

**Charles County Sheriff's Office
Charles County Detention Center
Charles County, Maryland**

REQUEST FOR PROPOSALS



Health Care Services for CCDC Detainees

RFP NUMBER 2024-003

Release date: March 1, 2024

Prepared For:

Charles County Detention Center/Charles County Sheriff's Office

1.0 PREPARATION OF PROPOSAL

1.1 GENERAL PROPOSAL INFORMATION

Charles County Sheriff's Office (CCSO), is soliciting proposals from Offerors qualified, responsible and willing to provide Correctional Health Care Services (medical, dental, behavioral health care services) to detainees in the custody of the Charles County Sheriff's Department housed in the Charles County Detention Center, located at 6905 Crain Highway, La Plata, MD 20646, to include those medically necessary, cost effective health services that maintain a level of quality in accordance with standards established by the National Commission on Correctional Health Care (NCCHC), the State of Maryland and per the terms, conditions and specifications called for herein.

Offerors are required to read the entire solicitation, including all referenced documents, attest that they are willing able to comply, and incorporate all costs in their proposal.

No verbal requests for clarification or interpretations will be accepted. Offers must submit any questions or deviation requests in writing to Charles County Sheriff's Office Procurement Specialist, Attention: Stacey Fowler, email: fowlers@ccso.us. All requests/questions must be received no later than April 19, 2024 at 1:00 pm, no exceptions.

All submittals shall reference the Solicitation number and title. Submittals are due **NO LATER THAN May 8, 2024 at 11:00 AM**. (See **Solicitation Schedule**, below for the full list of all due date and times for all milestones)

Offerors must submit proposals as defined in the Instructions to Offerors and all solicitation documents either referenced or included herein. Failure to do so may be cause for CCSO to reject a proposal as *non-responsive*. Offerors must complete and return those documents identified in **Section 6, Submission of Proposals**, of the Instruction to Offerors document.

As used herein, the term "**CCSO**" shall refer to the Charles County Sheriff's Office, Charles County Detention Center, La Plata, MD. The term "**Offeror**" shall mean the individual or firm submitting a response to this solicitation, and shall be synonymous with the terms, "bidder", "proposer", "quoter", etc. In like manner, the term "**Proposal**", shall refer to a response submitted to this solicitation, and shall be synonymous with the terms "offer", "bid", "quote", etc. The term "**Contract**" shall mean the agreement between the CCSO and the Offeror selected, whether issued by formal contract, award letter, purchase order, or any other means acceptable to the Charles County Sheriff's Office. The term "**Contractor**" shall mean the Offeror selected for award, based upon the proposal submitted in response to this solicitation.

1.2 ADDITIONS/MODIFICATIONS TO SOLICITATION

Modifications of or additions to the **Cost Proposal Form** or any other form may be cause for rejection of the proposal, however, the CCSO reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the CCSO may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.3 PRICING AND PROPOSAL DOCUMENTS

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the **Appendices** is made part of this solicitation package.

See the **Solicitation Schedule**, below, for the due date and time for proposals. Proposals shall be valid and irrevocable for a minimum of one hundred twenty (120) days from the due date. Submission, modification, or withdrawal of proposals after the date/time will NOT be considered. An Offeror may only submit one (1) proposal in response to this solicitation.

1.3.1 Technical Proposal Package Submission

NOTE: No Pricing information is to be included in the Technical Proposal. Pricing information is only to be included in the Financial Proposal. Any pricing in this section will automatically reject bid.

Offerors shall submit four (4) bound copies of the Technical Proposal packages in one sealed envelope separate from the Financial Proposal package labeled with the Company's name and address and marked "Technical Proposal".

1.3.2 Financial Proposal Package Submission

Offerors shall submit one (1) unbound original, so identified, of the Financial Proposal package and a complete electronic copy of the Financial Proposal Package on USB drive in pdf format. If the proposal contains proprietary information, submit one (1) hard copy and one (1) electronic copy of the Financial Proposal Package that DOES NOT contain the proprietary information, and mark it as REDACTED copy. Financial Proposals shall be submitted in separate sealed envelopes from the Technical Proposal package, labeled with the Company's name and address and marked "Originals".

1.3.3 Delivery of Proposal Package Submission

Technical and Financial proposal envelopes shall be sealed in a package marked "**RFP No. 23-03, CCSO CORRECTIONAL HEALTH CARE SERVICES – DO NOT OPEN**" and submitted to:

Quartermaster

Charles County Sheriff's Office, HQ Building
6915 Crain Highway
La Plata, MD 20646

* NOTE: USPS does not deliver to this address, and offerers must deliver via UPS, FED EX, or hand deliver. It is the Offeror's sole responsibility to ensure that proposals are delivered to the Charles County Sheriff's Office before the due date and time. Any proposals not received timely will not be considered.

1.4 SOLICITATION SCHEDULE

This schedule may be subject to change. Offerors shall monitor the EMaryland Marketplace accordingly for addendums.

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain CCSO operating status by calling 301-609-6241 (meeting times cannot be verified at this number).

Milestone	Date
RFP Published	March 13, 2024
Optional Pre-Proposal Meeting	March 27, 2024 at 9:00 a.m. (Eastern Time)
Last Day for Questions	April 19, 2024 before 1:00 p.m. (Eastern Time)
Proposals Due to CCSO*	May 8, 2024 before 11:00 a.m. (Eastern Time)

*If the CCSO is closed for business at the due date and time scheduled, for whatever reasons, sealed proposals will be accepted on the next business day of the CCSO, at the originally scheduled time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

1.5 OPTIONAL PRE-PROPOSAL MEETING

CCSO will hold an optional Pre-Proposal Site Visit Meeting for those interested in submitting a proposal. It is the responsibility of Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues in writing before or the conference. Attendance is optional but encouraged. This will be the only opportunity to inspect the facilities prior to award. All questions concerning this RFP resulting from the pre-proposal visit shall be submitted in writing, as no questions will be answered during the visit. All responses to the questions will be affirmed in the form of the addendum.

Attendees must comply with current CCSO security measure mandates with no exceptions. Interested Offerors may reach out to fowlers@ccso.us to set up a site visit. The site visit will be scheduled during business hours on **Wednesday March 27, 2024** and visitors must be registered by 9:00 am. Each organization may have no more than three (3) representatives attend a site tour. This will be the only opportunity to inspect the facilities prior to award. All requests for a site visit must be received in advance no later than **Friday, March 22, 2024 at 1:00 pm**, no exceptions.

Address for Pre-Proposal Site Visit: 6905 Crain Highway, La Plata, MD 20646.

NOTE: All attendees at the optional pre-proposal meeting are required to sign-in on the attendance log.

1.6 SOLE POINT OF CONTACT

The Purchasing Representative identified herein is the SOLE POINT OF CONTACT at Charles County Sheriff's Office for this procurement. All communication between OFFERORS and Charles County Sheriff's Office shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. OFFERORS OR ANY OF THEIR AUTHORIZED REPRESENTATIVES MAY NOT INITIATE CONTACT WITH ANY CHARLES COUNTY SHERIFF'S OFFICE or CCSO EMPLOYEES OTHER THAN THE CONTACT IDENTIFIED BELOW, FOR ANY REASON DURING THE BIDDING PROCESS OR PRIOR TO FULL CONTRACT EXECUTION. Any communication outside this process may result in disqualification.

Purchasing Representative
Stacey Fowler, Quartermaster
Charles County Sheriff's Office
fowlers@ccso.us
FAX: 301-932-2377
Phone 301-609-6249

1.7 QUESTIONS

All inquiries concerning technical or bidding information should be directed in writing (via email or fax) with the solicitation number and name in the subject line to the Purchasing Representative identified in **Part I, Section 1.6 – Sole Point of Contact**. Questions over the phone will not be accepted. See the **Solicitation Schedule**, above, for the due date for questions.

If any person contemplating submitting a proposal in response to this solicitation is in doubt as to the true meaning of any part of the Specifications, they may submit to the CCSO, a minimum of fourteen (14) calendar days prior to the scheduled due date, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

1.8 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the CCSO. Oral statements made by CCSO personnel shall not bind the CCSO in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, or changes to the solicitation will be made only by addendum duly issued and will be posted on the CCSO Bid Board found at www.CharlesCountyMD.gov. Click on "Procurement" and then "Bid Board". Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the proposal prices, unless an alternate schedule is presented by addendum. It is the responsibility of the Offeror to check the CCSO Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.9 PERFORMANCE DATA

Offerors shall have the capability to provide the products and services required herein, and the ability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The CCSO reserves the right to request any additional information, utilize references not provided by an offeror, and validate any information provided by an Offeror by any means deemed necessary by the CCSO for the purpose of determining the Offeror's ability to perform the services described herein.

1.10 ORAL PRESENTATIONS/INTERVIEWS

The CCSO may require selected Offerors to make oral presentations and/or conduct interviews of key staff proposed in order to clarify their proposals and/or conduct interviews of key staff proposed and to validate qualifications prior to acceptance by the CCSO.

1.11 REJECTION OF BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

- a. Evidence of collusion among offerors.
- b. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
- d. Default on a previous similar contract for failure to perform.
- e. Being delinquent in payments due to Charles County Government.
- f. Exceptions or exclusions to the requirements of the solicitation.
- g. Failure to be in "Good Standing" with the State of Maryland.
- h. Previous substandard performance on a CCSO contract.
- i. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
- j. Failure to furnish information requested by the CCSO.

The CCSO reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the CCSO.

1.12 ARITHMETICAL ERRORS

Any errors in computations may be corrected during the CCSO's review of the proposals. The CCSO shall not be responsible for Offeror computation errors contained on the **Cost Proposal Form**. All values contained on the **Cost Proposal Form** remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity.

1.13 ELIGIBILITY FOR AWARD

In order to be eligible for award, Offerors shall meet the following conditions:

1. By submitting a proposal in response to this solicitation, the Offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. The Offeror certifies that it is not delinquent in any payments due to Charles County Government. The CCSO reserves the right to refuse proposals and/or not contract with Offerors in a delinquent payment status with Charles County Government.
3. Offerors' status shall be verified with the State of Maryland Department of Assessments and Taxation (SDAT). The CCSO may require the successful Offeror to submit a "Certificate of Status," issued by the Maryland Department of Assessments and Taxation's Charter Division, and State of Organization identifying the Offeror is in "good standing" with the State of Maryland.

1.14 OFFEROR'S INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the CCSO that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of

the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

1.15 NOTIFICATIONS

Legal notice given by the CCSO to the Offeror shall be sent to the address provided in the Offeror's **Cost Proposal Form**. Notice given by the CCSO by any of the following: letter delivered by (1) UPS or FedEx; (2) USPS first class postage mail; or (3) USPS certified or registered mail, shall be deemed as having been received by the addressee three (3) business days after the date of mailing.

1.16 NEGOTIATIONS

The CCSO may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the CCSO. In the event an agreement satisfactory to the CCSO cannot be negotiated, the CCSO may terminate negotiation and move to another Offeror.

1.17 GOVERNING LAW

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

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2.0 CONTRACT INFORMATION

2.1 AWARD OF CONTRACT

The CCSO reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the CCSO.

The CCSO intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the fees proposed (**Total Proposed Price**). Award will not be based upon cost alone, and this solicitation does not commit the CCSO to award a contract or to award to that Offeror which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the CCSO reserves the right to accept any proposal either in part or in its entirety.

The CCSO intends to contract with a single Offeror and not with multiple Offerors doing business as a joint venture. Subcontractors may not be used in the conduct of this contract without express written approval of the CCSO. The CCSO reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract.

2.2 CONTRACT EXECUTION

The Offeror awarded the contract shall be required to execute the contract on the form in **ATTACHMENT F** (or as authorized by the CCSO) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

2.3 DEFAULT AND SUSPENSION

If an Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Procurement Specialist, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the CCSO without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the CCSO, or the solicitation may be cancelled and/or re-advertised for proposals as deemed in the best interests of the CCSO.

A Contractor, who has executed a contract with the CCSO, may be considered to have defaulted in the performance of the Contract, by: failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Charles County Sheriff's Office, Procurement Specialist, or CCSO Director. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the CCSO.

An Offeror/Contractor, who has defaulted as discussed above, may be declared by the Procurement Specialist to be ineligible to bid on future CCSO solicitations for a period of up to two (2) years from the date the CCSO determined the Offeror to have defaulted. This determination by the Procurement Specialist shall be final, and not subject to appeal.

2.4 TERM OF CONTRACT AND PRICING

The base term of the Contract shall begin on July 1, 2024 and end on June 30, 2025, with an option for four (4) 1-year renewals at the sole option of the Charles County Sheriff's Office/CCSO. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year. **Final end date if all options are awarded will be June 30, 2029.**

- **BASE TERM:** FY2025 Dates will be 7/1/2024- 6/30/2025 – NO PRICE INCREASE ALLOWED

- **OPTION YEAR 1:** (FY2026 Dates will be 7/1/2025-6/30/2026 – Price Increase request must be received no later than May 31 2026 based on CPI Calculation below.
- **OPTION YEAR 2:** (FY2027 Dates will be 7/1/2026-6/30/2027 – Price Increase request must be received no later than May 31 2027 based on CPI Calculation below.
- **OPTION YEAR 3:** (FY2028 Dates will be 7/1/2027-6/30/2028 – Price Increase request must be received no later than May 31 2028 based on CPI Calculation below.
- **OPTION YEAR 4:** (FY2029 Dates will be 7/1/2028-6/30/2029 – Price Increase request must be received no later than May 31 2029 based on CPI Calculation below.

Pricing Adjustment for Renewal Years:

Price adjustment- (When price adjustments are allowed in terms stated in Section above) If the offeror sustains a cost increase based upon the Consumer Price Index (CPI) as described below.

The baseline used for price escalation will be the 12 month period from January of the preceding year. (Example – Option Year 1 – July 1 2025 – June 30 2026, will be based on changes from January 2024 through December 2024). It is the contractor's responsibility to present such evidence at least sixty (60) calendar days prior to the Contract anniversary date.

Calculation further explained:

- The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI – All Urban Consumers, Medical Care Services, as follows:
- AREA: U.S. All City Average (Not seasonally adjusted), Medical Care Services Index, entitled "Consumer Price Index for All Consumers, Medical Care Services (CPI-U, MCS)."
- SERIES ID: CUUR0000SAM

Series Id:	CUUR0000SAM
Not Seasonally Adjusted	
Series Title:	Medical care in U.S. city average, all urban consumers, not seasonally adjusted
Area:	U.S. city average
Item:	Medical care
Base Period:	1982-84=100

The following example illustrates the computation of percent change:

CPI-U, MCS for current period	421.716
Less CPI-U, MCS for previous period	410.256
Equals index point change	11.450
Divided by previous period CPI-U, MCS	410.256
Equals	.028
Result multiplied by 100	0.028 x 100
Equals percent change	2.8

Reduction in the CPI-U. MCS will not result in reductions to the Contractor's rates, however subsequent increases may not result in increase in the Contractor's rates until those increases exceed prior reduction.

2.5 PURCHASE ORDERS / INVOICE / PAYMENT TERMS

The Contractor shall be issued purchase orders for work to be performed. Payment shall be made after satisfactory completion of work and submittal of invoice(s). "Satisfactory completion" includes, but may not be limited to, final approval by the CCDC Director or Designee.

Invoices shall include, but may not be limited to:

- Invoice number;
- Purchase order number;
- Contract description of work performed;
- Contract pricing;
- Payment terms; and
- Remit to address.

Invoices shall be submitted to:

Charles County Sheriff's Office/CCDC

PO Box 169

La Plata, MD 20646

Or Emailed to ccsoap@ccso.us

NO SERVICE SHALL BEGIN until receipt of a purchase order or other notification by Charles County Sheriff's Office Procurement Specialist.

No reimbursement shall be made for mileage, vehicle fuel, and /or travel time. The Contractor is instructed to take these factors into account when preparing their bid for unit pricing.

CCSO Reserves the right to withhold any and all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

2.6 LIQUIDATED DAMAGES / PERFORMANCE CRITERIA

The CCDC Director or designed will monitor performance criteria monthly. Failure to meet said criteria listed, at any time or as designated, shall result in the Contractor being responsible for the Non-Performance Penalty. The CCDC Director or designee shall document each penalty, and forward it to the HSA. Each penalty shall be deducted from the monthly invoice by the offeror.

The enforcement of all Performance Criteria shall begin with the approval of a new agreement and shall not be limited or restricted by past enforcement practices used during current or previous Agreements.

Any violation of Performance Criteria found separate from the Monthly Quality Audit Process shall result in the non-performance penalty being imposed by the CCDC Director or designee.

The CCDC Director or designee shall conduct a monthly audit of facility medical records with the assistance of the HSA and the use of electronic medical record reports.

The audit checklist shall include but not be limited to the following criteria:

- Screening within four hours
- Physical exam within 14 days
- Annual exam, as appropriate
- Transfer screenings as required
- Electronic medical records are up to date and all medical data recorded before the close of the shift
- Sick call within 48 (72 on weekend) hours of referral
- 90-day dental exam completed and recorded
- Medications ordered as prescribed
- Pre-release screening was conducted, as appropriate
- Laboratory and specialty services provided, as appropriate

Attachment B, Performance Requirements provides performance requirements in conjunction with the monthly audit process.

All Performance Penalties for a given month shall be reviewed at the Medical Audit and Quality Assurance Program meeting, the offeror shall ensure the monthly invoice submitted includes these deductions.

An annual unannounced Peer Review, to include medications and laboratory results and outcomes; may be conducted by an independent consultant at the request and expense of CCSO/CCDC. Results of the peer review shall be made available to the Successful Offeror and penalties shall be assessed for any violation(s) that had not previously been included in the penalty deductions.

2.7 BID/AWARD PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Procurement Specialist: (a) within ten (10) calendar days after the Purchasing Division has publicly posted the proposed contract award, if an Offeror seeks as a remedy the award of the contract, or (b) before the submission date for proposals, if an Offeror seeks as a remedy the cancellation or amendment of the solicitation. **Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Sheriff's Office"**. The Procurement Specialist, may, at his sole election, return the filing fee to the protesting Offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Procurement Specialist must dismiss any protest not timely received.

Only an Offeror that is "aggrieved" is eligible to file a protest. Aggrieved means that the Offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Offeror making the protest.

The Procurement Specialist shall forward to the Charles County Sheriff's Office General Counsel Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Procurement Specialist shall also forward for the Charles County Sheriff's Office General Counsel Attorney's information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Procurement Specialist.

The Procurement Specialist, after consultation with the Charles County Sheriff's Office General Counsel Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the Offeror making the protest, and to the Charles County Sheriff's Office General Counsel Attorney. In the case of a sustained protest, the Procurement Specialist, after consultation with the Charles County Sheriff's Office General Counsel Attorney, shall determine what remedy shall be taken to redress the protest. All decisions of the Procurement Specialist shall be final, and not subject to appeal.

3.0 TECHNICAL PROPOSAL PACKAGE

SUBMIT SEPARATE FROM THE FINANCIAL PROPOSAL PACKAGE

3.1 Technical Proposal Instructions

Cost information shall not be included in the Technical Proposal.

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

3.2 Format of Technical Proposal

Inside a sealed package, described in The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal. In addition to the instructions below, responses in the Offeror's Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. "Section 9.3. Response...", "Section 9.4 Response..." etc.). This Proposal organization will allow CCSO officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

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

3.3 Tab 1 – Cover Letter - Transmittal Letter

The Transmittal Letter stating the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The Transmittal Letter must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall be noted by reference and appended to the Transmittal Letter. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to Part I – Instructions to Offerors, Section 7.8 – Public Information Act/Confidentiality Notice.

WARNING: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to all terms and conditions, the Executive Summary should so state.

3.4 Tab 2 – Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment F**), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Offeror has taken no exceptions to the requirements of this RFP, the **Contract (Attachment F)**, or any other attachments, the Executive Summary shall so state. Letter or memo which states that you have the approval and support of your governing body to submit such proposal.

3.5 Tab 3 – Offeror Technical Response to RFP Requirements

- a. The Offeror shall address each Scope of Work requirement (i.e., each subsection of **Section 8**) in its Technical Proposal and describe in detail how it will deliver the required services and how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the

requirement(s). The Technical Proposal shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including timelines. **The Technical Proposal shall include a response to each subsection of section 9 (e.g. 9.1.k, 9.12.b, etc.) with an explanation of how the work will be performed for each subsection of Section 9 Scope of Work. Merely responding that the Offeror will comply is not sufficient.**

Any paragraph that requires plans, databases, reports, manuals, systems, etc. shall include draft plans, reports and detailed descriptions of the databases and systems. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

- b. The Offeror shall provide a draft Problem Escalation Procedure that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

c. Non-Compete Clause Prohibition:

The CCSO seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and to maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's Staff working on the CCSO contract shall be free to work for the contractor awarded the CCSO contract notwithstanding any non-compete clauses to which the Staff may be subject. The Offeror agrees not to enforce any non-compete restrictions against the CCSO with regard to these Staff and agents if a different Offeror 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 Staff shall not be restricted from working with or for any successor contractor that is awarded the CCSO contract. In the event the CCSO determines that the Contractor or its agent has invoked a noncompete clause to discourage Staff from agreeing to work for a successor contractor in violation of RFP requirements, it could be cause for cancelation of contract.

3.6 Tab 4 – Experience and Qualifications of Proposed Staff

The final staffing plan shall be formalized as the Contractor's initial staffing plan. The Contractor's staffing plan is subject to the following limitations:

- a. An offeror must include all positions specifically required under this RFP, including non-clinical positions **(Attachment A, Key Personnel)**
- b. The Offeror shall submit a Staff skills and qualifications matrix in its own format to summarize relevant experience for the proposed Staff, including any subcontractor Staff. Offeror and subcontractor Staff experience shall be presented in two separate matrices. **(Attachment H, Intended Sub Contractor Form)**
- c. The Offeror shall describe in detail how the proposed Staff's experience and qualifications relate to their specific responsibilities, including any Staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this RFP. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

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

- d. Management structure it will utilize upon award, and provide an organization chart that illustrates this management structure.

3.7 Tab 5 –Offeror Qualifications and Capabilities

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

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

3.8 Tab 6 – References

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

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

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

3.9 Tab 7 – List of Current or Prior Government Body Contracts

- a. Provide a list of all contracts with any entity in the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:
 - i. The contracting entity;
 - ii. A brief description of the services/goods provided;
 - iii. The dollar value of the contract;
 - iv. The term of the contract;
 - v. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
 - vi. 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.
- b. Information obtained regarding the Offeror's level of performance on contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered a part of the experience and past performance evaluation criteria of the RFP.
- c. Provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, in whole or in part within the past five years. Terminated contracts for convenience include contracts with renewal options when an available option was not exercised by the contracting entity (customer). For any such instance, identify:
 - i. The contracting entity;
 - ii. The nature of the contract;
 - iii. The value of the contract;
 - iv. The original term of the contract;
 - v. At what stage the contract was terminated;
 - vi. The reason for the termination; and
 - vii. A contact person (including name, title of contract, phone and email address) at the contracting entity that can be contacted for verification of the provided information, or for additional information.

3.10 Tab 8 – Financial Capability

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

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

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

3.11 Tab 9 – Certificate of Insurance

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 7.4. See Section 7.4 for the required insurance certificate submission for the recommended Offeror. **(See Attachment J, Insurance Requirements)**

3.12 Tab 10 – Subcontractors

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or SLBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Sections 7.6 for additional Offeror requirements related to Subcontractors. (Insert **ATTACHMENT K, SLBE AFFIDAVIT & ATTACHMENT L, MBE AFFIDAVIT Form** in this tab)

3.13 Tab 11 – Legal Action Summary

This summary shall include:

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

3.14 Tab 12 – Additional Required

The following documents shall be completed, signed and included in the Technical Proposal:

- a. Completed and Notarized Non-Collusion Affidavit (**ATTACHMENT M, CCSO Non-Collusion Affidavit**)
- b. Completed No Bid Form – If applicable. (**ATTACHMENT N, No Bid Form**)

3.15 Tab 13 – Additional Items

Provide any additional information about your firm that you feel would be of value to the County in the selection process. Include a narrative that demonstrates understanding of the County's potential problems, unique issues, and special concerns with respect to Clinical and Emergency Medical Services, Ancillary Services, Mental Health Services, Employee Health Program, Electronic Medical Records Information System Requirements, System Support and Medically Assisted Treatment Program. State the reasons why your firm should be selected by the County to assist the County in addressing these issues or special concerns

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4.0 FINANCIAL PROPOSAL PACKAGE

SUBMIT SEPARATE FROM TECHNICAL PROPOSAL PACKAGE

Original proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

4.1 TAB 1 - COST PROPOSAL

The cost proposals shall be submitted on the Cost Proposal form. (**ATTACHMENT G, *Cost Proposal Form***). All blank spaces of the form shall be fully completed in legible ink or typewritten. All prices shall include all profit, overhead, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation. An Offeror may only submit one (1) ***Cost Proposal Form*** in response to this solicitation.

The Attachment G ***Cost Proposal Form*** must be signed by an officer authorized to make a binding commitment for the Offeror submitting the Proposal.

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5.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All materials, conferences, proposals and other matters related to this project shall remain confidential until the contract is executed with the selected Offeror. The CCSO may use any appropriate technical resources to assist during any part of the evaluation process.

5.1 RESPONSIVENESS REVIEW

The CCSO will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the CCSO. Any deficiencies will be reviewed and determined by the Procurement Specialist.

5.2 EVALUATION

The Charles County Sheriff's Office evaluation committee will evaluate responses to this RFP and select those contractor's judged to be most qualified. It is the Charles County Sheriff's Office intent to open and review each contractor's response to determine qualification and experience. If the CCSO evaluation team determines that the offeror has a satisfactory

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified in the RFP. The CCSO reserves the right to conduct the evaluation in any manner considered in the best interest of the CCSO. The CCSO may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the CCSO to identify the proposal that best meets the CCSO's needs.

If the evaluation committee determine's the offeror's Technical Response to be acceptable, the envelope containing the offeror's Financial Proposal will then be opened. While the lowest responsive Price Proposal will not necessarily be the basis of selection, cost will be a major consideration in the selection process.

Since it is the CCSO's desire to select the most qualified Offeror, the evaluation committee reserves the right to schedule oral presentations of those Offerors it deems most qualified, to take place within ten (10) days following notification.

Selection Criteria that may be used by the evaluation committee to include:

1. Responsiveness to the scope of work and instructions to the offerors;
2. Past performance of the offeror including timely completion of projects, compliance with the scope of work performed within the budgetary limitations, and user satisfaction.
3. Specialized experience and technical competence in administering health care services in the past five (5) years, including qualifications of staff members who will be involved in this contract.
4. Oral presentations, if required.
5. Composition of the principles and staff assigned to perform the services, particularly the proposed on-site HSA and immediate staff, and their qualifications and experience providing health care services that are being proposed.
6. Adequacy of the personnel of the Offeror to perform the proposed scope of work.
7. Contractor's capacity to perform the work giving consideration to the current workloads.
8. Contractor's familiarity with problems applicable to this type of service.
9. References from previous clients, including size and scope of services provided.
10. Price Proposal.

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described in **Section 6.2**. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror's proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e. SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal's evaluation score).

6.0 SOCIO-ECONOMIC PROGRAMS

6.1 MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

Offerors are advised that Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational minimum goal of 25% MBE participation for each project. The use of MBEs is strongly encouraged.

The CCSO recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The CCSO will automatically recognize MBE status for any Offeror certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government. Information concerning the Charles County MBE Registration Process may be obtained by contacting the Charles County Economic Development Division, at (301) 885-1340 x2202.

The solicitation documents included herein contain a form entitled "Minority Business Enterprise Utilization Affidavit". This document indicates the MBE certification status of the Offeror, as well as the level of participation of any MBE sub-contractor(s) or supplier(s). Offerors are required to complete this form and submit it with their proposal. The awarded Offeror(s) shall be required to report MBE Utilization to the CCSO post award on the CCSO's "MBE Utilization – Post Award" form, if they have proposed any MBE usage.

The Charles County Government maintains a list of registered MBE Offerors on the Economic Development website located at <http://www.meetcharlescounty.com/local-minority-business-programs/>.

6.2 SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

Offerors are advised that Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE Offerors responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the Offeror's proposal is submitted.
- Complete the attached SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE Offerors. Offerors must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals. Information concerning the Charles County SLBE Registration Process may be obtained by contacting the Charles County Economic Development Division, at (301) 885-1340 x2202.

The CCSO maintains a list of registered SLBE Offerors on the Economic Development website located at <http://www.meetcharlescounty.com/local-minority-business-programs/>.

7.0 MISCELLANEOUS TERMS

7.1 INCURRING COSTS

The CCSO is not liable for any costs incurred by the Offeror prior to issuance of contract.

7.2 INDEMNIFICATION CLAUSE

The Contractor shall protect, hold free and harmless, defend and indemnify the Charles County Sheriff's Office, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents and employees.

7.3 PAYMENT OF TAXES

The Offeror awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The CCSO tax exempt status cannot be transferred to the Contractor.

7.4 INSURANCE

See Attachment J, INSURANCE REQUIRED.

7.5 PERFORMANCE EVALUATIONS

The CCSO shall perform periodic performance evaluations, at the CCSO's discretion, on all Work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the CCSO's contract files.

7.6 SUBCONTRACTORS

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the CCSO. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Subcontracts for any portion of this contract must be clearly identified in the Offeror's proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Contractor(s) shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation.

7.7 NEWS RELEASE

No news releases pertaining to this proposal request or the service, study, or project to which it relates will be made without CCSO approval.

7.8 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE

Offerors should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal and provide justification of why the material should not be subject to disclosure by the CCSO upon request under the Maryland Public Information Act. Offerors may not declare

their entire proposal package to be confidential or proprietary. Failure to provide specific identification and justification may result in the CCSO releasing the information if requested to do so.

7.9 CAMPAIGN FINANCE REFORM ACT OF 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that Offerors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Offerors shall certify that they have filed the requisite disclosure, and if the Offeror fails to provide this certification, the CCSO must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

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8.0 INTRODUCTION

8.1 Background

The Charles County Detention Center (CCDC) is a 425 bed facility located in La Plata, Maryland. It is a linear-style, indirect supervision facility that houses sentenced and pre-trial male and female detainees, from minimum to maximum levels of security. The facility is managed daily by a Director and comes under the administrative authority of the Sheriff of Charles County.

In addition to a 12 cell booking area for detainees and new admissions, the facility maintains 9 general population, and 10 special needs, housing units. The Medical Unit includes the medical clinic, dentistry lab, medical administration area, and medical observation housing with 14 cells- including 1 padded cell and 3 negative pressure isolation cells. There is a designated workspace for routine medical functions to be performed in a sanitary and private environment and includes a storage closet and staff restroom. The facility also maintains a separate Biohazard & Waste Room. A designated workspace for mental health services is located elsewhere within the facility.

CCDC ADP currently is 185. The number of bookings in 2023 was 3,246. For historical purposes, 2022 bookings were 2,978, and 2021 bookings were 2,671.

The medical department is staffed seven days a week, twenty-four hours a day to provide a continuum of health care. CCDC and CCSO Maintenance staff perform all maintenance services.

8.2 Facility/Equipment

The contractor may utilize the inventory that belongs to CCSO/CCDC exiting the first day of performance of the contract. All medical equipment purchased by CCSO will be the property of CCSO, and all office equipment purchased by the contractor for its performance under this contract will be the property of the contractor.

The CONTRACTOR is responsible for any licensing costs related to the use or addition of any programs used in providing medical care including the costs associated with any electronic medical records which will be hosted on-premises.

The CONTRACTOR is responsible for the maintenance and repair of existing computer equipment. The CONTRACTOR will be responsible for the addition of any new equipment deemed necessary by the CONTRACTOR. Any new equipment will become the property of CCDC upon installation except for contractor-owned computers, printers, or fax machines.

CONTRACTOR shall inventory all equipment being utilized for health care services at the CCDC in January and July of each year for the term of the contract, and provide a copy of the inventory to the CCSO. Inventory must specify ownership of the items by the CCDC and the Contractor. CCDC has the right to perform any inspections and inventories at any time. Contractor shall inventory all equipment being utilized for health care services at CCDC upon taking over a new contract or upon termination of the contract.

CONTRACTOR is required to provide all medical supplies and replenish supplies as necessary to ensure that sufficient supplies are always on hand to permit the Contractor to provide services to patients.

CONTRACTOR is responsible for obtaining all certifications and inspections required on any medical equipment.

8.2.1 Medical Clinic

The medical clinic at CCDC contains the following areas to support the delivery of health care services.

- Biohazard and Waste Room
- Dental suite and dental lab
- Equipment storage room
- Examination rooms (3)
- Detainee waiting area
- Janitor's closet
- Telehealth Station
- Nurses' station
- Secure pharmacy room
- Small laboratory
- Staff restroom
- Vital Machines (2)
- Oxygen Racks (1)

8.2.2 Medical Exam Area:

The Medical examination areas contain the following equipment:

- Dental x-ray processor (1)
- Exam light with mobile stands (1)
- Exam stool with castors (1)
- Exam tables (3)
- Physician's scale (1)
- Wheelchair (5)
- Medication Distribution Carts (2)
- Oxygen Concentrator Machine (1)

8.2.3 Dental Treatment Area

The Dental treatment area in the clinic contains the following equipment:

- Air compressor (1)
- Chair mounted dental delivery system (1)
- Dental Assistant's stool (1)
- Dental light (1)
- Dentist's stool (1)
- Intra-oral x-ray unit (1)
- Laboratory Sterilizer (1)
- Patient dental chair (1)
- Rear Mounted Delivery System (1)
- Vacuum-pump (1)
- Variety Dental Tools

8.2.4 Medical Administration Area

The medical administration area is located adjacent to the medical clinic and provides offices and support space for medical personnel. The medical administration area contains the following:

- Administrative Assistant's office (1)
- Medical Administrator's office (1)

- Medical Escort Deputy's office (1)
- Mental Health office (1)
- Nurse supervisor's office (1)
- Staff restrooms (1)
- Storage room (1)

File cabinets, desks, chairs, etc. that are required beyond what is already on site upon commencement of the contract shall be provided by the CONTRACTOR. All such items shall become the property of the CCDC at the termination of the contract, with the exception of office equipment such as computers, printers, and fax machines, these will remain the property of the CONTRACTOR.

9.0 PROJECT SPECIFICATIONS AND SCOPE OF WORK

Charles County Sheriff's Office (also referred to as CCSO throughout RFP) is seeking proposals from qualified contractors for providing quality health care services for people confined in the Charles County Detention Center (CCDC). The Contractor will be required to administer medication and provide triage and sick call services. The CCSO requires the use of professionally licensed or certified staff to perform the various functions needed to provide quality health care to our detainees.

CCDC desires that the majority of detainee health care services be provided inside the CCDC by the CONTRACTOR'S staff.

The responsibility for the provision of health care services to people confined in CCDC commences with the commitment of the person to the custody of the CCDC and ends with their release from custody. The current program requirements include detainee medical screening, admissions evaluation, triage, sick call, care of medically fragile detainees, psychiatric screening, suicide risk assessments, mental health services, medical clearances for intra and inter-agency transfers, work clearances, and continuing care of identified health problems, detoxification, and emergency services.

The successful health care provider (CONTRACTOR) will provide for medical and mental health staffing and services that meet or exceed the level of quality in accordance with National Commission on Correctional Health Care (NCCHC) including Correctional Mental Health Care standards, Maryland Commissions of Correctional Standards (MCCS), Annotated Code of Maryland, American Correctional Association (ACA) and Charles County Detention Center policies and procedures, any state/federal laws and any updates throughout the life of the agreement. This facility is currently NCCHC Accredited. The expectation is that the provider will maintain these current accreditations and be compliant with NCCHC for the duration of the contract. The expectation is that the provider shall also be compliant with ACA standards, should the facility seek to obtain ACA Accreditation in the future. Failure to maintain NCCHC certification shall result in a performance penalty of \$20,000 and \$1,000 each day until certification is obtained. **(Appendix B, Performance Requirements)**

Stated below are features of the program. Said inclusion is not meant to limit the program's scope but is intended to describe some of the more salient components of the program. It is the responsibility of the CONTRACTOR to be informed and aware of all regulations and requirements that are imposed or placed on the medical services CONTRACTOR.

9.1 Specifications and Requirements

- a. CONTRACTOR shall operate the program in a cost-effective manner with full reporting and accountability to the CCDC Director or designee.

- b. CONTRACTOR will provide for adequate staffing to meet the service level expectations of the agreement including, but are not limited to:
 - 24 hours per day and 7 days per week coverage
 - Daily sick call
 - 24 hour emergency/on-call physician
 - Meeting a four (4) hour window to screen every new detainee upon arrival for medical and mental health problems
 - Full physical for all lodged detainees within 14 days of admission in accordance with NCCHC Standards
 - Mental Health Screening in accordance with NCCHC standards
- c. CONTRACTOR shall have a process in place to investigate any insurance providers that may be responsible for medical costs during a detainee's incarceration period.
- d. CONTRACTOR shall be responsible for the recovery of all eligible costs, this includes full knowledge and participation in the activities required by the state and federal guidelines of the Affordable Care Act.
- e. CONTRACTOR will be responsible for verification of detainees signed up for the Affordable Care Act, assisting with sign up, making sure any detainee hospitalized or about to be hospitalized is signed up and costs are processed by the hospital to the appropriate insurance coverage before accepting responsibility for the costs or passing the costs onto the CCSO.
- f. CONTRACTOR shall maintain an open and cooperative relationship with the CCDC staff and other CCSO representatives.
- g. CONTRACTOR shall be responsible for ensuring that any problems and/or unusual incidents are reported by its staff to the CCDC Director or designee.
- h. CONTRACTOR shall ensure that the healthcare status of detainees admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
- i. CONTRACTOR shall be responsible for full, current, and detailed knowledge of and compliance with, the pertinent requirements of federal and Maryland state laws, their implementation of regulations and guidelines promulgated there under as they pertain to the services requested herein.
- j. CONTRACTOR shall operate the program in a constitutionally humane manner concerning the detainees' rights to basic services.
- k. CONTRACTOR shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory charges, x-rays, and other diagnostic services as required, indicated, or ordered by CONTRACTOR.
- l. CONTRACTOR shall administer first responder emergency medical care to any employee or visitor of the CCDC who requires such care.

9.2 Personnel – (Reference NCCHC requirements Section C, Personnel and Training and Standard J-A-02, Responsible Health Authority)

- a. CONTRACTOR will recruit, interview, hire, train and supervise all health care staff. Healthcare staff must be adequate to meet all conditions and specifications of the contract and fully meet the requirements of NCCHC Standards. (refer to Section C, Personnel and Training and Standard J-A-02, Responsible Health Authority)
- b. All health services staff providing services under this contract must be licensed or certified to practice in the State of Maryland and comply with all current and future applicable Maryland professional practice act regulations and be able to pass a criminal background check.

- c. The CONTRACTOR shall provide a full-time, on-site Health Service Administrator (RN) who will have day-to-day responsibility for coordinating and controlling the activities of the health care professionals and managing the entire health care delivery system with the CCDC facility.
- All parties to the contract must agree upon the person placed in the position. This will ensure that the health care professionals may interact as may be necessary and appropriate, that health services are delivered most efficiently, and that costs and quality of services are centrally monitored and controlled.
 - HSA is the primary liaison between CCDC Director or designee and will be single point of accountability on all matters relating to the CCDC Healthcare program. This person will have the authority and responsibility to resolve and satisfy all problems, needs, and expectations of the corrections administration and CCDC population.
 - HSA shall be solely assigned to the CCDC facility (cannot have shared responsibilities at any other facility) and only work in the capacity and hours identified elsewhere in the RFP policy.
 - Should the HSA position become vacant, the Contractor shall have 30 calendar days to fill the position. All parties to the contract must agree to the replacement for the HSA position
- d. CONTRACTOR shall make provisions in their staffing plan to cover periods of vacation, educational, or sick time by including appropriate relief factors and per diem staff. The CONTRACTOR shall specify in their staffing plan relief factors.
- Annual staffing plan should include information on which positions are backfilled and which are not, i.e. registered nurses would be backfilled if they call in sick, and the HSA would have paid time off and not be backfilled.
 - The annual staffing plan is intended for budgeting purposes and should include a standard monthly cost. Fluctuations in staffing will be allowed for administrative positions. The positions related to direct health care as represented in the Key Personnel Appendix (**Attachment A, Key Personnel**) minimum staffing plan will be required to be filled for each shift.
- e. CONTRACTOR must provide required personnel for all shifts under all conditions and circumstances (including inclement weather, and strikes) and fully meet all expectations of NCCHC requirements and performance standards. Failure to meet required staff on-site per key personnel requirement (**Attachment A, Key Personnel**) shall result in a penalty of \$500 per occurrence/\$100 per day that this is not corrected. (**Attachment B, Performance Requirements**)
- f. The CCSO will conduct a comprehensive background investigation on all health services staff recruited to work in the CCDC. All CONTRACTOR staff will be required to pass this full background prior to working in the CCDC even temporarily. Any CONTRACTOR employee who does not satisfy the security clearance, at the sole discretion of the CCSO, shall not be allowed access to the CCDC.
- CONTRACTOR staff must have completed formal orientation instruction before being permitted into CCDC.
 - This specifically applies to any staff that is a Non-Permanent Employee, including per diem personnel.
 - Any non-permanent or per-diem employee who has not entered the facility within 40 days must repeat the required basic orientation.
- g. CONTRACTOR staff will have an ongoing duty to report criminal arrests or violations to the CCSO.
- h. CCSO reserves the right to immediately exclude any CONTRACTOR employee from the CCDC to preserve institutional safety and security.

- i. CONTRACTOR staff shall be subject to and shall comply with all security regulations and procedures of the CCDC. Violations of the regulations may result in the employee being denied access to the CCDC. In this event, the CONTRACTOR shall provide alternate personnel.
- j. CCSO shall provide security for the CONTRACTOR staff consistent with the security provided to other CCDC staff.
- k. CONTRACTOR staff shall adhere to the same standards in place for CCSO employees with regard to harassment, alcohol and drug-free workplace, violence in the workplace, Electronic Systems and Equipment Use Policy, or any other current or future policy that impacts CCSO employees.
- l. Temporary Agency medical personnel shall not be routinely used. Permanent Contractor staff shall be the only authorized personnel permitted to work in the CCDC. Emergency exceptions must have prior approval by the Sheriff or his designee. In this instance, immediate criminal history checks must be performed and random drug tests performed and be paid for by the contractor.
- m. All CONTRACTOR employees will be required to sign in and out upon arrival and leaving the CCDC facility. Any CONTRACTOR employee not signed in and/or out shall result in a performance requirement penalty of \$100 per occurrence (**Attachment B, Performance Requirements.**)
- n. This daily roster (Example in **Attachment C, Daily Sign-In Sheet**) shall be kept on file at CCDC to audit that Key Personnel requirements (**Attachment A, Key Personnel**) are being met.
- o. CONTRACTOR shall specify its credentialing procedures for professional staff employed at the CCDC based on the current NCCHC standards. Procedures shall meet the requirements of local and state jurisdictions. Copies all current licenses, DEA numbers and Board Certification information shall be kept on file in the HSA administrator's office and supplied to CCDC Director or designee upon request.
- p. CCDC Director or designee may direct the CONTRACTOR to replace any personnel (Not limited to **Attachment A, Key Personnel**) who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation.

9.3 Laboratory and Other Testing Services

- a. CONTRACTOR will provide all laboratory and other testing services with either in house staff or contracted staff to come into the CCDC to complete the testing with minimum transfer costs to the CCDC.
- b. CONTRACTOR clinician shall review all routine laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between clinical observations and laboratory results. The clinician on-call will be notified immediately of all STAT reports as well as all critically abnormal results.
- c. A list of critically abnormal lab values will be available for healthcare staff reference at all times.
- d. Provide blood borne pathogen testing when it is determined that CCDC staff or CONTRACTOR staff have been exposed by a detainee.
- e. Provide onsite diagnostic testing such as x-rays and ultrasounds
- f. All diagnostic testing shall be performed by qualified technicians and read by Board Certified Clinicians.
- g. Abnormal results shall be called or faxed to the healthcare staff and relayed to the in house clinician or on call clinician immediately for disposition.

- h. CONTRACTOR shall ensure that all results are reported to the institution and placed in the medical record within 24 hours.

9.4 Health Screenings and Assessments

The CCDC books detainees 24 hours per day, 7 days per week, including all holidays. The receiving and booking of detainees are performed in the booking/intake area. The intake area must be staffed 24/7. In addition to the medical staffing provided at intake, Contractor will provide a licensed mental health professional for the booking area to be on call 24/7 that can be onsite as emergencies arise. The CCDC intake officer will monitor new detainees and immediately notify medical staff to respond for persons who appear to be unconscious, semiconscious, bleeding, mentally unstable, severely intoxicated, exhibiting symptoms of alcohol or drug withdrawal, or otherwise urgently in need for care and medical clearance into the facility.

Detainees brought by outside agencies will be screened by CONTRACTOR prior to admission into the facility to verify that they are fit for confinement.

- CONTRACTOR staff may determine that further medical examination or treatment is required for medical clearance.
- If admission is deferred, the detainee will be transported to the local hospital by the arresting agency for documentation of examination/emergency treatment or refusal of treatment.
- Upon return to CCDC, copies of hospital documents will be provided to CONTRACTOR for follow up.

Once the incarcerated individual is committed, CONTRACTOR will complete a medical screening. Services received by CONTRACTOR will consist of:

- a. CONTRACTOR will perform Health Screenings that comply with NCCHC standards.
- b. Contractor shall perform a receiving screening examination on all detainees within four (4) hours of the detainee's committal at the CCDC. Contractor shall review the exam with the minimum qualifications of a Registered Nurse (RN). Failure to complete the screenings within the four (4) hours shall result in a performance requirement penalty of \$500 per occurrence (**Attachment B, Performance Requirements**).
- c. In instances where the detainee presents with acute and/or serious chronic medical problems, a CONTRACTOR shall report to the Director or designee and make a determination as to whether the detainee should remain committed into the facility and placed in the Medical Unit or transported to the nearest hospital. It should be noted that all detainees shall be accepted regardless of their illness, disease, or injuries, whether chronic or acute, and the CONTRACTOR shall be responsible for all medical treatment and costs. The receiving screening shall be documented in an electronic medical record that meets or exceeds applicable standards addressed in the MCCS and NCCHC standards.
- d. The receiving screening shall include but is not limited to:
 - Vital signs, current and past illnesses and health issues, including mental health, Medication Assisted Treatment (MAT), dental problems, and communicable and infectious diseases, including screening for tuberculosis, and offer to complete HIV screening.
 - Suicide and mental health screenings shall be completed in the electronic Mental Health record separated from the medical record by appropriate cyber-security and shall meet or exceed applicable standards addressed in MCCS and NCCHC standards.

- Use of alcohol and other drugs to include opioids, including type(s) of drugs used, mode of use, amounts used, frequency used, date and time of last use, and history of any problems that may have occurred after discontinuing use (e.g., convulsions).
- The screening shall include questions regarding opioid use and current treatments.
- Possibility of pregnancy and confirmation.
- Disposition such as:
 - Referral to an emergency health care facility
 - Placement in the general detainee population
 - Referral to the health care services and dental services
 - Placement in medical isolation and observation
 - Placement in observation area (waiting for psychiatric evaluation)
 - Referral to mental health services
 - The name and health insurance numbers of the detainees' health insurance coverage to include eligibility for Medicaid coverage or the Affordable Care Act.
 - Referral to the MAT program.
- Observation of:
 - Identification marks, body deformities and ease of movement
 - Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse. This will include a direct observation of skin areas under clothing to detect any "staph" infections.
 - Behavior, including state of consciousness, mental status, appearance, conduct, tremor, sweating, etc.
- e. Medication brought into the facility by a detainee following arrest, reporting for sentence, or removal from a program shall be confiscated and turned over to the HSA and stored in accordance with CCDC Policy on Control of Medication/Syringes.
- f. The CONTRACTOR shall ensure that there is a request for medical information from the community pharmacies to verify the information within 24 hours of intake and from community physicians to obtain information pertinent to treatment history within 48 hours of intake. This information shall immediately be relayed to medical and mental health providers
- g. The CONTRACTOR shall assist the CCDC with gathering all relevant medical information and identification of family members or responsible party to be named as a legal medical guardian in the event that the detainee appears to be unable to provide proper informed consent to medical treatment.
- h. Reception Health Screening Form is signed by the detainee and will become part of their individual medical file.

9.5 Physical Examination and Sick Call

- a. A physical examination (health appraisal) of newly arrived detainees shall be completed within fourteen (14) days after arrival at the CCDC. Physical examinations under the direction of the physician will be conducted by the Physician, Physician's Assistant or Nurse Practitioner. The only exception to the 14-day time frame shall be for detainees participating in their initial weekend sentence or the Work Release Programs. In both instances, the physical shall occur within the first forty-eight (48) hours following notification by CCDC staff. Failure to complete physical exams within 14 days shall result in a performance requirement penalty of \$500 per occurrence, **(Attachment B, Performance Requirements)**.
- b. The physical examination shall include, but is not limited to:

- Review of the Intake medical data to include mental health
- Record vital signs, height, weight, etc.
- Complete History and Physical examination
- Mental Health Evaluation
- Dental Screening
- Vision and Hearing Screening
- Routine blood sampling for screening and urine sampling
- Tests and Examinations as required/indicated
- Initiation of any required treatment within 24 hours of the physical examination
- Development and implementation of an electronic treatment plan with clear, measurable objectives
- Initiation of therapeutic measures as appropriate
- Proper signatures, co-signatures, dates, and times
- Documentation in the electronic medical record
- Laboratory tests conducted within the 14-day period required by MCCS. Testing shall be for medical problems indicated. The CONTRACTOR shall promptly report communicable/infectious disease reports to the Charles County Department of Health and/or Maryland Department of Health and Mental Hygiene as required by law.
- An annual physical examination, including a PPD test, shall be conducted for all detainees remaining at the CCDC for a one-year period. Failure to complete annual physical exams shall result in a performance requirement penalty of \$1,000 per occurrence (**Attachment B, Performance Requirements**).
- **SICK CALL PROCESS:**
 - **Sick Call** – CONTRACTOR staff shall conduct sick call according to NCCHC standards for jail facilities and the standards set forth by the CCDC. Detainees submit Sick Call Slips to a lock box in the housing unit. Sick Call Slips shall be collected daily, and triaged by CONTRACTOR staff within twenty-four (24) hours. CONTRACTOR staff will conduct sick call within 48 hours after the submission of a Sick Call Slip. Subsequent referrals shall be made in accordance with the aforementioned standards.
- **Preferred Sick Call time of 08:30- 14:30**
- All physical examinations, screenings, and sick calls shall be coordinated with the security staff so that the total amount of detainee movement is limited to the minimum extent possible.
- Detainees treated at sick call, and whose condition warrants a further sick call visit, shall be seen on the day specified by the initial sick call physician or Nurse Practitioner or Physician's Assistant. Detainees discharged from the Medical Unit shall be seen at sick call for a follow-up visit (as specified) by CONTRACTOR and this visit shall be documented in the electronic medical record.
- Daily services, e.g., scheduled sick calls, follow-up visits, and specialty clinics, shall not be canceled or changed to a different time or date by a health professional without obtaining prior permission from the Director or designee. Failure to comply shall result in a performance requirement penalty of \$500 per occurrence. (**Attachment B, Performance Requirements**).
- Detainees precluded from attending appointments in the clinic shall receive sick call services at his/her place of confinement.
- Routine medical services such as taking vital signs shall occur on post to eliminate unnecessary movement to the medical unit.

- In the event it is deemed medically advisable to quarantine a detainee suspected of communicable disease, the detainee will be housed in the appropriate isolation area. The CONTRACTOR shall utilize appropriate housing measures.
- Detainee's refusals of sick calls or any medical treatment or medication shall be documented with justification and recorded in the electronic medical record with the reason for refusal.
- The CONTRACTOR shall maintain an electronic log of all sick call encounters and referrals. This data shall be formatted in a daily summary report and submitted monthly to the Director or designee. The log shall, at a minimum, contain the following:
 - Detainee name and Detention Center Number (DC#)
 - Date the sick call slip was submitted
 - Date detainee was seen on sick call
 - Nature of complaint
 - Triage decision
 - Date and time of triage decision
 - Name and credentials of the person making the triage decision
 - Date scheduled to be seen
 - Date of referral to a specialist to include specialist discipline
 - Detainee refusal assessed and documented

9.6 Referrals

- a. When hospitalization of, or specialty services for, a detainee is required, the CONTRACTOR shall be responsible for the arrangement and all costs associated with detainees' medical care and treatments.
- b. The CONTRACTOR shall abide by direction from the Director or designee with respect to hospital utilization in conjunction with minimizing detention officer commitment and maximizing public safety.
- c. The CONTRACTOR shall obtain routine outpatient/inpatient services from hospitals to meet the health care requirements of the detainee. When outside hospitalization is required, the CONTRACTOR shall coordinate with the security staff in arranging transportation and officer coverage. Whenever possible, the CONTRACTOR shall procure the services of nearby hospitals for inpatient services. Letters of intent from hospitals shall be submitted with the proposals.
- d. The CONTRACTOR shall make referral arrangements with other medical specialists, for treatment of detainees with problems that extend beyond the scope of clinics and services provided on-site. This includes special laboratory tests, x-rays, and other ancillary services.
- e. The CONTRACTOR shall arrange prenatal care for detainees. The CONTRACTOR shall also make arrangements for and coordinate with the hospital for delivery services.
- f. The CONTRACTOR shall not overrule medical treatment as recommended by the treating provider.
- g. The CONTRACTOR shall negotiate annual per diem or preferred provider rates with hospitals, pre-approvals, case management, utilization review, discharge planning, payment, and processing of all hospital and practitioner invoices. The CONTRACTOR shall pay all invoices within 60 days of the invoice date and make recommendations to enhance cost containment efforts.
- h. The CONTRACTOR shall apply for courtesy privileges at designated hospitals to follow the care of the detainees. The CONTRACTOR shall have six (6) months from the award of this contract to ascertain privileges. The CONTRACTOR shall consider that it will be financially responsible for all medically-related costs.

- i. The CONTRACTOR shall review all detainees for possible eligibility for Medical Assistance (Medicaid) and the Affordable Care Act (ACA) reimbursement. The review process shall be outlined in the proposal and shall be documented in the electronic medical record.
- j. Routine transport requiring ambulance service shall be the responsibility of the CONTRACTOR.
- k. The CONTRACTOR shall provide all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. The CONTRACTOR shall establish policies and procedures for the provision of prosthetics, regarding the frequency of eligibility, etc.
- l. The CONTRACTOR shall develop and implement a program for the care of chronic-care detainees. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing and recorded in the electronic medical record. Chronic care patients shall be provided a review by a physician minimally every three months and at greater intervals as per clinical practice guidelines.
- m. The CONTRACTOR shall be responsible for the entry of specialist notes/hospital notes, etc. diagnoses, and any relevant information into the electronic medical records within 48 hours of receipt.
- n. All medical specialists shall be Board certified in their specialty and must maintain certification for the term of the contract.

9.7 Emergency Services

- a. The CONTRACTOR shall provide 24-hour emergency medical care by qualified licensed providers.
- b. Emergency transport services shall be provided by the CCDC or the 911 system activating Fire Department ambulances and paramedics. The CONTRACTOR shall provide all necessary and pertinent information to the Fire Department personnel that will aid in emergency treatment and care. The CONTRACTOR is not responsible for escorting detainees out of the facilities.
- c. In the event of any emergency, the CONTRACTOR shall provide and pay for all emergency care, emergency transportation, and referrals to appropriate hospitals and physicians.
- d. Every effort shall be made to render care to detainee's onsite for emergency events as long as the onsite efforts are not contrary to the health and well-being of the detainee.
- e. The CONTRACTOR shall document in the Detainee's electronic medical record all emergency services provided to the detainee. All responses to a 911 event are the responsibility of the CONTRACTOR. When a 911 event has been responded to and referred to an outside hospital, a record from the outside hospital shall be secured by the CONTRACTOR. All 911-related reports shall be part of the electronic medical record.
- f. The CONTRACTOR shall maintain and test all emergency medical equipment including emergency carts per policies, manufacturer's recommendations, and NCCHC and MCCC requirements.
- g. A record of such maintenance and testing including the date and time of the inspection as well as the name and title of the person performing the inspection, repair, etc. shall be maintained in a database with searchable read-only access for approved CCDC staff.
- h. The CONTRACTOR shall provide emergency treatment for CCDC employees and visitors injured, or who become ill, while on the premises, without additional charge.
- i. The CONTRACTOR shall operate defibrillator (AED) devices in an emergency, as medically appropriate. The AEDs shall be the property of CCDC and shall be tested and maintained in accordance with industry standards. Supplies will be provided by CCDC (batteries, pads, etc.).
- j. The CONTRACTOR shall acknowledge the responsibility to respond to all custody "use of force" and similar incidents to evaluate and treat detainees and CCDC staff as necessary.

- k. The CONTRACTOR shall respond to and address medical issues pertaining to new detainees in CCDC, as requested by security supervisors.

9.8 Ancillary Services

- a. The CONTRACTOR shall utilize on-site company staff to provide ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory, x-ray, and other diagnostic services as required and indicated.
- b. The CONTRACTOR shall be responsible for the provision and payment of all ancillary/special medical services including, but not limited to, dental, vision services, audiology services, obstetrical services, radiology services and laboratory services to the extent reasonably necessary in the opinions of the CONTRACTOR'S medical health care professionals. Where non-emergency ancillary care is required and cannot be rendered at CCDC, the CONTRACTOR shall make arrangements with the CCDC for the transportation of the detainees for off-site care. All transportation costs for off-site treatment of a detainee are the responsibility of the CCDC.
- c. The CONTRACTOR shall develop and implement an infectious disease program that includes concurrent surveillance of patients and staff; preventive techniques; and treatment and reporting of diseases in accordance with local and state laws. The program shall be in compliance with the Center for Disease Control guidelines and OSHA regulations.
- d. CONTRACTOR shall monitor and make recommendations for detainees with regard to therapeutic diets. A registered or licensed dietitian shall evaluate regular and therapeutic diets for nutritional adequacy at least every six months. The CONTRACTOR shall work closely with the food service manager in assuring that allergies are medically indicated. A practitioner shall order special diets.
- e. CONTRACTOR shall be required to medically clear detained workers prior to work duties, including kitchen work, considering their overall good health for worker assignments with special consideration concerning contagious disease.
- f. CONTRACTOR will make provisions for the collection, storage, and removal of medical waste, bio-hazardous waste, and sharps containers in accordance with State and Federal regulations. The CONTRACTOR will be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies, for the disposal of bio-hazardous waste.
- g. CONTRACTOR shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the Facilities overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff.
- h. CONTRACTOR shall enter into separate formal or informal agreement with Food Service Contractor to perform Kitchen Staff annual physicals as required by law. (Past CONTRACTORS have had used such agreements as Food Service provides meals for Medical Staff daily)

9.9 Telemedicine

The CONTRACTOR shall propose specialty medical through audio and video equipment specifically designated and designed for medical meetings and consultation services. The proposal shall include how and when telemedicine could be used, how pricing could affect the use of telemedicine, and how telemedicine "visits" could be documented and followed up.

9.10 Mental Health

In addition to the health services requirements described herein, the CONTRACTOR will be required to provide for a comprehensive program of mental health services to detainees. By way of this procurement, the CCSO desires to integrate physical and mental health services by procuring both services from a single provider entity.

- a. The CONTRACTOR shall provide Experience and Qualifications as a Mental Health Provider (in addition to any Medical Experience and Qualifications as required elsewhere in this RFP). The proposal shall detail their experience and qualifications as a mental health provider to correctional populations, including any experience in transitioning mental health services from a previous provider.
- b. The CONTRACTOR will be required to provide mental health staff in sufficient numbers to meet the mental health screening, evaluation, and treatment needs of the CCDC population, in conformance with NCCHC Standards, MCCS Standards and CCDC policies. Staffing may be more than stated on **Attachment A, Key Personnel**, but no less.
- c. The CONTRACTOR will be required to submit in its proposal a program that describes the CONTRACTOR'S approach and methodologies related to the identification and prevention of suicidal and other self-injurious behaviors. The program for suicide prevention shall include the following:
 - Identification
 - Training
 - Assessment
 - Monitoring
 - Housing
 - Referral
 - Communication
 - Intervention
 - Notification
 - Reporting
 - Review
- d. Critical Incident Debriefing – CONTRACTOR shall participate in debriefings held after a critical incident has occurred within the facility which would prompt a reportable incident to the Charles County Sheriff.
- e. The CONTRACTOR will be required to meet daily with the CCDC staff to review detainees under constant watch and to discuss potential security needs.
- f. CONTRACTOR will be required to maintain an on-call protocol for mental health emergencies. Provide a description of the proposed mental health on-call coverage system.
- g. CONTRACTOR will maintain Mental Health records as part of the Medical/Mental Health record.
- h. CONTRACTOR will be required to provide prescription, administration, and management of psychoactive medications. Respondents should describe the proposed methods and procedures for the overall administration and management of psychoactive medications. The CONTRACTOR must describe and have in place prior to the start of the agreement, a method to obtain mental health medications which are needed on extremely short notice. Local pharmacies may be considered.
- i. Detainees entering the CCDC must be screened for mental illness at intake according to the standards set forth by the NCCHC. Respondents must describe their proposed methods for conducting initial intake screens and follow-up mental health assessments for newly admitted detainees. The description should indicate the personnel to administer the screenings and assessments, the timeframes for completion, disposition of the detainees with mental illness warranting treatment, and the documentation instruments to be utilized. The CCDC requires rapid initiation of mental health treatment services, including medications, for newly arrived detainees

who present a serious mental condition. The mental health screening will take place within the time periods set forth in NCCHC Standards, and must address at a minimum, the following:

- History of psychiatric treatment and outpatient treatment
 - Current psychotropic medication.
 - Suicidal indication and history of suicide behavior.
 - Drug and alcohol usage.
 - History of sex offenses.
 - History of expressively violent behaviors.
 - History of victimization due to criminal violence.
 - History of cerebral trauma or seizures.
 - Emotional response to incarceration.
 - History of Sexual Victimization, sufficient to meet PREA standards.
- j. CONTRACTOR must provide a description of the proposed mechanism for receiving and processing referrals of detainees for mental health services. The description should include documentation procedures and indicate the method for self-referral by detainees as well as referrals by medical, security, and administrative staff and family members of detainees.
- k. CONTRACTOR must describe its proposed mechanism for triaging detainee referrals and developing treatment plans for services. Detainees receiving mental health services should have a treatment plan that provides diagnostic information, outlines the services to be provided, and the timeframes and frequencies for follow-up services
- l. CONTRACTOR must describe its plan for delivering outpatient mental health services to detainees in the general population. The description should include types of services to be provided and the professional disciplines providing the services.
- m. CONTRACTOR must provide a case management plan for mental health services. The plan should outline the CONTRACTOR's discharge and aftercare planning process as well as liaison efforts with community service agencies. Many detainees with mental illness have a previous history of involvement with the County's public mental health system. The CONTRACTOR will need to develop a strong working relationship with the Charles County Local Behavioral Authority for the coordination of referrals and sharing of information as necessary to provide for a continuum of care.
- a. There is a grant available to the CONTRACTOR that is awarded the bid from this RFP. PLEASE CONTACT KARYN BLACK AT karynm.black@maryland.gov 301-FOR SPECIFIC REQUIREMENTS
- n. CONTRACTOR must describe its plan and procedures for responding to mental health related emergencies, including the placement of detainees into close observation cells, observation of detainees in close observation cells, and release of detainees from any special watch status. The CONTRACTOR will be required to participate in a brief daily case meeting with CCDC staff and medical staff to review the status of detainees on special observation status in order to make determinations regarding continuation of status or return of detainees to general population.
- o. CONTRACTOR must have a process and procedures in place for forced medication of detainees who are in a mental health crisis and either dangerous to self or others, which complies with the requirements of NCCHC.
- p. CONTRACTOR must detail its plan for coordinating the transition of management responsibility for mental health services, following the award of the contract, and prior to the startup of the new agreement, ensuring that no lapse in services occur.
- q. CONTRACTOR must have a process and procedures in place for forced medication of detainees who are in a mental health crisis and either dangerous to self or others, which complies with the requirements of NCCHC.

9.11 Discharge Planning

- a. The CONTRACTOR will have a discharge planning process for all detainees under medical or mental health care while incarcerated in our CCDC when it must continue after discharge.
- b. Upon completion of detainment, these individuals shall be provided a referral to a community clinician for on-going care
- c. Medication will be provided based on the individual need and coordinated with the community provider but no more than a 14 day supply of medication will be provided.
- d. The CONTRACTOR shall have a pre-release transition plan developed with the CCDC staff to provide continuity of care, post-release, to meet the NCCHC standards which include:
 - Formal linkages between the facility and community-based organizations.
 - Lists of community health professionals.
 - Discussions with the detainee that emphasize the importance of appropriate follow-up care and after care.
 - Specific appointments and medications that are arranged for the patient at the time of release.
 - Health information, such as problem lists, current medications, allergies, procedures, and test results will be exchanged with community clinician prior to any scheduled appointment.
- e. For detainees who have a need to continue medications after release, CONTRACTOR shall supply a written prescription for those medications (by either giving to the detainee directly or faxing to a local pharmacy) so that the detainee may obtain needed medication in a timely manner.

9.12 Intoxication and Withdrawal

Detainees reporting to the booking area may be under the influence of alcohol and/or drugs prior to arriving. Since a detainee can be held in the holding area awaiting their initial appearance, the CONTRACTOR shall have a policy and procedure in accordance with all NCCHC, MCCC, Annotated Code of Maryland Articles and CCDC policies, and any and all updates throughout the life of the contract, to manage patients who are medically cleared at booking but who are at high risk for alcohol or drug withdrawal while awaiting their initial hearing and through admission to CCDC or are sent for emergency care at an offsite provider.

- a. CONTRACTOR shall have a protocol to provide intoxication and withdrawal treatment, support and medical services for drug and/or alcohol addicted detainees in accordance with NCCHC standards.
- b. CONTRACTOR shall provide intermittent monitoring of the detainees showing signs of intoxication or withdrawal to determine the health status of those individuals.
- c. In severe cases, this monitoring shall include, at a minimum, documented vital signs and determination of the level of consciousness every two hours, and medically appropriate detoxification treatment.
- d. CONTRACTOR must provide appropriate treatment to prevent withdrawal in opiate addicted pregnant women.
- e. CONTRACTOR must have a policy that addresses the management of detainees on medication-assisted treatment (MAT)

9.13 Medication Assisted Treatment (MAT)

Contractor will provide in-house Medication Assisted Treatment to opioid-dependent patients by providing services that meet or exceed all of the 2018 National Commission on Correctional Health Care (NCCHC) including Correctional Mental Health Care standards, Maryland Commissions of Correctional Standards (MCCS), Annotated Code of Maryland, and Charles County Detention Center policies and procedures and any and all updates throughout the life of the agreement. In providing said service Contractor will utilize a three pronged approach: 1) Multidisciplinary, involving medical and mental health staff; 2) Multimodal, treating with a combination of medication and counseling, and 3) multiphasic, within the CCDC and involving community providers post-release.

- a. Clinical staff will recommend providing one or a combination of FDA approved MAT medications, including naltrexone (Vivitrol), buprenorphine and methadone, as appropriate.
- b. Individualized Treatment Plan: Contractor must create an individualized MAT (specifically address Annotated Code of MD Article 9-603) treatment plan for each patient undergoing MAT. Treatment plans should include assessment of appropriateness of current medication regime, include rationale for either continuing on current medication or transitioning to alternative medications based on advantages and disadvantages of each medication regime as they apply to the patient. Ease of administration and cost to Contractor shall not be considered in the analysis of advantages and disadvantages. The plan must be documented in the Electronic Health Record and include dosage, titration, patient education, physical exam and testing related to specific medications, and behavioral health treatment and interventions.
- c. Opiate-addicted pregnant females, confirmed through pregnancy testing, will be treated with opioid maintenance medications such as buprenorphine or methadone to ensure the well-being of the fetus. (All regulations apply, however please list how Annotated Code of MD, Article 9-601 will be applied)
- d. If a patient indicates they are participating in an outpatient MAT program upon intake, Clinical staff will continue that treatment through verifying treatment modality and dosages with the patient's community provider
- e. Diversion of medications used for Medication Assisted Treatment is considered a Serious Adverse Event; diversion occurs when a prescription drug used for MAT is redirected to any other person or location from the intended recipient. If the diversion event is determined, as a result of a Serious Adverse Event Review, to be the sole fault of the Contractor, Contractor will develop a corrective action plan, and any resulting liquidated damages will be the responsibility of the Contractor. Any Diversion Event shall result in a performance requirement penalty of \$500 each occurrence (**Attachment B, Performance Requirements**). CCDC has strict policies and procedures in place to prevent diversion. CONTRACTOR will be required to follow this policy and any updates to policy for the life of the agreement. CCDC and the CONTRACTOR will agree on a policy to prevent and address diversion.
- f. Contractor will provide trainings to Corrections Staff at least annually, and upon Corrections Staff's request on how to identify and prevent diversion events.
- g. Contractor will provide detailed, individualized discharge plans for MAT recipients and partner with community providers to connect patients to comprehensive MAT and behavioral health services upon release.
- h. Contractor will offer Naloxone education and instructions to every individual at every opportunity, and provide naloxone to every at-risk individual upon discharge.

9.14 CCDC Staff Training

- a. The CONTRACTOR shall be able to provide training of comprehensive health issues in Correctional Facilities for Corrections staff as well as continuing training updates on current and pertinent health issues. Training must comply with the NCCHC standard.

9.15 Miscellaneous

- a. CONTRACTOR shall comply with the grievance review process and provide timely responses to grievances pursuant to CCDC Policy and Procedure.
- b. CONTRACTOR shall describe remedies available for any medical grievance that is sustained by the CCSO.
- c. CONTRACTOR shall provide a consultation service to the CCSO on any and all aspects of the health care delivery system for the CCDC. This includes evaluation and recommendations concerning new programs, health care delivery procedures that impact CCDC officers and other systems, and other matters relating to this contract upon which the CCSO seeks the advice and counsel of the contractor.

9.16 Quality Assurance

- a. CONTRACTOR shall provide for a robust quality assurance program consistent with the NCCHC and MCCS Medical Quality Assurance Program, which may include but not be limited to audit and medical chart review procedures.
- b. NCCHC and MCCS required quality assurance meetings shall be held between CCDC Director or designee, and CONTRACTOR staff. The purpose of this meeting will be:
 - To review significant issues, discuss changes to policy and procedures.
 - Document problems, brainstorm solutions, determine best solution; determine impact to CONTRACTOR or CCDC staff.
 - Determine the appropriate annual quality improvement studies per MCCS and NCCHC standard for process and outcome studies. These will include:
 1. Problem identification
 2. Study
 3. Plan developed & implemented
 4. Results are monitored & tracked
 5. Improvement is demonstrated or the problem is re-studied
 6. Report on progress each quarterly meeting with each of the 2 studies completed by the end of the year.
 - CONTRACTOR shall will staff and provide administrative support to the committee, as well as document and distribute all meeting notes.
 - Quality Assurance corrective action plans shall be documented. Failure to follow corrective action plan shall result in a performance requirement penalty of \$500 per occurrence/\$100 each day not followed. (**Attachment B, Performance Requirements.**)
- c. CONTRACTOR will cooperate with the CCSO staff for monthly medical file audits by making the requested medical files available for review.
- d. CONTRACTOR will notify CCSO staff about potential high cost claims as they are happening or are scheduled.

9.17 Transfer of Medical Information

- a. CONTRACTOR will have procedures in place to transfer medical information between agencies due to transferring of detainees to other facilities.
- b. All detainee transfers received from other facilities shall have an initial health screening before placement in CCDC housing as if they were a new detainee.

9.18 Medical Records

- a. CONTRACTOR must maintain medical records pursuant to the NCCHC standards as a minimum requirement.
- b. All entries should be legible with signatures and titles of all persons having contact with the detainee.
- c. All contact with the detainees related to health issues must be documented in the medical record.
- d. CONTRACTOR will ensure that the medical record contains documentation showing that the detainees received individual health education and instruction in self-care for their health conditions.
- e. All requests for medical care, i.e. paper requests, phone requests, verbal requests must be documented in the detainees medical record.
- f. All medical records (including mental health, medication logs, treatment logs, and charts etc.) will be made available immediately upon request to CCSO staff as permitted by Federal and State law.
- g. Quality improvement records, Policy and Procedures and other records related to this agreement will also be made available to CCSO staff as requested throughout the life of the agreement.
- h. CONTRACTOR will maintain health and medical records and chart information regarding ordering and dispensing of medications and over the counter drugs issued to detainees.
- i. CONTRACTOR will provide all forms, jackets, and other materials necessary to maintain the Medical Records.
- j. CONTRACTOR will be responsible for consolidating the existing separate medical and mental health records of detainees committed on or after the effective date of a subsequent contract for Medical Services such that each detainee shall have a single, unified medical file. The CONTRACTOR will not be responsible for the consolidation of such records for those detainees no longer in the Facility unless a detainee is recommitted, and his/her medical record is reactivated.
- k. Upon termination of a subsequent contract to provide Medical Services and Mental Health Services, all medical records shall belong to CCDC, and the CONTRACTOR will deliver all Medical Records to CCDC. The CCDC will provide the CONTRACTOR with reasonable access to all Medical Records even after the termination of a subsequent contract for Medical and Mental Health Services, for the purpose of defending litigation.
- l. Medical Records shall be considered confidential, and the CONTRACTOR will ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure. The record system must be in compliance with HIPPA regulations.
- m. CONTRACTOR shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants, as well as for the information of detainees that are transferred to other correctional facilities. Detailed summaries of medical and mental health care shall be sent to receiving facilities when detainees are transferred to another correctional facility.
- n. CONTRACTOR shall be the custodian of all medical records and will respond to any official request or subpoena for medical records.

9.19 Medication Services

Charles County Sheriff's Office has a contract with CorrectRx Pharmacy Services to provide all prescription medication. Prescriptions are provided in unit dose packaging.

- a. The CONTRACTOR shall utilize least cost protocols for medication.
- b. The system shall include prescription medications and over-the-counter medications. Detainees will be given limited access to over the counter medications issued by CONTRACTOR. CONTRACTOR will educate detainees on the commissary function in the CCDC to access over the counter medications.
- c. All prescription medications shall be prescribed by a qualified prescribing provider.
- d. All prescription medications shall be administered by an appropriate licensed staff member. Prescription medication not administered within 24 Hours after being ordered shall result in a performance requirement penalty of \$500 per occurrence. (**Attachment B, Performance Requirements**).
- e. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the CCSO.
- f. CONTRACTOR shall comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring and storing pharmaceuticals.
- g. CONTRACTOR shall maintain starter doses of medications which, if not readily available, could compromise the detainee's health status. CONTRACTOR will have agreements in place with local pharmacies for emergency purchases of medications to avoid out of stock situations.
- h. CONTRACTOR shall notify the CCDC Director or designee should a detainee not receive their medication for any reason other than refusal by the detainee.
- i. CONTRACTOR shall ensure that all detainees receive their prescribed medications as prescribed.
- j. The CONTRACTOR will work with community resources, as necessary, to assure that patients on MAT are continued on their medication without interruption.
- k. CONTRACTOR will provide any reports required by NCCHC.
- l. Medications not properly stored, inventoried and or accounted for shall result in a performance requirement penalty of \$500 per occurrence. (**Attachment B, Performance Requirements**).

9.20 Accreditation, Licenses, Registration and Waivers

- a. The CONTRACTOR shall cooperate with the CCSO to maintain compliance with the CCSO's accreditation and regulatory obligations. Upon notification from any regulatory or accrediting agency that a site visit, survey, inspection, on-site review, or any other contact with the facility or program is contemplated, the Contractor shall immediately notify the CCSO and cooperate fully with CCSO and all regulatory and accrediting agencies.
- b. The Contractor shall not respond to any written correspondence from any regulatory agency without the express written consent of the CCSO. The Contractor shall cooperate fully with the CCSO to formulate a response to the regulatory or accrediting agency. The CCSO shall file any Plans of Correction required. Any inquiry by an outside agency or party regarding health care operations should be directed to the CCSO.
- c. **NCCHC Accreditation:** The CCDC has been awarded Health Services Accreditation by the National Commission on Correctional Health Care (NCCHC). The current accreditation expires in October 2026. The Contractor shall operate the health care services in compliance with the NCCHC standards and accreditation requirements on an ongoing basis. The expectation is that the provider shall also be compliant with ACA standards, should the facility seek to obtain ACA Accreditation in the future. Failure to do so may be cause for termination of the Contract for non-performance. The Contractor shall renew and maintain this accreditation status, and CCDC shall

bear all costs, including the NCCHC accreditation fee, associated with that task. Failure to maintain NCCHC accreditation will have significant financial consequences per **Attachment B, Performance Requirements**.

- The CONTRACTOR shall comply with MCCA, NCCHC, Prison Rape Elimination Act (PREA), ACA, and other standards/audits within the required time frame. All audits shall be 100% compliant. Failure to maintain 100% audit compliance shall result in a performance requirement penalty of \$10,000 for each deficiency noted and not corrected within the allotted time frame. (**Attachment B, Performance Requirements**)
 - CCSO/CCDC may perform or cause to be performed a simulated audit or accreditation survey or surveys. Contractor must cooperate in such simulated survey(s) and must correct any and all deficiencies noted therein within 30 days of receipt of notice from CCSO/CCDC of such deficiencies. Failure to follow corrective action within the noted timeframe shall result in a performance requirement penalty of \$500 for each deficiency noted and \$100 each day not corrected. (**Attachment B, Performance Requirements**)
- d. Radiology Registration:
- All x-ray equipment used in the CCDC is required to be registered with MD Department of Environment and a copy of the registration kept on file at the facility.

9.21 Reporting

Reporting is a large part of maintaining the CCDC facility's NCCHC accreditation. All reporting must follow NCCHC, MCCA, Annotated Code of MD, and CCDC policy and procedures.

- a. CONTRACTOR shall be responsible for the development, maintenance, and annual review of administrative and operational policies and site-specific procedures, in coordination with CCDC personnel. Policies and procedures shall be site specific, fully implemented and will define the health care operations and accurately reflect the actual workflows and interventions by personnel. Fully operational procedures shall be in place by the end of the first quarter of the contract. Failure to meet this requirement shall result in a performance requirement penalty of \$100 per day that the report is late per **Attachment B, Performance Requirements**.
- b. Beginning with the second year of the Contract, Contractor will provide to CCDC a complete set of site-specific signed policies, procedures and forms by Jan 15th of each End year for the duration of the Contract.
- c. Contractor will provide copies of proposed new or updated policies and procedures for use at CCDC to CCDC Director or designee for review and comment at least thirty (30) days prior to implementation. Failure to do so shall result in a performance penalty of \$1,000 and \$50.00 each day until procedure(s) approval is obtained. **Per Attachment B, Performance Requirements**.
- d. CONTRACTOR will provide statistical reports on a monthly, quarterly and annual basis. See **Attachment D, Reporting Requirements** for a list of most required reports. This list is not all inclusive or exhaustive. CONTRACTOR will work with CCDC Director and staff to formulate monthly reports required. Reports not submitted by the timeline required shall be subject to a performance requirement penalty of \$100 per day that the report is late, for each report, (**Attachment B, Performance Requirements**).
- e. Monthly Statistical report (see example, **Attachment E, Report Example**) to be submitted to CCDC Director or designee by the 10th of the following month or a performance requirement penalty of \$100 per day that the report is late, for each report, (**Attachment B, Performance Requirements**).

9.22 Transition Planning

- a. CONTRACTOR will detail their preferred transition planning process, costs involved with the transition and the estimated time it would take to transition from the current CONTRACTOR, if the current CONTRACTOR is not chosen.
- b. The CCSO intends to have a contract in place a minimum of four weeks prior to the expiration of the current contract. Provide a detailed implementation plan which includes a timeline and completion dates. Part of the implementation shall include providing completed background check information on employees and CONTRACTORS who deliver to the CCDC within one week of receiving the Notice of Intent to Award. This will allow the CCSO to complete background checks prior to employees coming on site.
- c. CONTRACTOR agrees to interview those persons presently employed by or under contract with the current contractor and assigned to the staff of the CCDC. Should such persons hold appropriate current licensure/certification, have the qualifications necessary to carry out the policies and procedures, and desire employment, the CONTRACTOR may hire such persons as needed.

ATTACHMENT #A
CCDC KEY PERSONNEL

Medical Staff Position/Title	Shift Hours	CORE HOURS						WEEKEND COVERAGE		ON CALL Hours required	Total Hrs/Wk
			Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Medical Director	ONSITE Min 1X Per Week									24/7	
Physician Assistant/Nurse Practitioner (CRNP)	Min of 4 hous per shift listed		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500			24/7	20
RN/Administrator - HSA - DAY SHIFT (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500			24/7	40
Administrative Assistant DAY SHIFT (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
CRNP - DAY SHIFT (In Additon to HSA) (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
RN - EVENING SHIFT (Mon-Fri)			1500-2300	1500-2300	1500-2300	1500-2300	1500-2300				40
RN - NIGHT SHIFT (Mon-Fri)			2300-0700	2300-0700	2300-0700	2300-0700	2300-0700				40
RN WEEKEND COVERAGE - DAY SHIFT								0700-1500	0700-1500		16
RN WEEKEND COVERAGE - EVENING SHIFT								1500-2300	1500-2300		16
RN WEEKEND COVERAGE - NIGHT SHIFT								2300-0700	2300-0700		16
LPN # 1 - DAY SHIFT (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
LPN # 2 - DAY SHIFT (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
LPN #1 - EVENING SHIFT (Mon-Fri)			1500-2300	1500-2300	1500-2300	1500-2300	1500-2300				40
LPN #1 - NIGHT SHIFT (Mon-Fri)			2300-0700	2300-0700	2300-0700	2300-0700	2300-0700				40
LPN - WEEKEND COVERAGE - DAY SHIFT								0700-1500	0700-1500		16

LPN - WEEKEND COVERAGE - EVENING SHIFT								1500-2300	1500-2300		16
LPN - WEEKEND COVERAGE - NIGHT SHIFT								2300-0700	2300-0700		16
CMA #1 - DAY SHIFT (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
CMA #2 - DAY SHIFT (Mon-Fri)			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
CMA #1 - EVENING SHIFT (Mon-Fri)			1500-2300	1500-2300	1500-2300	1500-2300	1500-2300				40
CMA #2 - EVENING SHIFT (Mon-Fri)			1500-2300	1500-2300	1500-2300	1500-2300	1500-2300				40
CMA - NIGHT SHIFT (Mon-Fri)			2300-0700	2300-0700	2300-0700	2300-0700	2300-0700				40
CMA - WEEKEND COVERAGE - DAY SHIFT								0700-1500	0700-1500		16
CMA - WEEKEND COVERAGE - EVENING SHIFT								1500-2300	1500-2300		16
CMA - WEEKEND COVERAGE - NIGHT SHIFT								2300-0700	2300-0700		16
Behavioral Health Staff - CCDC Contracted Staff											
Specify Position Title:											
LPC/LCSW Behavioral Health Director			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500			24/7	40
Licensed Clinical Social Worker # 1			0700-1500	0700-1500	0700-1500	0700-1500	0700-1500				40
Licensed Clinical Social Worker # 2			0900-1700	0900-1700	0900-1700	0900-1700	0900-1700				40
Licensed Clinical Social Worker # 3			1000-1800	1000-1800	1000-1800	1000-1800	1000-1800				40
Behavioral Health Staff - Charles Co Local Behavioral Authority Contracted Staff - TAMAR and MCCJTP GRANT REQUIREMENTS											
Positons required per Grant with Local Behavior Authority - Charles County are in addition to required staffing listed above. Please see section 9.10.m for contact information.											
<p>*NOTE: Critical/Key Postions cannot hold other positions at the same time in the facility - example, HSA on site cannot also fill role of LPN while in HSA capacity.</p> <p>*Behavior Health Staff is in addition to what is contracted with the Charles County Local Behavioral Authority - these postions cannot be paid from both the Grant contract with the Charles County Local Behavioral Authority and CCDC.</p>											

ATTACHMENT # B - Performance Requirements

CCSO

PERFORMANCE REQUIREMENTS

#	REQUIREMENT	LIQUIDATED DAMAGES	INSTANCE
9.0	Failure to maintain NCCHC certification	\$50,000/\$1,000	Each Occurrence/Per Day
9.2.e	Changes to the key personnel staffing schedule without the approval of the	\$500	Each Occurrence
9.2.f	Any contractor employee not receiving orientation prior to performing work at CCDC	\$100	Each Occurrence
9.2.m	Any contractor employees that did not sign-in and out of CCDC	\$100	Each Occurrence
9.4.b	Intake inmate screenings not completed within four (4) hours	\$500	Each Occurrence
9.5.a	Physical exams not completed within 14 days of admission	\$500	Each Occurrence
9.5.b	Annual exam (including PPD testing) not provided to inmates	\$1000	Each occurrence
9.5.b	Sick Call services not held as scheduled or cancelled without CCDC Director prior	\$500	Each occurrence
9.5.b	Critical Medical Services not held as scheduled or cancelled without authorization	\$500	Each Occurrence
9.13.e	Medication Diversion Event caused by Contractor/Corrective Action Plan Required	\$500	Each Occurrence/each day not followed
9.16.b	Quality Assurance Corrective action plans not followed	\$500/ \$100	Each Occurrence/each day not followed
9.19.d	Prescription medication not administered within 24 hours after being ordered	\$500	Each Occurrence
9.19.L	Medications not properly stored, inventoried and/or accounted for	\$500	Each Occurrence
9.20.c	MCCS/NCCHC/ PREA or other audits not 100% compliant, within the allotted time frame for any corrective action plan	\$10,000	Each Deficiency Noted
9.21.a, 9.21.d,9 .21.e	Failure to submit any report beyond due date, as stated in REPORT SECTION 9.21.	\$100	each occurrence represents any report not submitted as required
9.21.c	Failure to submit updated, or proposed new policies and procedure for CCSO approval 30 days prior to implementation	\$1000/\$50	Each Occurrence/each day not followed

ATTACHMENT # C

CCDC KEY PERSONNEL - DAILY SIGN IN/SIGN OUT SHEET

Medical Staff Position/Title	CORE HOURS		
	MON - FRI SHIFT HOURS	SIGN IN DATE/TIME	SIGN OUT DATE/TIME
Medical Director			
Physician Assistant/Nurse Practitioner (CRNP)	0700-1500		
RN/Administrator - HSA - DAY SHIFT (Mon-Fri)	0700-1500		
Administrative Assistant DAY SHIFT (Mon-Fri)	0700-1500		
CRNP - DAY SHIFT (In Additon to HSA) (Mon-Fri)	0700-1500		
RN - EVENING SHIFT (Mon-Fri)	1500-2300		
RN - NIGHT SHIFT (Mon-Fri)	2300-0700		
LPN # 1 - DAY SHIFT (Mon-Fri)	0700-1500		
LPN # 2 - DAY SHIFT (Mon-Fri)	0700-1500		
LPN #1 - EVENING SHIFT (Mon-Fri)	1500-2300		
LPN #1 - NIGHT SHIFT (Mon-Fri)	2300-0700		
CMA #1 - DAY SHIFT (Mon-Fri)	0700-1500		
CMA #2 - DAY SHIFT (Mon-Fri)	0700-1500		
CMA #1 - EVENING SHIFT (Mon-Fri)	1500-2300		
CMA #2 - EVENING SHIFT (Mon-Fri)	1500-2300		
CMA - NIGHT SHIFT (Mon-Fri)	2300-0700		
Behavioral Health Staff			
Specify Position Title:			
LPC/LCSW Behavioral Health Director	0700-1500		
Licensed Clinical Social Worker # 1	0700-1500		
Licensed Clinical Social Worker # 2	0900-1700		
Licensed Clinical Social Worker # 3	1000-1800		
OTHER MEDICAL STAFF			
IF NOT CORE STAFF LISTED ABOVE WRITE JOB DESCRIPTION IN AND PROCEED TO SIGN IN FOR THE DAY THAT CORRESPONDS WITH YOUR SHIFT (EXAMPLE BELOW)			
PRN DENTIST - Dr. NO NAME	0700-1500	1/3/2024 07:00AM	1/3/2024 09:00AM

ATTACHMENT # C

CCDC KEY PERSONNEL - WEEKEND SIGN IN/SIGN OUT SHEET

Medical Staff Position/Title	WEEKEND COVERAGE		
	SAT-SUN SHIFT HOURS	SIGN IN DATE/TIME	SIGN OUT DATE/TIME
Medical Director			
Physician Assistant/Nurse Practitioner (CRNP)			
RN/Administrator - HSA - DAY SHIFT (Mon-Fri)			
Administrative Assistant DAY SHIFT (Mon-Fri)			
RN WEEKEND COVERAGE - DAY SHIFT	0700-1500		
RN WEEKEND COVERAGE - EVENING SHIFT	1500-2300		
RN WEEKEND COVERAGE - NIGHT SHIFT	2300-0700		
LPN - WEEKEND COVERAGE - DAY SHIFT	0700-1500		
LPN - WEEKEND COVERAGE - EVENING SHIFT	1500-2300		
LPN - WEEKEND COVERAGE - NIGHT SHIFT	2300-0700		
CMA - WEEKEND COVERAGE - DAY SHIFT	0700-1500		
CMA - WEEKEND COVERAGE - EVENING SHIFT	1500-2300		
CMA - WEEKEND COVERAGE - NIGHT SHIFT	2300-0700		
Behavioral Health Staff			
Specify Position Title:			
OTHER MEDICAL STAFF			
IF NOT CORE STAFF LISTED ABOVE WRITE JOB DESCRIPTION IN AND PROCEED TO SIGN IN FOR THE DAY THAT CORRESPONDS WITH YOUR SHIFT (EXAMPLE BELOW)			
PRN DENTIST - Dr. NO NAME	0700-1500	1/3/2024 07:00AM	1/3/2024 09:00AM

ATTACHMENT # D - Medical Services- Standards Documentation, Reporting

NOTE: This list to be used as a checklist and not intended to be an all-inclusive reporting tool.

1. Immediate

- Immediate written notification of incarcerated or staff positive Tuberculosis Skin Test, blood test or x-ray

2. Annually

- Medical Staff Credentials updated
- Medical Staff Tuberculosis testing
- Approved First Aid Contents / Locations
- Approved AED Kit Contents / Locations
- Approved Medical Emergency Response Bag Contents / Locations
- Nursing Assessment Protocols and Procedures Review
- Approved Medical Instruments Master List
- Approved Dental Instruments Master List
- Approved Emergency Box and Psychiatric Drug List
- Certification of Inspection / Replenishment of First Aid & Medical Supplies
- Certification and Updated Credentials of Staff
- Positive Tuberculosis Case Statistics
- Pharmacy License – MD Dept. of Health
- Controlled Substance Distributor Certificate – MD Dept. Of Health
- Refuse Disposal Permit – MD Dept. of Environment
- Radiation Machine registration and certifications
- MCCS and NCCHC audit and annual reporting documentation

3. Biennially

- Controlled Substance inventory

4. Quarterly

- Pharmacy Inspection Report

5. Monthly

- Emergency Equipment Inventory
- First Aid Kit / Emergency Response Bag Inventory
- Pharmacy Credit Documentation for unused medication
- Disposal Records for Expired Medications
- Perpetual Sharps Usage Logs
- CCDC Staff Tuberculosis Testing

6. Weekly

- Medical Instruments
- Dental Instruments
- Emergency Drug / Controlled Substance Inventory
- AED Checks

7. Daily

- Medical Supplies Inventory
- Dental Supplies Inventory
- Emergency Drug Inventory
- Emergency/Disaster Supplies
- Refrigerator Temperatures
- Oxygen Supply
- AED Function Checks
- Key Inventory
- Medical Sharps Inventory
- Dental Sharps Inventory

8. Reporting Timelines

- Daily, weekly reports to be submitted with Monthly Reports and no later than the 10th day of the following month.
- Annual reports are due no later than January 15 of each year for the duration of the contract.

ATTACHMENT # E
CCDC STATISTICAL REPORT EXAMPLE

[illegible]

ATTACHMENT # F - SAMPLE CONTRACT

THIS CONTRACT, made this _____, by and between **(TBD)**
(for CCSO use only)

Hereinafter called the CONTRACTOR, and the CHARLES COUNTY SHERIFF'S OFFICE, hereinafter called the CCSO. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFQ/ITB/RFP No. ##-###, SOLICITATION TITLE**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and rates respectively named therefore in the quote/bid/proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the CCSO that he will well and faithfully provide said necessary services for the sum of **(TBD) (\$#####)** stated in the CONTRACTOR'S quote/bid/proposal dated **(TBD)**, in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and rates respectively named therefor in the quote/bid/proposal (attached hereto) and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The CONTRACTOR hereby agrees to commence work under this CONTRACT on or before a date to be specified in a written a Notice to Proceed from the CCSO and to fully complete the project within **(TBD) (###) consecutive calendar days** thereafter.

And the CHARLES COUNTY SHERIFF'S OFFICE doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

TBD

**SHERIFF, CHARLES COUNTY,
MARYLAND**

By (Signature): (SEAL)

_____ Printed Name/Title:	By: _____ Sheriff
_____ (Date)	_____ (Date)
_____ (Address)	Approved as to Form and Legal Sufficiency:
_____ (City, State, Zip Code)	_____ General Counsel, <i>Charles County Attorney</i>
_____ (Secretary)	
_____ (Date)	
_____ (Witness)	
_____ (Date)	

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

**ATTACHMENT G
PRICING: CCDC**

LINE #	Expense Category		MONTHLY COST
	On Site Personnel. Based on Budgeted Staffing Commitment and Summary Schedule of Staffing Costs		
	Relief Compensation		
	Medications and Pharmaceutical Services		
	Offsite services (inpatient and outpatient).		
	Laboratory Costs		
	Other Medical Expenses (including equipment, supplies, etc.)		
	Start Up Costs		
	IT Costs		
	Insurance Expense		
	Detoxification Services		
	MAT Services		
	Mental Health Services		
	Administrative Expenses		
TOTAL SERVICE FEE FOR CCDC PER MONTH			\$0.00

Note 1: This Worksheet should include pricing for all health care related costs of detainees in the custody of the Charles County Detention Center

Note 2: MUST BE FIRM, FIXED, FULLY LOADED PRICE BASED ON ALL COSTS FOR WHICH CONTRACTOR EXPECTS PAYMENT, WITHOUT EXCEPTION

ATTACHMENT # H - INTENDED SUB-CONTRACTORS FORM

*****Note N/A if Not Applicable. This form may be duplicated if additional space is required*****

Bidder/Offeror/Quoter: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm ☐ Minority Class: _____ Non-Minority Firm ☐

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm ☐ Minority Class: _____ Non-Minority Firm ☐

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm ☐ Minority Class: _____ Non-Minority Firm ☐ _____

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm ☐ Minority Class: _____ Non-Minority Firm ☐ _____

Address: _____

Products/Services: _____

The undersigned certifies the accuracy of the content provided on the Intended Sub-Contractors Form:

Signature: _____ Date: _____

Name & Title: _____

ATTACHMENT # J - INSURANCE REQUIREMENTS

Requirements

1. The Contractor shall provide, at their expense with companies acceptable to the CCSO, and pay premiums for the following insurance: **(CHECKED APPLY TO SPECIFIC RFP)**

R E Q U I R E D	PROVISION	DESCRIPTION
<input checked="" type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence
<input checked="" type="checkbox"/>	Worker's Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input checked="" type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.

ATTACHMENT # J - INSURANCE REQUIREMENTS

<input type="checkbox"/>	Builder's Risk Insurance	<p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the CCSO. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder's risk policy.</p> <p>This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.</p>
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input checked="" type="checkbox"/>	Medical	
	Professional Liability Insurance	Minimum limits of \$3,000,000 per occurrence and \$6,000,000 annual aggregate. Policy must include all employees.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder's rating of A or better and a financial size of X or larger from Best's Key Rating Guide.
3. The Contractor shall provide the CCSO with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name "The County Commissioners of Charles County" (or other name as directed by the CCSO) as an additional named insured:
 - a. Commercial automobile bodily injury and property damage insurance
 - b. B. Commercial General Liability
 - c. D. Excess Umbrella Liability

ATTACHMENT # J - INSURANCE REQUIREMENTS

- d. Medical Professional Liability
- 4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
- 5. The providing of any insurance required herein does not relieve the successful Bidder of any of the responsibilities or obligations assumed by the Bidder in the Contract awarded or for which the Bidder may be liable by law or otherwise.
- 6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

ATTACHMENT #K

CHARLES COUNTY Minority Business Enterprise (MBE) AFFIDAVIT

For Charles County Sheriff's Office

BID# _____

Name of Bidder: _____

Please respond to the following questions:	YES	NO
Certified Minority Business Enterprise?		
Certified by the State of Maryland		
Federal 8-A Registered		
Charles County Local Government Registered		
Other (Please list)		

Principle Owner's Minority Class (please check):

African American ____ Asian American ____ Hispanic America ____

Native American ____ Women ____ Other (please list) _____

Or N/A if not applicable _____

Signature _____

Printed name _____

Title _____

Date _____

"If applicable", all bidders are required to complete this form and submit it with their proposal.

Please NOTE NA if Not Applicable.

ATTACHMENT # L
CHARLES COUNTY Small Local Business Enterprise (SLBE) AFFIDAVIT
For Charles County Sheriff's
Office

BID# _____

Name: _____

Please respond to the following question:

Check One

Yes

No

1. Is your business a Registered SLBE with the County Government?

If, Yes, record the Bidder SLBE Registration number:

Or N/A if not applicable _____

By signing below, the Bidder certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms. The County Government shall be granted access to inspect any relevant matter related to SLBE program compliance, including records and the business location.

Signature _____

Printed name _____

Title _____

Date _____

"If applicable", all bidders are required to complete this form and submit it with their proposal.

Please note N/A if Not Applicable.

ATTACHMENT # M

CCSO NON-COLLUSION AFFIDAVIT

I do solemnly declare and affirm under the penalties of perjury the following:

1. That neither I, nor to the best of my knowledge, information, and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor to the best of my knowledge, information, and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any local, State or Federal Government of acts of omissions committed, except as noted below.

Company: _____

Mailing Address: _____

Name/Title/Phone # of individual submitting price list:

(Please Type or Print)

(Signature)

(Date)

Subscribed and sworn to before me, a Notary Public of:

_____ (state/district & county/city: e.g., Maryland, Charles County)

_____ (Date: e.g., January 1, 2024) first written above.

Notary Public

My Commission Expire