housing group environment
Economics Access to health services Legal Psycho-social environment

AXIS V: 55 o GAF

3. CONTINUING SERVICE RECOMMENDATIONS AND PROGNOSIS

(Describe recommendations for aftercare, goals to be worked on in follow-up, recommendations for treatment)

4. SUMMARY OF DISCHARGE PROCESS

_____ Client was not involved in the discharge process

_____ Client was involved in the discharge process

Therapist Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Discharge Summary completed by: Name: _____ Date: _____

Discharge Plan

Name: _____

SAMIS NO#: _____

Address: _____

Date of Discharge: _____

1. I will attend ___ AA or _____ NA or other _____ support meetings per week to develop my recovery support system. I agree to talk with my program contact or sponsor a minimum of _ times weekly.

2. My closest family support member is:

Name, Relationship and Phone No#

I will attend:

_____ Outpatient Tx. at _____

3. My appointment is scheduled for: _____
Date/ Time

4. My three top priorities to work on upon discharge is:

- _____
- _____
- _____

5. Special conditions and comments: _____

I have contributed to and agree to the above Discharge Plan. I understand a copy of this plan will be sent to the agencies identified below:

- 1. Parole and Probation: _____
- 2. Continuing Care Provider: _____
- 3. Other: _____

Client: _____

Date: _____

Counselor: _____

Date: _____

Supervisor: _____

Date: _____

Appendix 9. Aftercare Service Plan Form

Department of Public Safety and Correctional Services

Aftercare Service Plan

Client Name _____ DOC # _____

Admission Date _____ Discharge Date _____

The client has successfully completed treatment. The Provider; having consulted with the client, have agreed on the following aftercare plan:

Substance Abuse Treatment: _____

(Specify. e.g. IOP Intensive Out-Patient)

Peer Support Group: _____

(Specify how often client will attend. e.g. NA, AA)

Family and Support System: _____

(Specify: for example Sharing a Relapse Prevention Plan or counseling)

Vocational Services: _____

(Career Counseling, Job Development, Life Skills)

Education: _____

(Seeking GED Courses, Associates Degree, Bachelor's Degree, Master's Degree)

Medical/ Mental Health Services: _____

(Dental, Optical, Physical)

Other: _____

(Specify.)

I have reviewed this aftercare service plan and I agree with the goals stated above.

Client's Signature _____

Date _____

Counselor's Signature _____

Date _____

Regional Supervisor's Signature _____

Date _____

Appendix 10. Participant Pre-Test Survey Form

*Department of Public Safety and Correctional Services
Substance Abuse Treatment Services Pre-Test*

Place a check in one of the boxes next to each statement that describes if you strongly agree, somewhat agree, somewhat disagree, strongly disagree or are neutral.

	Strongly Agree	Somewhat Agree	Neutral	Somewhat Disagree	Strongly Disagree
1. I understand that addiction is a disease.					
2. I understand that there is a connection between my substance use and criminal behavior.					
3. I understand that I have control over my feelings.					
4. I understand that I have control over my behavior.					
5. I understand how my substance use has affected my relationships with others.					
6. I understand the connection between my thinking and criminal behavior.					
7. I think that I have the coping skills necessary to prevent returning to substance use.					
8. I understand that relapse is a process.					
9. I have a good understanding of why I use substances.					

Name _____ DOC# _____

Appendix 11. Participant Post-Test Survey Form

*Department of Public Safety and Correctional Services
Substance Abuse Treatment Services
(Posttest)*

Place a check in one of the boxes next to each statement that describes if you strongly agree, somewhat agree, somewhat disagree, strongly disagree or are neutral.

	Strongly Agree	Somewhat Agree	Neutral	Somewhat Disagree	Strongly Disagree
1. I understand that addiction is a disease.					
2. I understand that there is a connection between my substance use and criminal behavior.					
3. I understand that I have control over my feelings.					
4. I understand that I have control over my behavior.					
5. I understand how my substance use has affected my relationships with others					
6. I understand the connection between my thinking and criminal behavior.					
7. I think that I have the coping skills necessary to prevent returning to substance use.					
8. I understand that relapse is a process.					
9. I have a good understanding of why I use substances.					

Name _____ DOC# _____

Appendix 12. OCMS Assessment and Screening Re-entry Dashboard

Home > Intake Interview List > Assessment and Screening Dashboard

Assessment Dashboard

Assessment and screenings	Completed	Date/Time	Optional	Required	N/A	User ID	View
VRAG	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Case Plan	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
IMMS	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Education Certifications	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
VPI	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
MCMI-III	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
PCL-R	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
MMPI-2	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
PAI	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
SRE	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
IPS	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
ACUTE-2000	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
DDMP	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
LSI-R	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
CSS-M Criminal Sentiment Scale-M	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
CTS Criminal Thinking Scale	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Domestic Violence	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
OASIS-3	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
ONET	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Survey of Offender Barriers	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
TCU II Drug	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
TAP	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Technical Parole Violators Matrix	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
MPC Decision Assessment	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Static 99-R	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
ASI	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Drug Test Result	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Dynamic Risk Assessment	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		
Static Risk Assessment	<input type="checkbox"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		

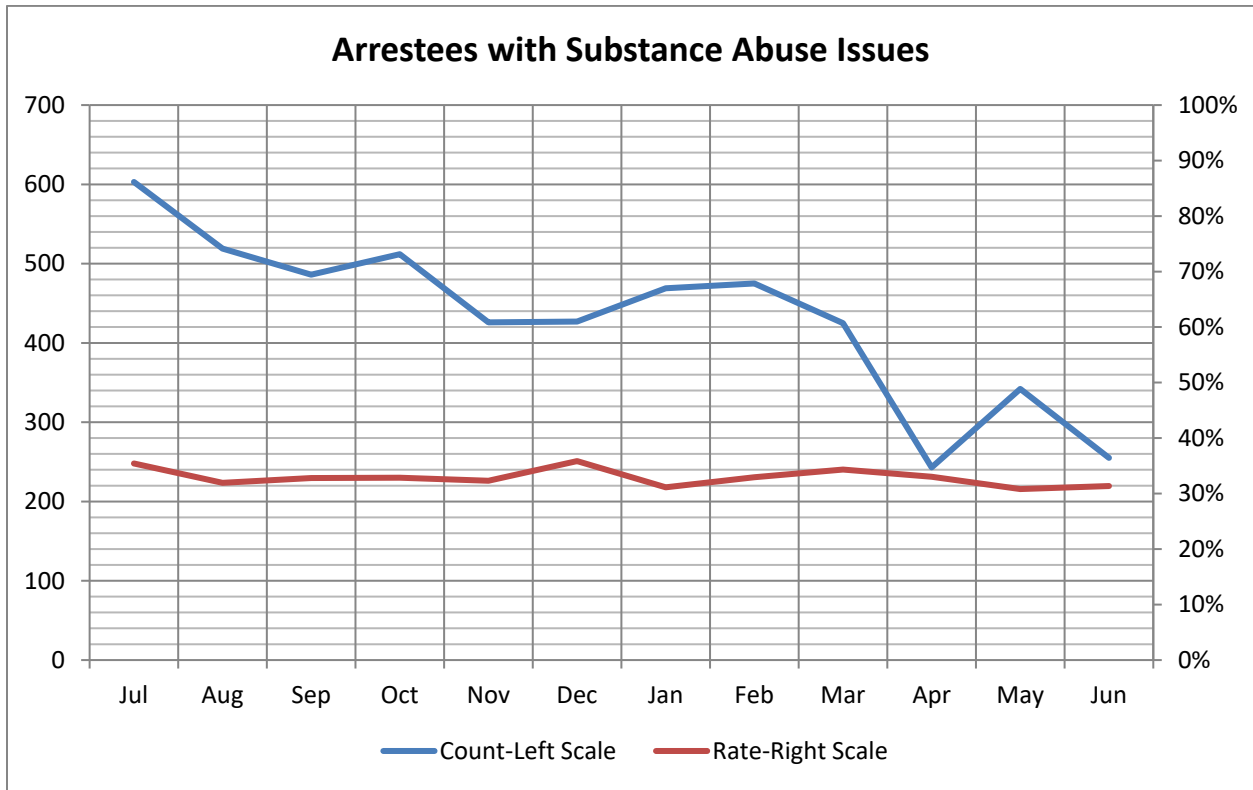
EPHR indicators	Yes	No	N/A
Mental Illness	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Serious Mental Illness (SMI)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Medications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I99	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chronic Disease	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SUICIDE_HX	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Suicide History	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EPHR indicators	H1	H2	H3	N
Heat_Stratification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

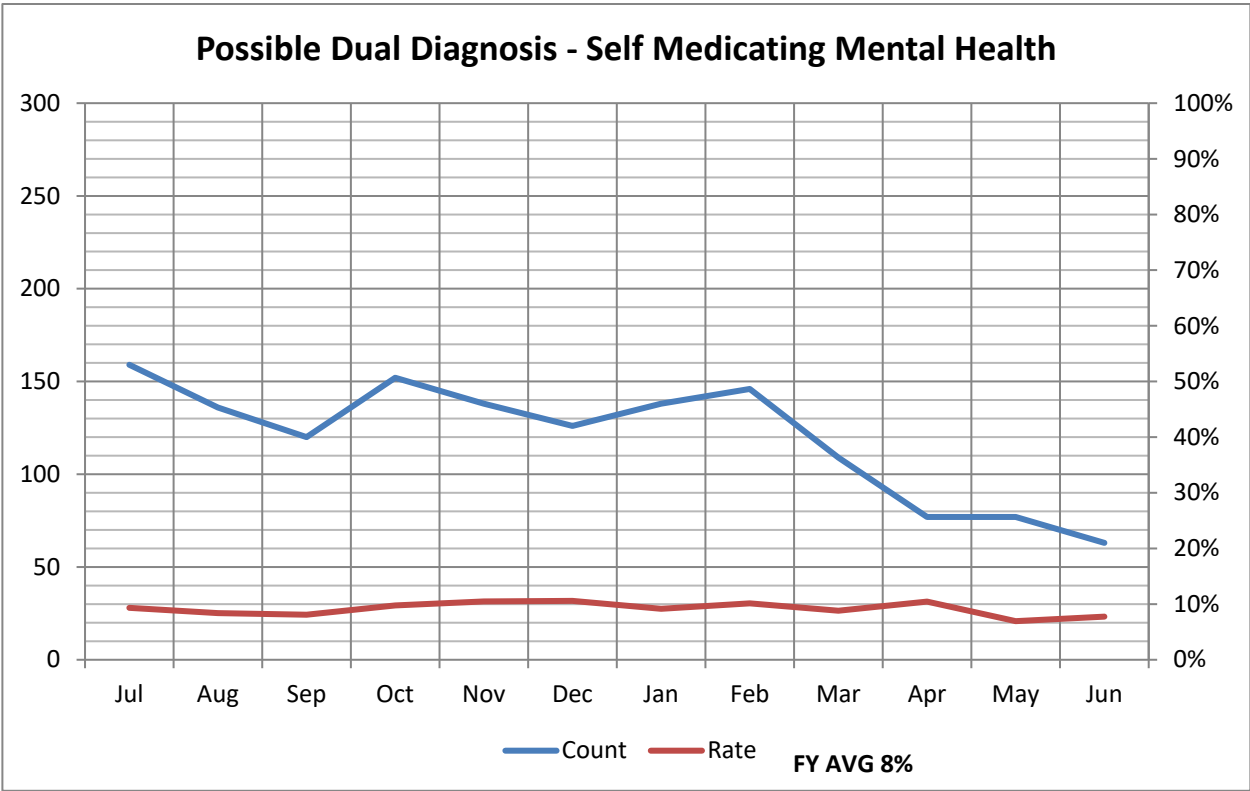
Appendix 13. Performance Bond

see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx>

Appendix 14. Baltimore City Arrestees Drug Screening

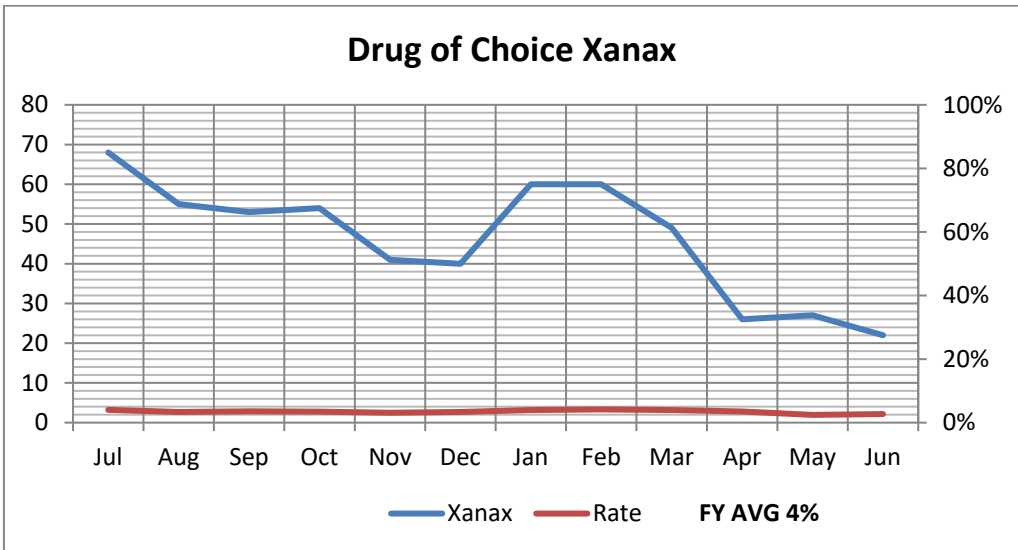
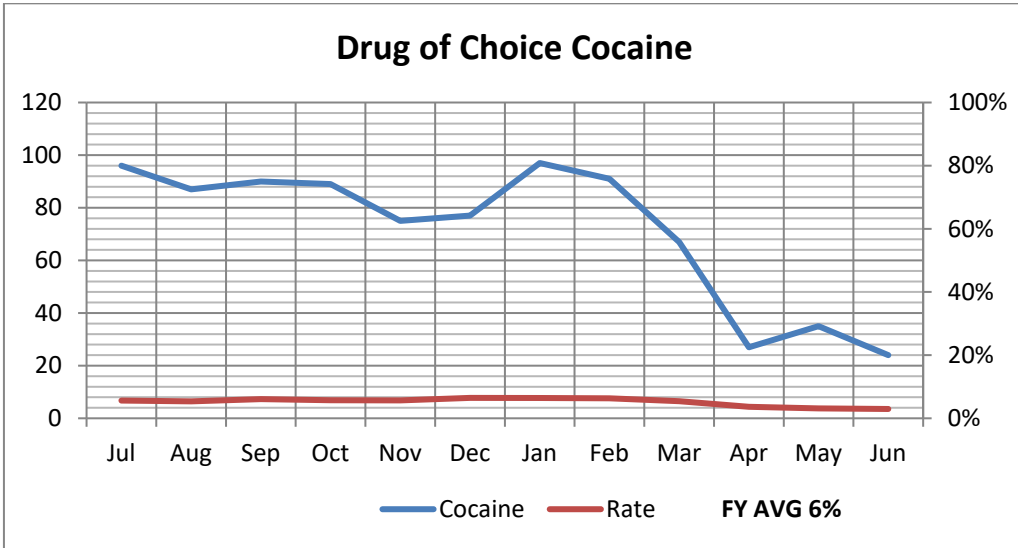
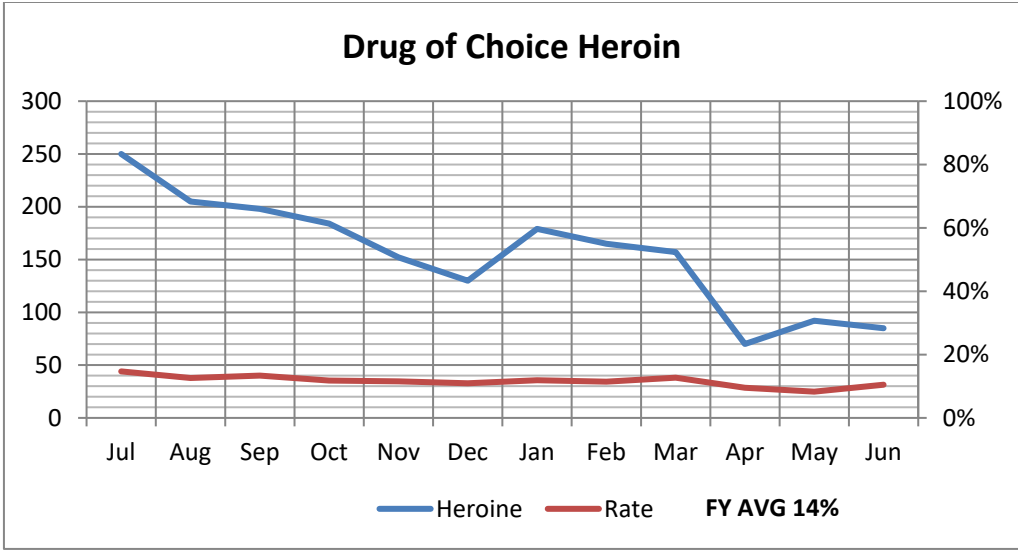


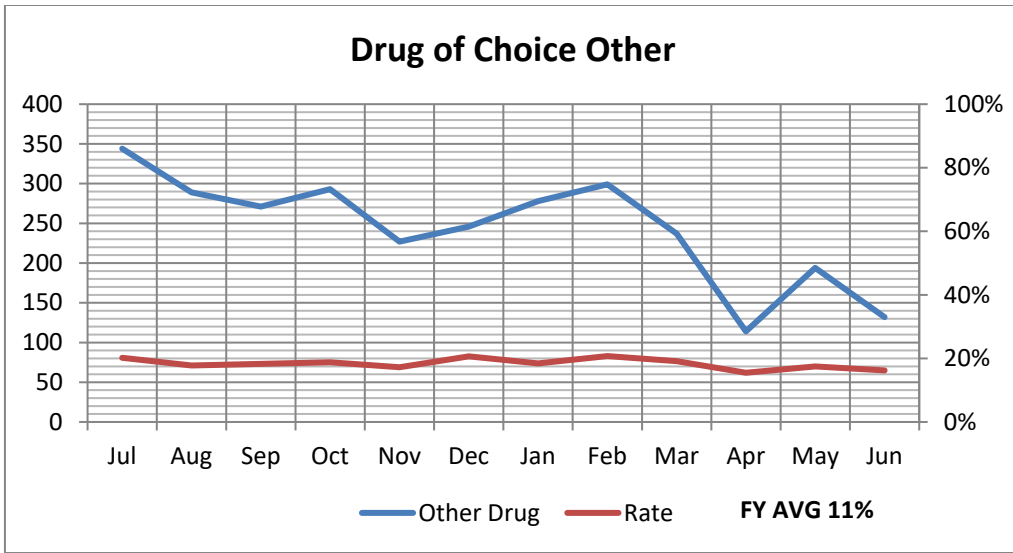
Monthly Arrestee Counts		Substance Abuse		
Month	Arrestees	Month	Count-Left Scale	Rate-Right Scale
Jul	1703	Jul	603	35%
Aug	1625	Aug	519	32%
Sep	1482	Sep	486	33%
Oct	1558	Oct	512	33%
Nov	1318	Nov	426	32%
Dec	1191	Dec	427	36%
Jan	1507	Jan	469	31%
Feb	1442	Feb	475	33%
Mar	1238	Mar	425	34%
Apr	736	Apr	243	33%
May	1110	May	342	31%
Jun	813	Jun	255	31%



Possible Dual Diagnosis

Month	Arrestees	Count	Rate
Jul	1703	159	9%
Aug	1625	136	8%
Sep	1482	120	8%
Oct	1558	152	10%
Nov	1318	138	10%
Dec	1191	126	11%
Jan	1507	138	9%
Feb	1442	146	10%
Mar	1238	109	9%
Apr	736	77	10%
May	1110	77	7%
Jun	813	63	8%
		FY 20 Average	9%





Monthly Arrestee Counts		Drugs Self-Reported as being Used by Arrestees								
Month	Arrestees	Month	Heroin	Rate	Cocaine	Rate	Xanax	Rate	Other Drug	Rate
Jul	1703	Jul	250	15%	96	6%	68	4%	344	20%
Aug	1625	Aug	205	13%	87	5%	55	3%	289	18%
Sep	1482	Sep	198	13%	90	6%	53	4%	271	18%
Oct	1558	Oct	184	12%	89	6%	54	3%	293	19%
Nov	1318	Nov	152	12%	75	6%	41	3%	227	17%
Dec	1191	Dec	130	11%	77	6%	40	3%	246	21%
Jan	1507	Jan	179	12%	97	6%	60	4%	278	18%
Feb	1442	Feb	165	11%	91	6%	60	4%	299	21%
Mar	1238	Mar	157	13%	67	5%	49	4%	237	19%
Apr	736	Apr	70	10%	27	4%	26	4%	114	15%
May	1110	May	92	8%	35	3%	27	2%	194	17%
Jun	813	Jun	85	10%	24	3%	22	3%	132	16%
			Average	12%		5%		3%		18%

Appendix 15. Background Check Form for Site Visits

Form is attached as separate document.