

ATTACHMENTS

In addition to eMaryland Marketplace and the DPSCS and DBM websites, all Attachments (excluding attachments in the RFP) are posted at <http://www.dpscs.state.md.us/publicservs/procurement/ih/>

ATTACHMENT A The State's Contract. It is provided with the RFP for informational purposes and is not required at the time of proposal submission. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed contract award.

ATTACHMENT B Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT C Contract Affidavit. This Affidavit is not required at the time of proposal submission. It shall be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D Minority Business Enterprise Participation

ATTACHMENTS D-1: Certified MBE Utilization and Fair Solicitation Affidavit. This form must be submitted with the Offeror's Technical Proposal.

ATTACHMENTS D-2 and D-3: Other MBE forms. These must be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award.

ATTACHMENTS D-4 and D-5: Other MBE forms. These are submitted monthly by the Prime Contractor and MBE Subcontractor(s).

ATTACHMENT E Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.7 by those potential Offerors who plan to attend the conference.

ATTACHMENT F Medical and Utilization Review Care Price Proposal Instructions and Forms (F-1 and F-2). The Financial Proposal Form(s) shall be completed and submitted as the Financial Proposal.

ATTACHMENT G G-1, DPSCS Overview
G-2, Average Daily Population

ATTACHMENT H H-1, Duvall vs. O'Malley Consent Decree
H-2 Duvall vs. O'Malley Annotated Partial Settlement Agreement June

ATTACHMENT I	I-1 to I-13, Medical Equipment Inventory/Condition
ATTACHMENT J	J-1 Transportation costs, 2006-2007 J-2 Transportation costs, 2007-2008 J-3 Transportation costs, 2008-2009 J-4 Transportation costs, 2009-2010 J-5 FY07-FY10 Transportation Costs Summary (Including Interstate Compact Inmates)
ATTACHMENT K	K-1 Annual Utilization Summary Data K-2 UM Authorizations Summary for FY10
ATTACHMENT L	COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form
ATTACHMENT M	Living Wage Requirements and Affidavit
	<p>Living Wage Requirements for Service Contracts is a requirement enacted by law on October 1, 2007. This attachment explains the main features of the legislation and the requirements that Contractors must meet.</p> <p>The affidavit asks for acknowledgement of understanding and consent to comply with Living Wage provisions of the Contract, and must be completed and submitted with the Offeror's Technical Proposal.</p>
ATTACHMENT N	Facility-by-Facility Medication Distribution Method Requirements
ATTACHMENT O	Dialysis Treatment Trends
ATTACHMENT P	P-1, DOC ARP Policy 185.003 P-2, DOC ARP Policy 185.002 P-3, DPDS Adult Help Request Process 180.4 P-4, DPDS Adult Grievance Procedures 180.1
ATTACHMENT Q	Q-1 Sample State Stat Utilization Report Q-2 Sample State Stat Staffing Report Q-3 Sample State Stat Chronic Care Report Q-4 Sample State Stat HIV HEP-C Report
ATTACHMENT R	Medical Staffing Matrix
ATTACHMENT S	Release Policy
ATTACHMENT T	Infection Control Reporting Forms
ATTACHMENT U	Medicaid Eligibility Forms
ATTACHMENT V	Liquidated Damages Table

ATTACHMENT W	IMMS Policy
ATTACHMENT X	Proposed Pharmacy Delivery Schedule
ATTACHMENT Y	Suicide Prevention Program
ATTACHMENT Z	Telemedicine / Telepsychiatry locations
ATTACHMENT AA	AA-1 Summary of Reports AA-2 Summary of Meetings
ATTACHMENT BB	NBCI CLIA (Troponin) Certification
ATTACHMENT CC	Contract Compliance Checklist
ATTACHMENT DD	Threshold Inc. FY11 Signed Contract
ATTACHMENT EE	Radiology Data
ATTACHMENT FF	CPI Medical Services Index FY12
ATTACHMENT GG	Sample Methadone Certificates

**INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES
CONTRACT**

THIS CONTRACT is made this _____ day of _____, 2011 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES** (the “DPSCS” or sometimes the “Department”).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1** “Contract” means this Contract for Inmate Medical Health Care and Utilization Services.
- 1.2** “Contract Manager” means the DPSCS representative and first point of contact for contract procedures and any discrepancies. As noted in RFP § 1.6, the Contract Manager is Thomas P. Sullivan.
- 1.3** “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.4** “Department” means the Department of Public Safety and Correctional Services (DPSCS).
- 1.5** “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.6** “Procurement Officer” means the individual identified in RFP Section 1.5.
- 1.7** “RFP” means the Request for Proposals for DPSCS Inmate Medical Health Care and Utilization Services, Solicitation No. Q0012013, dated July 8, 2011, and as amended through _____.
- 1.8** “State” means the State of Maryland.
- 1.9** “Technical Proposal” means the Contractor’s Technical Proposal, dated _____, as amended and supplemented through _____ by the Contractor’s responses to cure/clarification questions and a technical Best and Final Offer.

2. Scope of Work

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

Exhibit A – Request for Proposals –Project No. Q0012013

Exhibit B – Contractor’s Technical Proposal dated _____.

Exhibit C – Contractor’s Financial Proposal dated _____.

Exhibit D – Contractor’s Contract Affidavit dated _____.

2.2 The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section may be the basis for a claim under the Disputes clause. The Contractor may not delay or refuse performance under a change order for any reason, but will proceed Immediately and diligently with performance of the Contract in accordance with the change.

3. Time for Performance.

3.1 In accordance with RFP § 1.4 the term of this Contract begins the later of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works or November 1, 2011, and unless terminated earlier in accordance with the Contract, ends June 30, 2017. The Contractor shall undertake transition activities necessary to provide its services under the Contract upon receipt of a written Notice to Proceed issued by the Procurement Officer. Apart from start-up transition activities, the Contractor shall provide all the services, hardware, related software, and other deliverables under this Contract during the period January 1, 2012 to June 30, 2017.

4. Compensation and Method of Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of the RFP, especially § 3.3, and the Contractor’s Financial Proposal. Except if increased via a Contract modification that is signed by both parties to this Contract and which has received all required State approvals, payment to the Contractor pursuant to this Contract shall not exceed \$ _____.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the Contractor, acceptance by

the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Department Contract Manger. Electronic funds transfer will be used by the State to pay Contractor under this Contract and any other State payments due Contractor, unless the State Comptroller's Office grants Contractor an exemption. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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

4.4 The Contractor shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by the State's employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

4.5 Payment of an invoice by the Department, including but not limited to payment of an invoice for liquidated damages as provided in Section 5, is not evidence that services were rendered as required under this Contract.

5. Rights to Records

5.1. Process.

- (A) The Department may deduct liquidated damages as set forth in RFP Attachment V; however through March 31, 2012, the Department will not assess any of the liquidated damages described in Attachment V "Liquidated Damages (L.D.), Calculation Methodology."
- (B) When the Department has identified a deficiency for which it could assess a liquidated damage, it shall notify the Contractor in writing of the deficiency (the "Initial Notice").
- (C) The Contractor shall provide to the Department Contract Manager within 20 working days of the date of the Initial Notice, its written explanation for the deficiency, and if applicable, how the circumstance(s) causing the non-performance was beyond its control.
- (D) The Department may determine whether or not to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within 20 working days.

- (E) The total amount for liquidated damages arising out of any one incident or occasion will not exceed \$5,000.

5.2 Payment Adjustments.

- (A) The Department shall notify the Contractor of each payment adjustment due to the imposition of direct damages.
- (B) The Department shall provide the Contractor with such evidence as the Department determines is adequate to justify each adjustment.
- (C) If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in Article 12 (Disputes) of this Contract.

5.3 Payments to the Department.

- (A) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Department within 30 days after receipt by the Contractor of the invoice. If the Contractor fails to make payment to the Department within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Department interest for that portion of the unpaid balance prorated for the period beginning with the 31st day after the Contractor receives the invoice from the Department and ending when the Department receives the payment. The Department shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.
- (B) The Department is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor, other than those fees or costs which the Contractor has included in its price stated in ATTACHMENT F or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract. This provision shall survive the Contract term for any and all instances when payment is due to the State.
- (C) In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Department may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the Department, in addition to any other remedies, may deduct the amounts due from any monies due the Contractor during any renewal term of the contract or under any other contract between the parties.

5.4 Third Party Payments

- (A) The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates and gifts, including insurance and government payments (“third party payments”), for services rendered to Inmates, when such are available.
- (B) When the Contractor can receive, will receive, or has received third party payments in relation to the Contract, the Contractor shall Immediately notify the Department of the source, nature and amount of the third party payments.
- (C) Except for Medical (Medicaid) Assistance incentive payments as described in RFP § 3.69.1.2.3, all third party payments are the property of the Department and the Contractor shall follow the Department’s instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Department, the remission to the Department of the third party payment in its entirety.
- (D) Because third party payments are the property of the Department, the Contractor’s obligations under this Section 5 shall survive the expiration of the Contract.
- (E) At the end of each Contract Period, the Contractor shall submit a report to the Department’s Contract Manager in the form and format as required detailing all funds received from third party payments.

5.5. Direct Damages.

- (A) The Department may deduct for direct damages sustained as a result of Contractor’s failure to perform as required under this Contract.
- (B) If hospitalization, outpatient or specialty care not otherwise provided onsite is required as a result of the negligence or maliciousness of the Contractor, including its Staff, subcontractors, subcontractor staff, or any other party used by the Contractor to provide services as required under the contract, the Contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of Clinician negligence will be that of the DPSCS Medical Director, whose decision shall be final, subject to Article 12 (Disputes) of this Contract.

6. Rights to Records

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

6.2 Upon the request of the Department, the Contractor shall provide, free of charge, certified copies of all records related to this Contract produced through the use of a time keeping or other record systems owned, developed or utilized by the Contractor.

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

6.4 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

6.5 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6.6 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6.7 Nothing in this Section shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know how, methods, techniques, and skills possessed prior to this Contract.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item (“Product”) that is covered by a patent or copyright, or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any Product infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Department against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Department (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in paragraph 7.3 below.

7.3 If any Product becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the Product, b) replace the Product with a non-infringing product

substantially complying with the item's specifications, or c) modify the Product so that it becomes non-infringing and performs in a substantially similar manner to the original Product.

8. Confidentiality

8.1 Subject to the Maryland Public Information Act and any other applicable laws including without limitation HIPAA, the HI-TECH Act, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant Confidential Information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8.2 The Contractor shall not use Maryland data or create any publication related to the system of programs and services being provided under the Contractor without first obtaining the written approval of the Deputy Secretary for Treatment Services.

8.3 The Contractor shall notify the Department promptly of any request for information, request for statement, or other similar request from any entity or organization other than the Department that requires the Contractor to discuss or disclose information related to this Contract or gathered in performance of this Contract. Disclosures specifically pursuant to the RFP to the State's auditor, actuary and/or consultant, and in the context of Inmate services are not included within the scope of this section. The Contractor may not discuss this Contract or the Inmate services administered pursuant to this Contract without approval from the Department.

9. Loss of Data

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

10. Indemnification

10.1 The Contractor shall indemnify the State and the State's employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

10.1.1 This shall not be construed to mean that the Contractor shall indemnify the State or the State's employees against liability for any suits, actions, or claims of any character that are directly the result of acts or omissions in the performance of the State or of the State's employees. Each party shall bear sole responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

10.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The Contractor shall Immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.5 This Section 9 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

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

13. Maryland Law

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

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less

the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

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

19. Contractor Transition

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

20. Delays and Extensions of Time

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

21. Suspension of Work

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

22. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in

Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

23. Financial Disclosure

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

24. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

25. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

26.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

26.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Costs and Price Certification

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

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

28. Subcontracting; Assignment

28.1 The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department. Any such subcontract or assignment shall include such terms of this Contract as the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

28.2 The Contractor shall not write into any subcontract or negotiate with any subcontractor for a requirement that would in any way limit the subcontractor's flexibility to compete with the Contractor or to negotiate with a competitor of the Contractor for any future contract with the State.

29. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating

in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DPSCS, in all sub-contracts.
- C. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

30. Prompt Payment Requirements

- 30.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
 - (a) Not process further payments to the Contractor until payment to the subcontractor is verified
 - (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 30.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 30.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:
 - (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the Department.

30.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

30.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

31. Living Wage

- 31.1** A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10.
- 31.2** Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. If Contractor is an out of state Contractor, this contract is deemed to be a Tier 1 Contract.

31.3 The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.11.10, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

31.4 The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

32. Administrative

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

32.2 Authority of the Department - Except as expressly prohibited by Maryland law, any of the State's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of the Department who are authorized to do so by the Secretary of Public Safety and Correctional Services. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of the Department, the Department may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Contractor. To the extent that the Department utilizes internal review or approval processes in making determinations under this Contract, the Contractor has no right to or in connection with those processes.

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

If to the State: Director, Thomas P. Sullivan
Treatment Services, Inmate Health Administration
Department of Public Safety and Correctional Services
6776 Reisterstown Road, Suite 210
Baltimore, MD 21215

And

Andrea R. Lockett
Procurement Officer
Department of Budget and Management
Room 141, 45 Calvert Street
Annapolis, Maryland 21401

If to the Contractor: _____

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

CONTRACTOR

By: _____ (SEAL)

Title: _____ Date: _____

Witness/Attest: _____

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

By: _____

Title: _____ Date: _____

Witness: _____

Approved for form and legal sufficiency
this _____ day of _____, 2011.

Assistant Attorney General

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

ATTACHMENT B Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

(i) Abide by the terms of the statement; and

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

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____ .

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

ATTACHMENT C Contract Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (title) and the duly authorized representative of _____ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____

BY: _____
(Signature of Authorized Representative and Affiant)

ATTACHMENT D Minority Business Enterprise Participation Forms

STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals (RFP). MBE performance shall be in accordance with this Exhibit, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

To meet the goal using MBE subcontractors, all Prime Contractors shall:

- ❑ Identify work areas for subcontracting
- ❑ Solicit minority business enterprises through written notice or personal contact
- ❑ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ❑ Identify their MBE subcontractors at the time they submit their bids or proposals

MBE GOAL AND SUB GOALS

An MBE subcontract participation goal of **10%** of the **total value of payments to the Contractor, excluding the cost of the Offsite Secondary Care (See § 1.2.74) services** has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the administrative fees paid under the Contract will be performed by certified minority business enterprises.

A prime Contractor — including an MBE prime Contractor — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09B(2))

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)* whereby:
 - (1) the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to making a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process; and.

- (2) the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.
- ◆ *If a bidder or offeror fails to submit a completed Attachment D-1 with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.*
 - ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:
 - (1) Outreach Efforts Compliance Statement (Attachment D-2)
 - (2) Subcontractor Project Participation Certification (Attachment D-3)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal, it shall submit a fully documented waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

MBE REPORTING INSTRUCTIONS

Prime Contractor shall:

1. Submit by the 10th of each month to the Department a Prime Contractor Paid/Unpaid MBE Invoice Report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department a Subcontractor Paid/Unpaid MBE Invoice Report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement Department, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit – Attachment D-1 (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement – Attachment D-2 (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Certification – Attachment D-3 (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Prime Contractor Paid/Unpaid MBE Invoice Report – Attachment D-4 (must be submitted by the 10th of each month by the Prime Contractor)
- E. Subcontractor Paid/Unpaid MBE Invoice Report – Attachment D-5 (must be submitted by the 10th of each month by the Subcontractor)

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
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This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. **DPSCS Q0012013**, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **10% of the total value of the contract; total value of payments to the Contractor, excluding the cost of Offsite Secondary Care (See § 1.2.74)**. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a complete waiver, in whole, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the entire MBE participation goal. I hereby request a partial waiver of the overall goal and have identified the portion of the MBE goal I intend to achieve through a specific commitment of the certified Minority Business Enterprises listed in the MBE Participation Schedule below. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation (for the portion I am unable to achieve) in accordance with COMAR 21.11.03.11.

2. ***I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.***

- (a) Outreach Efforts Compliance Statement (Attachment D-2)
 (b) Subcontractor Project Participation Certification (Attachment D-3)
 (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are certified by the Maryland Department of Transportation.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category (Check Only One Certification Category)	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
Percentage of Total Contract Value to be provided by this MBE: ____ %	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total *African-American MBE* Participation: _____ %
Total *Woman-Owned MBE* Participation: _____ %
Total *Other* Participation: _____ %

Total ALL MBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the proposal or offer submitted in response to Solicitation Number **DPSCS Q0012013**, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.

2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bid/Offeror made the following attempts to contact personally the solicited MBEs.

4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

_____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____ DID NOT attend the pre-proposal conference.

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date

SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime Contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation No. **DPSCS Q0012013** described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Signature

By: _____
Signature

Printed Name, Title

Printed Name, Title

Date

Date

ATTACHMENT D-4

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 10th of following month.

ADPICS Document Numbers _____ MBE Subcontract Amount _____

Blanket Purchase Order Number _____ Contract Begin Date _____

Purchase Order Number _____ Contract End Date _____

Prime Contractor _____ Subcontractor _____

Contact Person _____ Contact Person _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Phone _____ Fax _____ Phone _____ Fax _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this Contractor and reason for non-payment.

- 1.
- 2.
- 3.

Total Amount Unpaid \$ _____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____
(Prime Contractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Karen K. Shipley, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215
KShipley@dpscs.state.md.us

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215
TPSullivan@dpscs.state.md.us

ATTACHMENT D-5

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION

SUBCONTRACTOR PAYMENT REPORT

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 10th of following month.

ADPICS Document Numbers _____ MBE Subcontract Amount _____

Blanket Purchase Order Number _____ Contract Begin Date _____

Purchase Order Number _____ Contract End Date _____

MBE Subcontractor Name _____ MDOT Certification # _____

Contact Person _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days.

List dates and amounts of any outstanding invoices.

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

TOTAL DOLLARS PAID
\$ _____

TOTAL DOLLARS UNPAID
\$ _____

Prime Contractor Name

Contact Person

Signature _____
(Subcontractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Karen K. Shipley, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215
KShipley@dpscs.state.md.us

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215
TPSullivan@dpscs.state.md.us

ATTACHMENT E Pre-Proposal Conference Response Form

**Project No. Q0012013
Inmate Medical Health Care and Utilization Services**

A Pre-Proposal Conference shall be held on **Monday, July 18, 2011 – 10:00 AM** (Local Time) at the Maryland Department of Transportation Headquarters, 7201 Corporate Center Drive, Richard Trainor Conference Room, 1st Floor, Hanover, MD 21076. Please return this form by **2:00 PM, Wednesday, July 13, 2011** advising whether or not you plan to attend.

Email or fax this form to the Procurement Officer:

Andrea R. Lockett
Department of Budget & Management
45 Calvert Street, Room 141
Annapolis, MD 21401
Phone: (410) 260-7374 / Fax #: (410) 974-3274
Email: alockett@dbm.state.md.us

Please indicate:

_____ Yes, the following representatives (by name and title) shall be in attendance:

- 1. _____
- 2. _____
- 3. _____

_____ No, we shall not be in attendance.

_____	Contact Name (Please Print)
_____	Signature
_____	Title
_____	E-Mail Address

**ATTACHMENT F-1: INSTRUCTIONS FOR COMPLETING FINANCIAL
PROPOSAL F-2, F-3 and F-4**

Form F-2 is the Offeror's pricing for any Episode of Hospital-Based Inpatient Care for an Inmate/Detainee exceeding \$50,000 (50K Cap Cost Sharing) (See § 3.3.2.6.1). Form F-3 is the Offeror's pricing for any Episode of Hospital-Based Inpatient Care for an Inmate/Detainee exceeding \$25,000 (25K Cap Cost Sharing) (See § 3.3.2.6.2). The following instructions apply to both Forms.

For the successful Offeror, payment will be calculated on a monthly basis (but further broken down and paid twice a month – See § 3.3.1), determined as follows.

A. The form should be filled out as follows:

-Offeror is to enter its Annual Proposed Price per year for the first three contract years.

-Offeror is to total these three annual amounts; this total will be the Offeror's total evaluated price.

-Offeror is to divide each Annual Proposed Price by 12 to calculate the Offeror's Monthly Proposed Price for each year. This is the anticipated monthly invoice amount to be paid to the Contractor, based on the projected population figures.

-Offeror is to divide the Monthly Proposed Price for each year by each year's Estimated Average Inmate Population, and enter these amounts as the Monthly Price Per Inmate.

B. The total annual Price is the Price to supply the services to the Inmate population – the projected population for each year is recorded in the first column. Payment will be made twice monthly (See § 3.3.1) and will be based on the total annual Price divided by 12. This monthly Price will be adjusted by the Monthly Price Per Inmate, up or down per individual, when the actual population count for the end of a month differs from the projected population count by more than 750 (See § 3.3.2).

For example: If the actual population count exceeds the projected population count by 810, the monthly Price will be increased by sixty (60) times the Monthly Price Per Inmate (the difference of 810 and 750); if the actual population count is 810 less than the projected count, the monthly Price will be decreased by sixty (60) times the Monthly Price Per Inmate.

C. The Offeror shall submit a separate price (Optional Price #1) to provide a new Electronic Health Record system (See § 3.68) on F-4 for Service 1. (See also § 3.3.4)

- D. The Offeror shall submit a separate price (Optional Price #2) based on the bidder's evaluation of and potential maximization of Telemedicine services (additional equipment, additional peripherals) (See § 3.34.7) on F-4 for Service 2. (See also § 3.3.4)

- E. The Offeror shall submit a separate price (Optional Price #3) for a complete digital x-ray system (See § 3.43.4) to include electronic picture archiving and communication system (storage, retrieval and reading of digital x-ray images, including an interface with the Department's EHR system) on F-4 for Service 3. (See also § 3.3.4)

**ATTACHMENT F-2: Financial Proposal Form – Inmate Medical Health Care and Utilization Services [DPSCS Q0012013]
(50K Cap Cost Sharing)**

[Company Name]				
[Address]				
[City, State, Zipcode]				
[Federal Identification Number]				
[eMaryland Marketplace Number]			[MDOT MBE Number (if applicable)]	
Authorized Representative (AR) Name/title				
[AR Phone #]			[AR Fax #]	
[AR Email Address]				
Contract Period (CP)	Estimated Average Inmate Population (CP 1, 2, and 3)	Offeror's Contract Period (CP) Proposed Price	Offeror's CP Proposed Price divided by 18 months for the 1st CP and 12 months for CPs 1-4 = Offeror's Monthly Proposed Price	Offeror's Monthly Proposed Price divided by Estimated Average Inmate Population = Monthly Price Per Inmate
CP 1	26,025			
CP 2	26,057			
CP 3	26,098*			
	Three CP Total	\$ _____		
Authorized Representative Signature/Date				

* This same Estimated Average Inmate Population is to be used for all calculations for Contract Periods 4 and 5

**ATTACHMENT F-3: Financial Proposal Form – Inmate Medical Health Care and Utilization Services [DPSCS Q0012013]
(25K Cap Cost Sharing)**

[Company Name]				
[Address]				
[City, State, Zipcode]				
[Federal Identification Number]				
[eMaryland Marketplace Number]			[MDOT MBE Number (if applicable)]	
Authorized Representative (AR) Name/title				
[AR Phone #]			[AR Fax #]	
[AR Email Address]				
Contract Period (CP)	Estimated Average Inmate Population (CP 1, 2, and 3)	Offeror's Contract Period (CP) Proposed Price	Offeror's CP Proposed Price divided by 18 months for the 1st CP and 12 months for CPs 1-4 = Offeror's Monthly Proposed Price	Offeror's Monthly Proposed Price divided by Estimated Average Inmate Population = Monthly Price Per Inmate
CP 1	26,025			
CP 2	26,057			
CP 3	26,098*			
	Three CP Total	\$ _____		
Authorized Representative Signature/Date				

* This same Estimated Average Inmate Population is to be used for all calculations for Contract Periods 4 and 5

**ATTACHMENT F-4: Financial Proposal Form – Inmate Medical Health Care and Utilization Services [DPSCS Q0012013]
Three Optional Services (Firm Fixed Prices)**

[Address]					
[City, State, Zipcode]					
[Federal Identification Number]					
[eMaryland Marketplace #]			[MDOT MBE # (if applicable)]		
Authorized Representative (AR) Name/title					
[AR Phone Number]			[AR Fax Number]		
[AR Email Address]					
	Contract Period 1	Contract Period 2	Contract Period 3	Contract Period 4	Contract Period 5
Optional Service #1 (New EHR)					
Optional Service #2 (Enhanced Telemedicine)					
Optional Service #3 (New Digital X-ray)					
Authorized Signature/Date					

ATTACHMENT G-1: DPSCS Overview / G-2: Average Daily Population

Attachment G-1 DPSCS Overview

DEPARTMENT OF PUBLIC SAFETY FACILITIES
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DPSCS MISSION AND VISION

Mission:

The Department of Public Safety and Correctional Services protects the public, its employees, and detainees and offenders under its supervision.

Vision:

The Maryland Department of Public Safety and Correctional Services will be nationally recognized as a department that believes its own employees are its greatest strength, and values the development of their talents, skills, and leadership.

We will be known for dealing with tough issues like gang violence, by capitalizing on the strength of interagency collaboration.

We will be nationally known as the department that takes responsibility for the greatest of problems, and moves quickly and quietly to bring about successful change.

The Department of Public Safety and Correctional Services will be known as one of the national leaders in the development and use of technology through system interoperability.

Others will look to this department for its effective leadership and evidence-based practices.

We will be known for our belief in the value of the human being, and the way we protect those individuals, whether they are members of the public, our own employees, those we are obligated to keep safe and in custody, or victims of crime.

The Maryland Department of Public Safety and Correctional Services will be known as an organization that focuses on its mission and takes care of its people.

SECURITY LEVELS

The security level of a prison is based on physical features that help control inmate behavior and prevent escape. The Division has prisons with six security levels:

Attachment G-1 DPSCS Overview

Maximum Level II is the highest security level for special problem males who have shown a pattern of violence or institutional misconduct, or are very high escape risks. Assignment to this security level involves a reduction in programs and privileges. Inmate movement is highly restricted and is conducted under close direct supervision.

Maximum Level I security prisons confine inmates who pose a high risk of violence, are escape risks, have a history of serious behavior problems, or are likely to have serious behavior problems. Movement is supervised and scheduled.

Medium Level II security prisons confine inmates who pose a risk of violence, are above moderate risk of escape, or who have demonstrated through institutional adjustment that they do not require maximum security status.

Medium Level I security prisons confine inmates who have some risk of violence, moderate risk of escape, or a limited history of behavior problems. Housing units are under continuous supervision and movement is scheduled.

Minimum security facilities have fewer security features and confine inmates having less risk of violence or escape and a satisfactory behavior record. Movement within the facility may occur with or without direct supervision.

Pre-Release is the lowest security level. Pre-release facilities have the fewest security features. This level is for inmates who present the least risk of violence or escape and have established an excellent record of acceptable behavior. Inmates may have access to the community for work release, special leave, compassionate leave and family leave.

Administrative security facilities have multiple security levels and a unique role and mission.

INSTITUTIONS AND FACILITIES

BALTIMORE PRE-TRIAL SYSTEM

Baltimore Pre-Trial is officially called the Division of Pre-trial Detention and Services (DPDS). It consists of three agencies within itself: the Baltimore City Detention Center (BCDC), the Baltimore Central Booking and Intake Center (BCBIC) and the Pretrial Release Program (PRSP)

Attachment G-1 DPSCS Overview

BCDC (formerly known as the Baltimore City Jail), is one of the largest pre-trial institutions in the country. It consists of the Men's' Detention Center (MDC), the Women's' Detention Center (WDC), and the Jail Industries Building. (JI)

The Baltimore Central Intake and Booking Center processes individuals arrested in Baltimore City. Through the use of computerized fingerprint and photograph systems, video bail hearings, and a data system that automatically updates the courts, police, and correctional offender files, the offender booking process is substantially reduced.

Both BCDC and BCBIC are under the direction of the Commissioner of the Division of Pretrial Detention and Services. This commissioner reports to the Secretary for the Department in a parallel fashion to the commissioner for the non pretrial facilities.

BALTIMORE REGION PRISON SYSTEM

Maryland Reception, Diagnostic and Classification Center (MRDCC) is an administrative security facility in Baltimore. Intake at MRDCC is comprised of all adult males committed to the Division, as well as all technical parole violators and escapees. Inmates are transferred from MRDCC to maintaining facilities after evaluation and classification.

Maryland Correctional Adjustment Center (MCAC) is a maximum level II facility in Baltimore, with the population of Federal Detainees.

Metropolitan Transition Center (MTC) is an administrative security facility located in the former Maryland Penitentiary complex in Baltimore. Inmates with short sentences are transferred to MTC where they are provided services to prepare them for transition to be released. The State Department of Education offers adult basic education, adult secondary education (GED) and library services. Addictions, social work and religious services are also provided. Administratively, the following Baltimore pre-release facilities are managed by the warden of MTC:

Baltimore Pre-Release Unit (BPRU)

Baltimore City Correctional Center (BCCC)

Attachment G-1 DPSCS Overview

Division of Parole and Probation Pre-Release Program:

Central Home Detention Unit (CHDU) is a pre-release program for eligible inmates from the Baltimore Metropolitan area. CHDU allows inmates to live in approved private residences and work in the community. Supervision is conducted by electronic monitoring equipment and intensive 24-hour oversight. Public service or gainful employment is mandatory, and substance abuse, school, and self-help programs may be required as a condition of placement.

EASTERN SHORE REGION

Eastern Correctional Institution (ECI) is a medium level I facility located in Westover, MD. Educational programs include basic and adult secondary education (GED), a college program and library services. ECI has occupational training programs in auto mechanics, office practices, masonry, drafting and residential construction. On-the-job training is available in sewing, laundry services and furniture/furniture restoration through Maryland Correctional Enterprises (MCE).

Eastern Correctional Institution-Annex (ECI-X) is a separate minimum security facility in the Eastern Complex providing rehabilitative programming and other reentry opportunities.

Poplar Hill Pre-Release Unit (PHPRU) is a pre-release security facility in Quantico that offers work release and other rehabilitative programs. PHPRU is under the authority of ECI.

HAGERSTOWN REGION

Maryland Correctional Training Center (MCTC) is a medium security facility in Hagerstown. MCTC offers educational programs in basic education, library services, adult secondary education (GED), and a college program. Occupational training is available in auto mechanics repair, auto body repair, graphics, HVAC, masonry, plumbing, electrical wiring and residential construction. On-the-job training in the manufacturing of modular office units is available through MCE. MCTC also has minimum and pre-release security housing units. Eligible inmates participate in work release.

Maryland Correctional Institution - Hagerstown (MCI-H) is a medium security facility in Hagerstown. MCI-H offers programs in adult basic education, adult secondary education (GED) and library services. Occupational training programs include sheet metal and

Attachment G-1 DPSCS Overview

upholstery. MCE offers an apprenticeship program in meat cutting and on-the-job training in metal fabrication, upholstery, brush, and carton manufacturing.

Roxbury Correctional Institution (RCI) is a medium security facility in Hagerstown. RCI offers programs in adult basic education, adult secondary education (GED) and library services. Occupational training is available in office practices, auto mechanics, building maintenance, masonry, computer literacy, and drafting. MCE offers manufacturing jobs in graphics, recycling and agriculture.

JESSUP REGION

Maryland Correctional Institution - Jessup (MCI-J) is a medium security facility in Jessup. MCI-J offers adult basic education, adult secondary education (GED), and library services. Occupational courses include auto mechanics, and a computer graphic arts shop. MCE offers training and employment in three separate offset and quick copy printing plants.

Maryland Correctional Institution for Women (MCIW) in Jessup is the only major prison for women. It contains its own Reception, Diagnostic and Classification Center. This administrative security facility includes maximum, medium, minimum security and pre-release housing. At MCIW, courses are available in adult basic education, adult secondary education (GED), college programs and library services. Also offered are occupational programs in office practices, and multi-occupational construction trades. On-the-job training is available in sewing, bulk mailing services and data entry. MCE offers training and employment in CADD design and planning. A parenting program is available for pregnant inmates and female inmates with children. Under the authority of MCIW is the Baltimore Pre-Release Unit for Women (BPRUW), which offers work release and other rehabilitative programs for females.

Jessup Correctional Institution (JCI) is a maximum level I/medium level II institution in Jessup. Adult basic and adult secondary education (GED), post-secondary education and library services are offered. MCE offers manufacturing jobs in sewing, furniture, and vehicle license tags.

WESTERN MARYLAND REGION

Western Correctional Institution (WCI) is a maximum level I institution in Cumberland. Adult basic, adult secondary and post-secondary education services are available. Library services are

Attachment G-1 DPSCS Overview

also found here. An MCE location here offers manufacturing jobs in furniture.

North Branch Correctional Institution (NBCI) was opened in 2002. NBCI is a maximum level II facility with limited inmate movement

MARYLAND CORRECTIONAL PRE-RELEASE SYSTEM

Maryland Correctional Pre-Release System (MCPRS) has six minimum and pre-release units throughout the state and an administrative headquarters in Jessup. Some of these units offer work release and other rehabilitative programs for males. MCPRS units have adult basic education and adult secondary education (GED) programs as well as occupational education at selected locations. At some locations community agencies provide these educational services. Employment readiness workshops are offered at several locations. Most units provide work details and road crews for county and state agencies. MCPRS headquarters oversees contractual pre-release units operated by private and local government agencies. The units in the MCPRS are:

Minimum Security Facilities:

Brockbridge Correctional Facility (BCF)—Jessup
Central Laundry Facility (CLF)—Sykesville
Jessup Pre-Release Unit (JPRU)—Jessup

Pre-Release Security Facilities:

Eastern Pre-Release Unit (EPRU)—Church Hill
Southern Maryland Pre-Release Unit (SMPRU)—
Charlotte Hall

PATUXENT INSTITUTION:

Patuxent Institution and its programs are not part of the Division of Correction. Patuxent is for males or females who need and want specialized treatment. Patuxent's director reports to the Secretary of Public Safety and Correctional Services. Adult basic, secondary and occupational education is provided by the State Department of Education. An inmate can ask to be referred to Patuxent for evaluation; the following people can also make a referral:

- The sentencing judge;
- The state's attorney of the jurisdiction in which the inmate was last convicted;
- The Commissioner of Correction or a Division employee.

An inmate can be referred to Patuxent for evaluation if he/she:

Attachment G-1 DPSCS Overview

- Has three years left to serve;
- Has not been at Patuxent in the last three years;
- Is not excluded by Maryland law; and
- Meets criteria established by the Secretary of Public Safety and Correctional Services.

If an inmate goes to Patuxent, staff there will decide if he/she should remain for treatment as an eligible person. If an inmate remains at Patuxent, he/she will be under Patuxent's rules and regulations and not under the rules and regulations of the Division. Patuxent has academic and occupational programs, work release program, and a parole system. An inmate may return to the Division upon request.

The Patuxent Youth Program is for males and females who, at the time of sentencing, are 21 years old or younger. The Patuxent Youth Program is not voluntary. If a judge recommends a youth for the program and following assessment, the youth is accepted into the program, the youth remains in the program unless discharged by the director or released. Division inmates may be transferred from MRDCC to Patuxent for temporary housing. The Division's mental health services are centered at Patuxent in the Correctional Mental Health Center- Jessup (CMHC-J). Inmates sent to Patuxent for the CMHC-J or for temporary housing are not in the Patuxent program.

Attachment G2 Average Daily Population

ADP FY11

	JCI	MCIJ	MCIW	BCF	JPRU	SMPRU	EPRU	CMCF	PATX	JESSUP	ECI	ECI-A	PHPRU	EASTERN	MTC	MCAC
July-10	1,707	1,026	829	602	588	173	175	494	895	6,489	2,704	601	185	3,490	680	242
August-10	1,709	1,033	831	589	586	173	175	492	889	6,477	2,688	604	189	3,481	686	257
September-10	1,706	1,038	835	588	585	172	177	492	887	6,480	2,693	603	185	3,481	677	272
October-10	1,704	1,047	841	589	589	175	175	488	872	6,480	2,701	603	186	3,490	679	283
November-10	1,689	1,046	835	624	589	177	174	501	954	6,589	2,692	603	182	3,477	679	318
December-10	1,686	1,037	831	639	588	173	175	511	888	6,528	2,669	604	184	3,457	702	357
January-11	1,679	1,045	847	642	585	176	178	512	914	6,578	2,668	604	189	3,461	759	403
February-11	1,688	1,035	854	642	590	177	178	512	937	6,613	2,682	601	190	3,473	784	457
March-11	1,700	1,037	850	641	590	173	177	513	977	6,658	2,677	601	189	3,467	794	472
April-11	1,696	1,043	848	640	591	176	175	512	980	6,661	2,702	602	189	3,493	808	462
May-11	1,708	1,037	849	643	588	177	178	512	972	6,664	2,690	602	189	3,481	867	421
June-11										0				0		
Monthly Average	2,075	1,269	1,028	760	719	214	215	615	1,129	7,222	2,957	663	206	3,825	812	394

** All ADP comes from George Mitchell unless otherwise specified

Attachment G2 Average Daily Population

ADP FY11

	MRDCC	BPRU	HDU	BCCC	BCDC Males	BCDC Females	Total BCDC	CBIF	BALTIMORE	MCIH	MCTC	RCI	WCI	NBCI	WESTERN	TOTAL
July-10	696	170	191	496	2,119	331	2,450	912	5,837	2,112	2,617	1,731	1,656	1,472	9,588	25,404
August-10	698	180	201	494	2,163	363	2,526	924	5,966	2,096	2,717	1,724	1,674	1,467	9,678	25,602
September-10	694	176	224	494	2,297	400	2,697	960	6,194	2,100	2,741	1,723	1,687	1,465	9,716	25,871
October-10	691	181	208	501	2,324	392	2,716	951	6,210	2,115	2,774	1,734	1,691	1,463	9,777	25,957
November-10	702	194	215	500	2,291	355	2,646	879	6,133	2,083	2,833	1,726	1,701	1,463	9,806	26,005
December-10	696	194	202	499	2,186	305	2,491	759	5,900	2,074	2,870	1,718	1,696	1,459	9,817	25,702
January-11	571	192	192	498	2,173	271	2,444	740	5,799	2,068	2,862	1,727	1,707	1,456	9,820	25,658
February-11	569	184	196	501	2,098	271	2,369	833	5,893	2,055	2,888	1,733	1,704	1,458	9,838	25,817
March-11	600	177	214	497	2,023	297	2,320	868	5,942	2,064	2,891	1,733	1,702	1,450	9,840	25,907
April-11	672	188	233	501	1,894	294	2,188	885	5,937	2,081	2,903	1,734	1,690	1,454	9,862	25,953
May-11	741	191	247	500	1,908	312	2,220	896	6,083	2,084	2,916	1,727	1,692	1,463	9,882	26,110
June-11									0						0	0
Monthly Average	733	203	232	548	2,348	359	2,707	961	6,589	2,293	3,101	1,901	1,860	1,607	10,762	28,399

** All ADP comes fr

**ATTACHMENT H-1: Duvall vs O'Malley Consent Decree /
H-2: Duvall vs O'Malley Consent Decree Annotated**

Attachment H-1 Duvall vs O'Malley Consent Decree

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JEROME DUVALL, et al.,

Plaintiffs,

v.

MARTIN O'MALLEY, et al.,

Defendants.

Civil Action No. JFM-94-2541

* * * * *

PARTIAL SETTLEMENT AGREEMENT

I. PROCEDURAL BACKGROUND

1. This is a consolidated class action filed under 42 U.S.C. § 1983 challenging conditions of confinement at the Baltimore City Detention Center ("BCDC"). The Court has jurisdiction over the subject matter of this litigation pursuant to 42 U.S.C. § 1343(3).
2. This case, originally entitled *Duvall v. Lee*, Civil No. K-76-1255, was filed in 1976. On April 24, 1981, this case was consolidated with *Collins v. Schoonfield*, Civil No. 71-500-K, which was originally filed in 1971.
3. On July 9, 1993, the Court approved a Revised Consolidated Decree, entered by consent of the parties, that provides injunctive relief on a number of issues, including medical care, mental health care, and physical plant conditions. The relief granted by the Revised Consolidated Decree was stayed on October 31, 1997 and the case was placed on the inactive docket on January 7, 1999.

4. On December 18, 2003, Plaintiffs filed a motion to restore the case to the active docket. Thereafter, on April 23, 2004, Defendants filed a renewed motion to terminate the Revised Consolidated Decree. The Court granted the motion to restore the case to the active docket on August 31, 2004. Since that time the parties have been conducting discovery and preparing for a hearing with regard to Defendants' renewed motion to terminate the Revised Consolidated Decree. During the period of discovery, the parties acknowledge that certain improvements, such as the air-conditioning of the Women's Detention Center, have occurred, and that the parties desire and expect further improvements.

5. The parties have engaged in settlement negotiations and have reached agreement as to all the areas in dispute with the exception of the method of protecting from heat injury detainees with high security or high-medium security classifications. The parties agree that the issue of protecting from heat injury detainees with high or high-medium security classifications will be resolved by the Court. The terms of this Partial Settlement Agreement are set forth in Sections II through VI below.

II. PROCEDURAL MATTERS

6. This Partial Settlement Agreement is not a consent decree and the parties do not intend it to be construed as such. It does not operate as an adjudication of the merits of the litigation.

7. The Court's approval of this Partial Settlement Agreement is sought only to comply with the provisions of Fed. R. Civ. P. 23(e) and not to convert this Partial Settlement Agreement into a consent decree.

8. Nothing in this Partial Settlement Agreement is intended to create, nor shall it be construed as, an admission of liability of or by any party.

9. If the Partial Settlement Agreement is accepted by the Court, all issues in this case, with the exception of the issue of the method for protection from heat injury for detainees with high or high-medium security classifications, shall be conditionally dismissed without prejudice on the terms and conditions set forth below.

III. MEDICAL PROVISIONS

A. Scope of Obligations Regarding the Medical Provisions

10. Nothing in the provisions of this Partial Settlement Agreement is to be construed as a delegation of Defendants' duties to provide medical care consistent with constitutional requirements. Defendants retain discretion as to the methods necessary to maintain or produce compliance with this Partial Settlement Agreement. Defendants intend to use, within the exercise of their discretion, the contractual tools at their disposal to maintain or effectuate implementation of these provisions. Except where otherwise indicated, the provisions in this Section III apply to the BCDC and to the Central Booking and Intake Center ("Central Booking").

B. Medication

11. For those circumstances in which the practitioner makes a clinical judgment not to continue a medication reported by a detainee until the detainee's reported existing prescription can be confirmed, Defendants shall implement a system that, within 48 hours of a detainee's¹ arrival in

¹The term "detainee" in this Partial Settlement Agreement refers to all members of the

Central Booking, reliably makes reasonable attempts to contact the community medical providers identified by the detainee to attempt to confirm such prescription, unless a shorter time for confirmation is required to protect the detainee from a significant risk of adverse effect on the detainee's health. If the detainee arrives at Central Booking on a weekend or holiday, and as a result attempts to contact the provider cannot occur within 48 hours, the provider shall make a decision as to whether delay in confirming the prescription for 72 hours would have an adverse effect on the detainee's health, and if so take appropriate clinical measures to minimize or eliminate that adverse effect. In no event shall the reasonable attempts to contact the community medical providers be delayed more than 72 hours. Detainees with HIV who can describe their anti-retroviral medications will receive their medications within 24 hours. In other cases in which detainees with HIV state that they were receiving anti-retrovirals but cannot provide necessary information for a prescription, staff will aggressively attempt to contact outside providers to determine the information necessary to continue the detainees' medications.

12. In all other cases in which a detainee entering Central Booking reports that he or she is currently taking prescribed medications that, if interrupted, would pose a risk of adversely affecting health, the detainee shall be provided with such medications or equivalent medications within 24 hours of arrival, unless a physical examination discloses that treatment is not required or continuation is not consistent with standard medical practice.

Plaintiff class, regardless of whether the class member is awaiting disposition of a criminal charge or serving a sentence following conviction.

13. Defendants shall continue their existing program for methadone maintenance available to all detainees who enter the jail while participating in a methadone maintenance program pursuant to a valid prescription.

14. Defendants shall develop and implement written policies and procedures reflecting the actions described in ¶¶ 11-13 above.

15. Defendants shall develop and implement a system for reliably renewing chronic medications, or making a determination not to renew such medications, that is not dependent upon the detainee's use of the sick call sign-up system. This system shall be reflected in an appropriate protocol.

16. Defendants shall develop and implement a protocol or clinical pathway that provides that detainees will be provided with appropriate pain medication based on standard medical practice.

17. Medication Administration Records ("MARS") shall be routinely completed by staff in an appropriate manner for all prescribed, dispensed, and undispensed medications.

18. Practitioners who prescribe particular medications shall be provided with continuing medical education regarding current preferred pharmaceutical practices with regard to HIV, Hepatitis C, diabetes, and major mental illnesses. Defendants shall implement a quality assurance mechanism to assure that practitioners are prescribing medications for these diseases in a manner consistent with current medical practice standards. Defendants shall review the formulary provisions for psychotropic medications and adjust the formulary if appropriate.

C. Chronic Care and Follow-up Care

19. Defendants shall develop and implement a policy providing that the plan of care developed at the time of the intake history and physical shall guide care for chronic and acute disorders known at that time. The plan of care shall in appropriate cases include medication and other orders and referrals for specialty care.

20. Defendants shall develop and implement a system that assures that the plan of care, as updated by further medical findings, is appropriately executed.

21. Orders for laboratory testing shall be reliably executed. Where a test results in an abnormal finding, such finding shall be given follow-up care consistent with standard medical practice and institutional protocols.

22. Abnormal findings that require follow-up after a detainee has been released from Defendants' custody shall be disclosed to the detainee by the time of release. Where time permits, a copy of the abnormal findings or a written medical summary shall be provided to the detainee.

23. Defendants shall develop and implement appropriate standard protocols for treatment of asthma, cardiac disease, diabetes, hypertension, HIV infection, Hepatitis C infection, tuberculosis, MRSA, seizure disorder, and pregnancy.

24. Where appropriate monitoring and treatment of chronic disease requires the use of specialist care, such specialist care shall be provided. Defendants shall have appropriate mechanisms to assure that necessary back-up is available in the event of a disruption in contractual specialist services.

25. X-ray services and other tests shall be provided within a time frame consistent with the urgency of the complaint.

26. Defendants shall develop and implement policies that provide guidelines for the maximum amount of time that can safely elapse before emergent, urgent, or routine specialist referral or laboratory or other testing is provided. The policies shall include guidelines specifying that non-urgent and non-emergent orders for laboratory or other testing shall be completed within 48 hours. A reliable tracking system to assist in assuring that such services are provided in a safe time frame shall be implemented.

27. Necessary accommodations for detainees with disabilities shall be provided, including housing, services and supplies. Housing accommodations shall address the needs of detainees with disabilities for access to showers or baths, beds, toileting facilities, and mobility. In particular, detainees who require wheelchairs shall be provided with accessible toilets, sinks, showers (including shower chairs or handheld units), and grab bars for use in getting in and out of bed. Appropriate fixtures such as flushing mechanisms and sink controls shall be available in cells for persons with disabilities. The cells themselves shall be accessible for persons using wheelchairs. Detainees with disabilities will also be provided with appropriate services and supplies, including dressing changes for wounds and access to the law library.

28. Detainees who require medical supplies, including dressing changes for wounds, will be provided with such appropriate services and supplies in a timely manner.

29. Defendants shall develop and implement an appropriate protocol for the prevention and treatment of pressure sores.

D. Medical Records

30. Defendants shall develop and implement policies that provide that medical entries shall be promptly filed in the correct section of the detainee's medical record. Such entries include without limitation intake forms, laboratory test results, EKGs, x-ray reports, specialty consultation requests and reports, progress notes, orders, outside medical records, completed sick call slips, and MARS.

31. Provider written notes shall be legible. Entries shall be legibly signed or initialed as appropriate.

32. When a detainee provides a history, or other medical information is available that, if verified, would require medical treatment, providers shall make appropriate efforts to obtain outside medical records and records of previous medical treatment within BCDC and Central Booking. Any such efforts, or decisions not to obtain outside records, shall be documented, consistent with standard medical practice, in the detainee's medical record.

33. Policy shall be developed and implemented providing for the following provisions of this paragraph: Practitioners shall document in the conventional (paper) medical record or electronic personal health record ("EPHR") that they have reviewed all abnormal laboratory tests and other test results and what action if any was indicated. All paper laboratory reports and other reports that indicate an abnormal result shall not be filed in the medical record until they have been initialed or signed, as well as dated, by the provider. All abnormal laboratory reports and other test reports shall be posted in a conventional medical record or EPHR within 24 hours of receipt. Where testing such as blood pressure levels or blood sugar levels is ordered, the results of such

testing shall be recorded in the EPHR. If such testing was not completed, the reason shall be documented in the EPHR. Nurses shall document on the MARs and other orders they execute. If the nurse uses a conventional medical record for documentation, encounters shall be documented, signed and dated and shall include the nurse's level of licensure.

34. Policy shall be developed and implemented providing that conventional medical records or EPHRs shall be available to the practitioner during sick call and other diagnostic and treatment encounters.

E. Access to Health Care

35. Sufficient medically trained intake staff shall be provided to assure that detainees are medically screened within four hours of entry into Central Booking, unless a detainee displays obvious symptoms that make it apparent that more rapid screening is required.

36. An appropriate medical practitioner shall document in the detainee's medical record the diagnosis and treatment plan, within a reasonable time not to exceed seven (7) days, for all detainees who are referred for further medical attention in the screening process.

37. Sick call requests shall be triaged immediately upon receipt according to policies that require that requests for sick call indicating conditions that require an appointment with a registered nurse shall be seen within 48 hours on weekdays and within 72 hours on weekends and holidays. Detainees with urgent or emergent conditions will be seen more quickly as medically necessary.

38. LPNs and unlicensed staff shall not be used to triage sick call requests. Unlicensed staff shall take not vital signs or perform other similar tasks that contribute to evaluation of a patient. LPNs may take vital signs and perform other similar tasks that contribute to evaluation of a

patient but shall not undertake the independent evaluation of a patient in a manner that violates Department of Health and Mental Hygiene Standards of Practice for Licensed Practical Nurses, COMAR § 10.27.02.E.

39. The disease-specific nursing protocols shall assure that RNs do not attempt to diagnose or treat beyond their professional scope of practice.

40. When a sick call encounter with a provider results in a referral to another internal health care practitioner, that referral shall result in an appointment within a reasonable period of time in light of the medical need. All such appointments for conditions that are neither urgent nor emergent shall take place within five days.

41. A scheduling system shall be implemented that assures timely rescheduling when scheduled appointments are missed for any reason. Additionally, any refusals of treatment or missed treatments shall be fully documented.

42. Sufficient custody staff shall be available to ensure appropriate transportation to sick call.

43. An appropriate staffing plan shall be developed and implemented that requires that sufficient medical staff be available to complete triage of sick call requests as required in ¶ 37 above and to see immediately all detainees who need immediate review.

44. Policy shall be developed and implemented that requires that health care staff shall make daily rounds in segregation areas by going cell to cell and speaking to detainees.

45. Staffing shall be sufficient to permit medical staff to respond to health needs.

46. Defendants shall develop and implement appropriate protocols and policies for correctional and medical staff's timely and appropriate response to detainees' emergent health needs.

47. Sufficient custody staff shall be available to ensure the appropriate transportation to medical providers of a detainee with emergent health needs.

F. Particular Diseases and Health Care Needs

48. Sufficient psychiatric staff shall be provided to assure that persons in need of a psychiatric evaluation receive a timely and otherwise appropriate evaluation, including evaluations to determine whether psychotropic medications should be prescribed and whether the detainee requires special suicide precautions.

49. Where bridge orders are used for psychiatric medications, such use shall be consistent with standard medical practice and shall not result in lapses of medication inconsistent with the provisions of § III.B. above.

50. Where medical standards require an in-person evaluation of a detainee's medical status, that evaluation shall be provided by an appropriate level of staff in an appropriate time frame.

51. A psychiatrist shall supervise the mental health treatment program.

52. A psychiatrist shall be on-site five days a week and available on-call within one hour at all times.

53. Appropriate protocols shall be developed and implemented to assure that qualified mental health practitioners provide timely, adequate and appropriate evaluation and treatment to detainees.

54. Pregnant detainees shall be provided with pre-natal, peri-natal, and post-natal care, including monitoring and treatment by a medical provider certified in the management of obstetrical patients, an obstetrician, certified nurse practitioner, or midwife, in a manner that comports with

the current edition of the American College of Obstetricians and Gynecologists standards. High risk obstetrical patients shall be cared for in a manner that comports with the current edition of American College of Obstetricians and Gynecologist standards. Pregnant detainees shall not be restrained during active labor or delivery, and restraints used at other times shall not pose a medical risk to the detainee's health or to the safe continuation of her pregnancy.

55. Detainees who were currently receiving Hepatitis C antiviral treatment in the community shall routinely have that treatment continued in custody, unless there is an appropriate medical reason, such as the development of significant side-effects, for discontinuing such treatment.

56. In the absence of a specific indication for specialist review, such as an opportunistic infection or side-effects from current medications, detainees with HIV who report that they were receiving highly-active anti-retroviral therapy (HAART) in the community whose prescriptions cannot be confirmed by staff shall be evaluated by an infectious disease specialist within 14 days of admission to the facility. The infectious disease specialist shall decide on any medication changes consistent with sound medical judgment. Prior to such evaluation, detainees with HIV who report prescriptions for anti-retrovirals shall be treated in accord with ¶¶ 11-12, *supra*.

57. Detainees who require insulin shall not have their form of insulin changed absent sound medical justification.

58. Defendants shall develop an appropriate protocol to provide for the testing of detainees with possible HIV or Hepatitis C.

59. Detainees withdrawing from alcohol and other drugs shall be provided with monitoring and medical treatment pursuant to an appropriate protocol that meets current medical standards.

G. Suicide Prevention

60. Objects including shower heads in the mental health area, the suicide watch cells, and the holding cells in Central Booking that could be used for hanging shall be removed or otherwise addressed (such as by recessing the shower heads).

H. Medical Housekeeping

61. Defendants shall develop and implement policy providing an appropriate housekeeping program in the medical areas.

I. Staff Performance

62. Staff, including without limitation the nurses in the clinic areas and on-call physicians, shall respond to pages within a reasonable time in light of the circumstances.

63. Defendants shall institute appropriate action, or ensure that the contractor takes such action, when medical staff deliberately fail to perform their medical duties appropriately, or such staff are found sleeping while on duty.

64. Disciplinary proceedings shall be instituted against correctional staff who absent good cause fail to respond to emergency requests for assistance or who otherwise inappropriately interfere with the provision of medical care. The range of potential discipline for such offenses shall include termination.

J. Quality Improvement

65. Defendants will develop and implement appropriate protocols for internal monitoring and quality improvement to ensure compliance with standard medical practice. This system will

include monitoring of adverse outcomes and quality indicators, root cause analyses, and peer review.

K. Other

66. Defendants shall develop all protocols, policies, and critical pathways required in Section III of the Settlement Agreement within 90 days of the Court's approval of this Settlement Agreement. Defendants shall share drafts of the proposed protocols with Plaintiffs' counsel, and provide Plaintiffs' counsel with a minimum of a two-week period to comment on the drafts before the protocols become final. In the event that Defendants choose to submit an existing policy, critical pathway, or protocol in satisfaction of this provision, Plaintiffs shall also be provided with a minimum of two weeks to provide comments on the protocol that Defendants will consider.

IV. PHYSICAL PLANT PROVISIONS

A. Air Quality, Temperature and Humidity Control

67. Defendants shall repair or replace as necessary the 30 roof-top ventilation fans and the power source for the fans at the Men's Detention Center ("MDC"). Defendants shall thereafter maintain all of the 52 current roof-top ventilation fans in a manner that provides air movement equal to the fans' design capacity, as well as the 60 window fans located in the housing units. Absent unexpected developments, Defendants expect to complete these improvements by June 2007.

68. The existing air exhaust system shall be cleaned on a regular schedule and as necessary.

69. Defendants shall ensure that the ventilation system is maintained in proper working condition.

70. For detainees with low or low-medium security classifications, Defendants shall implement their current Heat Management Plan regarding heat risk assessment and identification. Medical staff shall be able to identify a detainee with a medical classification of H-1 and a security classification of low or low-medium security, as determined by custody staff, to be placed only in air-conditioned housing. 200 beds in the JI (Jail Industries) Building shall be reserved for housing such detainees designated for air-conditioned housing only, as well as other detainees with low or low-medium security classifications and H-1 heat risk classifications. Other detainees with low and low-medium security classifications shall be protected from heat injury in the manner provided in the Heat Management Plan.

71. Temperature gauges shall be installed in all MDC housing units. Defendants shall develop and implement policy that provides that, when the temperature reaches 88° in a housing unit, a program to prevent heat injury shall be instituted. This program shall include distribution of water and ice and medical monitoring of affected housing areas. Persons at high risk of heat injury shall be evaluated by medical staff and as necessary treated and moved to safer housing.

72. Fans shall be provided in the housing units of MDC to assist in ventilation, consistent with security needs.

B. Plumbing, Water Supply and Waste Disposal

73. Defendants shall maintain the plumbing improvements designed to prevent flooding in the basement dormitories in WDC.

74. Absent emergency or other extraordinary circumstances, Defendants shall repair all broken dormitory toilets that can be repaired with on-site supplies within 72 hours of discovery of the need for repair. Absent emergency or other extraordinary circumstances, Defendants shall repair

all broken dormitory sinks that can be repaired with on-site supplies within 72 hours of discovery of the need for repair. Absent emergency or other extraordinary circumstances, Defendants shall repair all broken dormitory showers that can be repaired with on-site supplies within 72 hours of discovery of the need for repair.

75. Defendants shall give special attention to repairing non-functional plumbing where such plumbing causes or exacerbates an inability to meet correctional norms for plumbing ratios.

76. Defendants shall eliminate toilet waste lines that result in waste from one toilet migrating to another toilet.

77. The reverse osmosis water treatment system for dialysis shall be provided with a backflow prevention device.

78. Defendants shall keep the floor of the electrical room in the South Basement dry.

79. Water temperatures in the showers shall be tested on a regular basis and any scalding hazards found in such testing shall be promptly addressed.

80. Shower walls and floors shall be maintained in safe and sanitary condition.

81. Sanitary napkin waste shall be disposed of in a safe manner.

C. Laundry

82. Defendants shall develop and implement a policy to enhance the laundry program to assure sufficient capacity and reliability for personal laundry. The goal of the laundry program shall *be to* routinely return cleaned personal laundry to its owner within three days or less. Defendants shall take concrete steps toward implementation of this goal. By August 1, 2007, Defendants shall develop an initial plan to improve laundry services and shall begin implementation of that plan consistent with this goal. Defendants shall thereafter continue to make all good faith efforts

to reach this goal. Defendants shall also establish an efficient and effective system for resolving disputes regarding lost personal laundry.

83. Institutional linens shall be laundered no less than weekly and the linens returned from the laundry shall be safe and sanitary.

D. Overcrowding

84. Defendants shall develop and implement policy to assure that basic needs are met when detainees must be confined in temporary overflow housing because of excessive population. These specific needs include appropriate staffing; access to medical care; access to sanitary and well-maintained toilets, sinks and showers; access to grievance forms; access to regular exercise for detainees housed for more than five days in such areas; and provision of bedding, linens and personal hygiene supplies.

E. Lighting

85. Defendants shall replace broken lights within 72 hours of discovery of the need for replacement. Individual cells lacking cell lighting shall not be occupied while that lighting is non-functional. Light covers shall be cleaned on a regular basis.

86. After the light covers have been cleaned, Defendants shall evaluate whether increased lighting is required in any housing areas.

F. Maintenance

87. Defendants shall provide sufficient staffing and other resources to develop and implement an appropriate preventive maintenance program. Defendants shall utilize persons with appropriate expertise to develop the preventive maintenance program.

88. The preventive maintenance program shall include an electronic tracking or inventory system.

89. The preventive maintenance program shall address as priorities the plumbing, heating, ventilation, and electric systems, as well as the elevators.

90. Absent a general emergency, no detainee shall be left in a cell with a non-functional toilet for more than eight hours.

91. Missing and broken metal nosing strips shall be promptly repaired on stairwells.

92. Defendants shall employ sufficient staffing and other resources to make possible emergency, routine, and preventive maintenance.

G. Housekeeping and Sanitation

93. Defendants shall develop and implement an appropriate policy for housekeeping and sanitation. Persons with appropriate expertise shall be utilized in the development of this policy. The policy shall include provision for adequate supplies of appropriate cleaning supplies. The policy shall include a designation of required cleaning supplies and the specifications for disinfectants (including concentration) to be used in the housing areas and in other areas of BCDC. The policy shall also specify the system for distribution of cleaning supplies. The policy shall give appropriate attention to cleaning the toilets.

94. Defendants shall develop and implement an appropriate policy providing that staff supervisors are responsible for enforcing necessary sanitation standards. The policy shall provide that any detainees involved in diluting disinfectants are properly trained and supervised so that such detainees follow all applicable manufacturers' directions, including any directions

regarding the use of protective equipment. The policy shall also provide that appropriate training will be given to all persons who perform housekeeping duties, including detainee workers, and it shall provide for appropriate protective garb for detainees who clean toilets and showers. The policy shall contain appropriate sanctions regarding improper performance of housekeeping tasks, and those sanctions shall be reliably imposed in appropriate circumstances. The policy shall also provide for an appropriate system of self-monitoring of housekeeping tasks.

95. Appropriate vermin control (rodents and insects) shall be provided in the housing units.

96. In addition to appropriate actions to remove mold from showers and other areas with mold growth, immediate and effective steps shall be taken to remove mold from the Wyatt Building, followed by appropriate steps to prevent regrowth.

97. Defendants shall develop and implement a policy that provides for an effective system for distribution of necessary personal hygiene products, including toilet paper and sanitary napkins.

98. Utility closets shall be maintained in a clean and sanitary condition, and shall be maintained with adequate lighting. Defendants shall provide utility closets on the upper tiers of the cellblocks where feasible. On other cellblocks, Defendants shall add water spigots by December 31, 2008. Defendants shall develop and implement appropriate policy for use on those tiers without a utility closet.

99. The use of common bar soap shall be eliminated in non-housing areas and replaced with appropriate cleaning agents that do not pose a risk of spreading disease. Detainees in dormitory housing shall be supplied with individual bar soap.

100. Defendants shall continue to track Staphylococcus aureus infections among detainees and to take reasonable steps to eliminate person-to-person transmission of such infections.

101. Defendants will implement an effective program of replacing mattresses that can no longer be cleaned. This program may include the use of mattress covers. All mattresses or mattress covers given to detainees shall be cleaned and sanitized prior to distribution to a different user. Blankets that are no longer serviceable shall be replaced. Policy shall be developed and implemented that requires replacement of mattresses when they are no longer cleanable or serviceable, even with a clean cover.

H. Medical Areas

102. Adequate storage space shall be provided for the medical clinics. All supplies shall be stored in an orderly and sanitary manner. A separate area, not accessible to detainees, for the storage of all medical supplies shall be provided. Adequate lighting shall be provided in all such storage areas.

I. Attorney Visiting Areas

103. The areas shall be reconfigured to provide a minimum of 19 inches for egress by detainees.

104. The attorney visiting areas shall be modified to adjust sound attenuation in order to protect privacy, create openings that would allow for normal speech between attorney and client, and provide air conditioning or some other form of mechanical ventilation.

J. Food Service and Commissary

105. Hot water shall be added to the food service hand washing sinks and shall be maintained.

106. Defendants shall develop and implement appropriate policies to prevent cross-contamination on the food line.

107. All persons working in the kitchen and food distribution system shall wear hair coverings and clean protective outer garments.

108. Carboys used to provide drinking water in the dormitories shall be properly cleaned between uses.

109. Defendants shall not use naphthalene as a method of pest control.

110. Adequate space shall be provided for food storage off the floor on adequate dunnage.

111. The plumbing pipes in the Commissary storage area shall be checked and, if appropriate, replaced.

112. Appropriate steps shall be taken to remove the feral cats from the loading dock area.

K. Barber Shop

113. A licensed barber shall review and approve Defendants' barbering policy, and provide periodic review of the barbering program.

114. Proper disinfectant shall be used for barbering tools.

L. Other

115. Defendants shall develop all policies required in **Section IV** of this Partial Settlement Agreement within 60 days of the Court's approval of this Partial Settlement Agreement. Defendants shall share drafts of the proposed policies with Plaintiffs' counsel, and provide Plaintiffs' counsel with a minimum of a two-week period to comment on the drafts before the policies become final.

V. MONITORING AND FINAL RESOLUTION

116. Plaintiffs' counsel may monitor Defendants' compliance for a period of two years from the date that the Court approves this Partial Settlement Agreement.

117. During this monitoring period, Plaintiffs' counsel shall have the right to receive medical records of all detainees or former detainees upon presentation of an appropriate release of information form signed by that person. Such records shall be provided without charge.

118. Defendants shall inform Plaintiffs' counsel of all deaths of detainees who died in BCDC or Central Booking, or who died following medical transport from BCDC or Central Booking and shall, without any requirement of a release, provide Plaintiffs' counsel with the medical records of such detainee within a reasonable period of time.

119. Defendants shall provide Plaintiffs' counsel with periodic reports, at quarterly intervals, regarding Defendants' compliance with these provisions during the two-year period that this Settlement Agreement will be in effect. The parties shall agree on the format of the report.

120. Plaintiffs' counsel shall have the right, at times mutually agreed upon by the parties, but at approximately six month intervals during the two years that this Partial Settlement Agreement is in effect, to inspect Central Booking and BCDC with regard to compliance with provisions of this Partial Settlement Agreement.

121. Plaintiffs' counsel shall have the right to attend inmate council meetings and to otherwise meet with detainees. While the parties recognize that Defendants may on occasion be required for valid security reasons to cancel Inmate Council meetings, such meetings shall be rescheduled within a reasonable period of time.

122. Plaintiffs and Defendants will develop a mechanism for bringing individual unmet needs to Defendants' attention in order to resolve any such problems effectively and efficiently. Defendants will make Plaintiffs' counsel's contact information available to all detainees and Defendants will revise the Inmate Handbook and distribute it to all detainees admitted to BCDC.

123. In the event that Plaintiffs believe that Defendants have failed to comply in some significant respect with this Partial Settlement Agreement, Plaintiffs shall provide Defendants with written notice at least one month prior to the expiration of the two-year life of this Partial Settlement Agreement. The parties shall then have sixty days to attempt to resolve any disputes about Plaintiffs' claim.

124. If Plaintiffs' claim is not resolved at the end of the sixty-day period, Plaintiffs may file an appropriate motion to reopen this case. Defendants may oppose this motion on the ground that Defendants have in fact complied with the contested provisions of the Partial Settlement Agreement. The Court will defer acting on any such motion prior to expiration of the Partial Settlement Agreement.

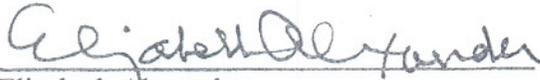
125. Notwithstanding the above provision, Plaintiffs may request that the Court reopen this case in the event that Plaintiffs assert that conditions at the BCDC pose an imminent threat of significant harm to some or all detainees. In that event, Plaintiffs may file a motion for temporary relief with the Court, along with a motion to reopen the case to the extent necessary to deal with the motion for temporary relief. In all cases, Plaintiffs shall give Defendants notice of their concerns no later than the time that Plaintiffs' counsel makes the determination to file a motion for temporary relief.

126. In the event that Plaintiffs have not filed a motion to reopen this case within two years of the date that this Court approves this Partial Settlement Agreement, the Court shall dismiss this case without prejudice. Notwithstanding the previous sentence, resolution of the issue of the method for protection from heat injury of detainees with high and high-medium security classifications who also have H-1 medical heat risk classifications shall not be governed by this Partial Settlement Agreement, but by such orders as the Court may hereafter enter.

VI. CLASS APPROVAL AND FEES AND COSTS

127. Notice of this proposed Settlement Agreement shall be provided to members of the Plaintiff class through posting in the housing units at BCDC and any other manner required by the Court. The Court will thereafter hold whatever hearing it deems appropriate regarding approval of the Settlement Agreement.

128. The parties will attempt to settle the issue of attorneys' fees and costs. If the parties are unsuccessful, they shall submit the issue to the Court for determination.



Elizabeth Alexander
National Prison Project of the ACLU
915 15th Street, NW, 7th Floor
Washington, DC 20005

Counsel for Plaintiff Class

Date: Aug 11, 2009



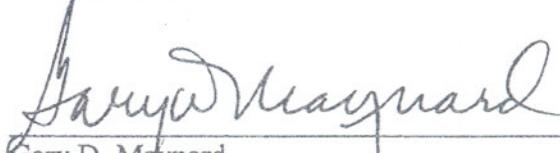
Wendy Hess
Public Justice Center
One North Charles St., Ste 200
Baltimore, Maryland 21201

Counsel for Plaintiff Class

Date: 8.12-2009

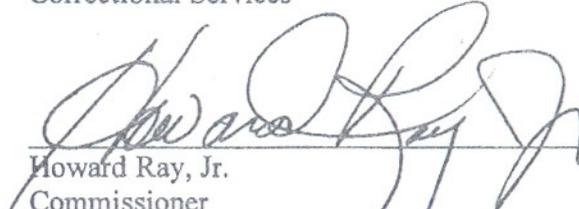
For Defendants:

8-13-09
Date



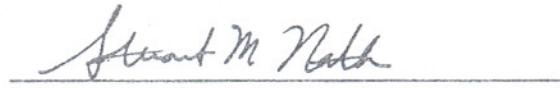
Gary D. Maynard
Secretary
Department of Public Safety and
Correctional Services

7/31/2009
Date



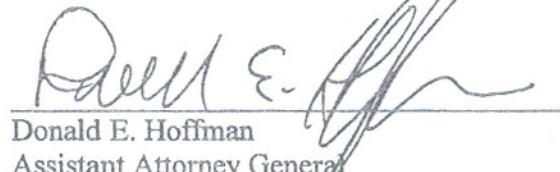
Howard Ray, Jr.
Commissioner
Division of Pretrial Detention and Services
Department of Public Safety and
Correctional Services

8/11/09
Date



Stuart M. Nathan
Principal Counsel
Office of the Attorney General
Department of Public Safety and
Correctional Services

8/11/09
Date



Donald E. Hoffman
Assistant Attorney General
Office of the Attorney General
Department of Public Safety and
Correctional Services

Attachment H-2 Duvall vs. O'Malley Annotated Partial Settlement Agreement June

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

JEROME DUVALL, et al.,

Plaintiffs,

v.

MARTIN O'MALLEY, et al.,

Defendants.

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Civil Action No. JFM-94-2541

* * * * *

PARTIAL SETTLEMENT AGREEMENT

I. PROCEDURAL BACKGROUND

1. This is a consolidated class action filed under 42 U.S.C. § 1983 challenging conditions of confinement at the Baltimore City Detention Center ("BCDC"). The Court has jurisdiction over the subject matter of this litigation pursuant to 42 U.S.C. § 1343(3).
2. This case, originally entitled *Duvall v. Lee*, Civil No. K-76-1255, was filed in 1976. On April 24, 1981, this case was consolidated with *Collins v. Schoonfield*, Civil No.71-500-K, which was originally filed in 1971.
3. On July 9, 1993, the Court approved a Revised Consolidated Decree, entered by consent of the parties, that provides injunctive relief on a number of issues, including medical care, mental health care, and physical plant conditions. The relief granted by the

Revised Consolidated Decree was stayed on October 31, 1997 and the case was placed on the inactive docket on January 7, 1999.

4. On December 18, 2003, Plaintiffs filed a motion to restore the case to the active docket. Thereafter, on April 23, 2004, Defendants filed a renewed motion to terminate the Revised Consolidated Decree. The Court granted the motion to restore the case to the active docket on August 31, 2004. Since that time the parties have been conducting discovery and preparing for a hearing with regard to Defendants' renewed motion to terminate the Revised Consolidated Decree.

During the period of discovery, the parties acknowledge that certain improvements, such as the air-conditioning of the Women's Detention Center, have occurred, and that the parties desire and expect further improvements.

5. The parties have engaged in settlement negotiations and have reached agreement as to all the areas in dispute with the exception of the method of protecting from heat injury detainees with high security or high-medium security classifications. The parties agree that the issue of protecting from heat injury detainees with high or high-medium security classifications will be resolved by the Court. The terms of this Partial Settlement Agreement are set forth in Sections II through VI below.

II. PROCEDURAL MATTERS

6. This Partial Settlement Agreement is not a consent decree and the parties do not intend it to be construed as such. It does not operate as an adjudication of the merits of the litigation.

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7. The Court's approval of this Partial Settlement Agreement is sought only to comply with the provisions of Fed. R. Civ. P. 23(e) and not to convert this Partial Settlement Agreement into a consent decree.

8. Nothing in this Partial Settlement Agreement is intended to create, nor shall it be construed as, an admission of liability of or by any party.

9. If the Partial Settlement Agreement is accepted by the Court, all issues in this case, with the exception of the issue of the method for protection from heat injury for detainees with high or high-medium security classifications, shall be conditionally dismissed without prejudice on the terms and conditions set forth below.

III. MEDICAL PROVISIONS

A. Scope of Obligations Regarding the Medical Provisions

10. Nothing in the provisions of this Partial Settlement Agreement is to be construed as a delegation of Defendants' duties to provide medical care consistent with constitutional requirements. Defendants retain discretion as to the methods necessary to maintain or produce compliance with this Partial Settlement Agreement. Defendants intend to use, within the exercise of their discretion, the contractual tools at their disposal to maintain or effectuate implementation of these provisions. Except where otherwise indicated, the provisions in this Section III apply to the BCDC and to the Central Booking and Intake Center ("Central Booking").

B. Medication

11. For those circumstances in which the practitioner makes a clinical judgment not to continue a medication reported by a detainee until the detainee's reported existing prescription can be confirmed, Defendants shall implement a system that, within 48 hours of a detainee's¹ arrival in Central Booking, reliably makes reasonable attempts to contact the community medical providers identified by the detainee to attempt to confirm such prescription, unless a shorter time for confirmation is required to protect the detainee from a significant risk of adverse effect on the detainee's health. If the detainee arrives at Central Booking on a weekend or holiday, and as a result attempts to contact the provider cannot occur within 48 hours, the provider shall make a decision as to whether delay in confirming the prescription for 72 hours would have an adverse effect on the detainee's health, and if so take appropriate clinical measures to minimize or eliminate that adverse effect. In no event shall the reasonable attempts to contact the community medical providers be delayed more than 72 hours. Detainees with HIV who can describe their anti-retroviral medications will receive their medications within 24 hours. In other cases in which detainees with HIV state that they were receiving anti-retrovirals but cannot provide necessary information for a prescription, staff will aggressively attempt to contact

1

The term "detainee" in this Partial Settlement Agreement refers to all members of the Plaintiff class, regardless of whether the class member is awaiting disposition of a criminal charge or serving a sentence following conviction.

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outside providers to determine the information necessary to continue the detainees' medications.

12. In all other cases in which a detainee entering Central Booking reports that he or she is currently taking prescribed medications that, if interrupted, would pose a risk of adversely affecting health, the detainee shall be provided with such medications or equivalent medications within 24 hours of arrival, unless a physical examination discloses that treatment is not required or continuation is not consistent with standard medical practice.

13. Defendants shall continue their existing program for methadone maintenance available to all detainees who enter the jail while participating in a methadone maintenance program pursuant to a valid prescription.

14. Defendants shall develop and implement written policies and procedures reflecting the actions described in ¶¶ 11-13 above.

15. Defendants shall develop and implement a system for reliably renewing chronic medications, or making a determination not to renew such medications, that is not dependent upon the detainee's use of the sick call sign-up system. This system shall be reflected in an appropriate protocol.

16. Defendants shall develop and implement a protocol or clinical pathway that provides that detainees will be provided with appropriate pain medication based on standard medical practice.

17. Medication Administration Records ("MARS") shall be routinely completed by staff in an appropriate manner for all prescribed, dispensed, and undispensed medications.

18. Practitioners who prescribe particular medications shall be provided with continuing medical education regarding current preferred pharmaceutical practices with regard to HIV, Hepatitis C, diabetes, and major mental illnesses. Defendants shall implement a quality assurance mechanism to assure that practitioners are prescribing medications for these diseases in a manner consistent with current medical practice standards. Defendants shall review the formulary provisions for psychotropic medications and adjust the formulary if appropriate.

C. Chronic Care and Follow-up Care

19. Defendants shall develop and implement a policy providing that the plan of care developed at the time of the intake history and physical shall guide care for chronic and acute disorders known at that time. The plan of care shall in appropriate cases include medication and other orders and referrals for specialty care.

20. Defendants shall develop and implement a system that assures that the plan of care, as updated by further medical findings, is appropriately executed.

21. Orders for laboratory testing shall be reliably executed. Where a test results in an abnormal finding, such finding shall be given follow-up care consistent with standard medical practice and institutional protocols.

22. Abnormal findings that require follow-up after a detainee has been released from Defendants' custody shall be disclosed to the detainee by the time of release. Where time permits, a copy of the abnormal findings or a written medical summary shall be provided to the detainee.

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23. Defendants shall develop and implement appropriate standard protocols for treatment of asthma, cardiac disease, diabetes, hypertension, HIV infection, Hepatitis C infection, tuberculosis, MRSA, seizure disorder, and pregnancy.

24. Where appropriate monitoring and treatment of chronic disease requires the use of specialist care, such specialist care shall be provided. Defendants shall have appropriate mechanisms to assure that necessary back-up is available in the event of a disruption in contractual specialist services.

25. X-ray services and other tests shall be provided within a time frame consistent with the urgency of the complaint.

26. Defendants shall develop and implement policies that provide guidelines for the maximum amount of time that can safely elapse before emergent, urgent, or routine specialist referral or laboratory or other testing is provided. The policies shall include guidelines specifying that non-urgent and non-emergent orders for laboratory or other testing shall be completed within 48 hours. A reliable tracking system to assist in assuring that such services are provided in a safe time frame shall be implemented.

27. Necessary accommodations for detainees with disabilities shall be provided, including housing, services and supplies. Housing accommodations shall address the needs of detainees with disabilities for access to showers or baths, beds, toileting facilities, and mobility. In particular, detainees who require wheelchairs shall be provided with accessible toilets, sinks, showers (including shower chairs or handheld units), and grab bars for use in

getting in and out of bed. Appropriate fixtures such as flushing mechanisms and sink controls shall be available in cells for persons with disabilities. The cells themselves shall be accessible for persons using wheelchairs. Detainees with disabilities will also be provided with appropriate services and supplies, including dressing changes for wounds and access to the law library.

28. Detainees who require medical supplies, including dressing changes for wounds, will be provided with such appropriate services and supplies in a timely manner.

29. Defendants shall develop and implement an appropriate protocol for the prevention and treatment of pressure sores.

D. Medical Records

30. Defendants shall develop and implement policies that provide that medical entries shall be promptly filed in the correct section of the detainee's medical record. Such entries include without limitation intake forms, laboratory test results, EKGs, x-ray reports, specialty consultation requests and reports, progress notes, orders, outside medical records, completed sick call slips, and MARS.

31. Provider written notes shall be legible. Entries shall be legibly signed or initialed as appropriate.

32. When a detainee provides a history, or other medical information is available that, if verified, would require medical treatment, providers shall make appropriate efforts to obtain outside medical records and records of previous medical treatment within BCDC and

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Central Booking. Any such efforts, or decisions not to obtain outside records, shall be documented, consistent with standard medical practice, in the detainee's medical record.

33. Policy shall be developed and implemented providing for the following provisions of this paragraph: Practitioners shall document in the conventional (paper) medical record or electronic personal health record ("EPHR") that they have reviewed all abnormal laboratory tests and other test results and what action if any was indicated. All paper laboratory reports and other reports that indicate an abnormal result shall not be filed in the medical record until they have been initialed or signed, as well as dated, by the provider. All abnormal laboratory reports and other test reports shall be posted in a conventional medical record or EPHR within 24 hours of receipt. Where testing such as blood pressure levels or blood sugar levels is ordered, the results of such testing shall be recorded in the EPHR. If such testing was not completed, the reason shall be documented in the EPHR. Nurses shall document on the MARs and other orders they execute. If the nurse uses a conventional medical record for documentation, encounters shall be documented, signed and dated and shall include the nurse's level of licensure.

34. Policy shall be developed and implemented providing that conventional medical records or EPHRs shall be available to the practitioner during sick call and other diagnostic and treatment encounters.

E. Access to Health Care

35. Sufficient medically trained intake staff shall be provided to assure that detainees are medically screened within four hours of entry into Central Booking, unless a detainee displays obvious symptoms that make it apparent that more rapid screening is required.

36. An appropriate medical practitioner shall document in the detainee's medical record the diagnosis and treatment plan, within a reasonable time not to exceed seven (7) days, for all detainees who are referred for further medical attention in the screening process.

37. Sick call requests shall be triaged immediately upon receipt according to policies that require that requests for sick call indicating conditions that require an appointment with a registered nurse shall be seen within 48 hours on weekdays and within 72 hours on weekends and holidays. Detainees with urgent or emergent conditions will be seen more quickly as medically necessary.

38. LPNs and unlicensed staff shall not be used to triage sick call requests. Unlicensed staff shall take not vital signs or perform other similar tasks that contribute to evaluation of a patient. LPNs may take vital signs and perform other similar tasks that contribute to evaluation of a patient but shall not undertake the independent evaluation of a patient in a manner that violates Department of Health and Mental Hygiene Standards of Practice for Licensed Practical Nurses, COMAR § 10.27.02.E.

39. The disease-specific nursing protocols shall assure that RNs do not attempt to diagnose or treat beyond their professional scope of practice.

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40. When a sick call encounter with a provider results in a referral to another internal health care practitioner, that referral shall result in an appointment within a reasonable period of time in light of the medical need. All such appointments for conditions that are neither urgent nor emergent shall take place within five days.

41. A scheduling system shall be implemented that assures timely rescheduling when scheduled appointments are missed for any reason. Additionally, any refusals of treatment or missed treatments shall be fully documented.

42. Sufficient custody staff shall be available to ensure appropriate transportation to sick call.

43. An appropriate staffing plan shall be developed and implemented that requires that sufficient medical staff be available to complete triage of sick call requests as required in ¶ 37 above and to see immediately all detainees who need immediate review.

44. Policy shall be developed and implemented that requires that health care staff shall make daily rounds in segregation areas by going cell to cell and speaking to detainees.

45. Staffing shall be sufficient to permit medical staff to respond to health needs.

46. Defendants shall develop and implement appropriate protocols and policies for correctional and medical staff's timely and appropriate response to detainees' emergent health needs.

47. Sufficient custody staff shall be available to ensure the appropriate transportation to medical providers of a detainee with emergent health needs.

F. Particular Diseases and Health Care Needs

48. Sufficient psychiatric staff shall be provided to assure that persons in need of a psychiatric evaluation receive a timely and otherwise appropriate evaluation, including evaluations to determine whether psychotropic medications should be prescribed and whether the detainee requires special suicide precautions.

49. Where bridge orders are used for psychiatric medications, such use shall be consistent with standard medical practice and shall not result in lapses of medication inconsistent with the provisions of § III.B. above.

50. Where medical standards require an in-person evaluation of a detainee's medical status, that evaluation shall be provided by an appropriate level of staff in an appropriate time frame.

51. A psychiatrist shall supervise the mental health treatment program.

52. A psychiatrist shall be on-site five days a week and available on-call within one hour at all times.

53. Appropriate protocols shall be developed and implemented to assure that qualified mental health practitioners provide timely, adequate and appropriate evaluation and treatment to detainees.

54. Pregnant detainees shall be provided with pre-natal, perinatal, and post-natal care, including monitoring and treatment by a medical provider certified in the

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management of obstetrical patients, an obstetrician, certified nurse practitioner, or midwife, in a manner that comports with the current edition of the American College of Obstetricians and Gynecologists standards. High risk obstetrical patients shall be cared for in a manner that comports with the current edition of American College of Obstetricians and Gynecologist standards. Pregnant detainees shall not be restrained during active labor or delivery, and restraints used at other times shall not pose a medical risk to the detainee's health or to the safe continuation of her pregnancy. [Plaintiffs cannot commit to this prior to the reviewing the ACOG standards.]'

55. Detainees who were currently receiving Hepatitis C antiviral treatment in the community shall routinely have that treatment continued in custody, unless there is an appropriate medical reason, such as the development of significant side-effects, for discontinuing such treatment.

56. **In the absence of a specific indication for specialist review, such as an opportunistic infection or side-effects from current medications, Detainees with HIV who report that they were receiving highly-active anti-retroviral therapy (HAART) in the community whose prescriptions cannot be confirmed by staff shall be evaluated by an infectious disease specialist within 14 days of admission to the facility. The infectious disease specialist shall decide on any medication changes consistent with sound medical judgment. Prior to such evaluation, detainees with HIV who report prescriptions for anti-retrovirals shall be treated in accord with ¶¶ 11-12, *supra*.**

PLAINTIFFS ACCEPT THIS LANGUAGE PROVIDED THAT WE HAVE AGREEMENT ON THE LANGUAGE ON PARA. 11, SUPRA.

57. Detainees who require insulin shall not have their form of insulin changed absent sound medical justification.

58. Defendants shall develop an appropriate protocol to provide for the testing of detainees with possible HIV or Hepatitis C.

59. Detainees withdrawing from alcohol and other drugs shall be provided with monitoring and medical treatment pursuant to an appropriate protocol that meets current medical standards.

G. Suicide Prevention

60. Objects including shower heads in the mental health area, the suicide watch cells, and the holding cells in Central Booking that could be used for hanging shall be removed or otherwise addressed (such as by recessing the shower heads).

H. Medical Housekeeping

61. Defendants shall develop and implement policy providing an appropriate housekeeping program in the medical areas.

I. Staff Performance

62. Staff, including without limitation the nurses in the clinic areas and on-call physicians, shall respond to pages within a reasonable time in light of the circumstances.

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63. Defendants shall institute appropriate action, or ensure that the contractor takes such action, when medical staff deliberately fail to perform their medical duties appropriately, or such staff are found sleeping while on duty.

64. Disciplinary proceedings shall be instituted against correctional staff who absent good cause fail to respond to emergency requests for assistance or who otherwise inappropriately interfere with the provision of medical care. The range of potential discipline for such offenses shall include termination.

J. Quality Improvement

65. Defendants will develop and implement appropriate protocols for internal monitoring and quality improvement to ensure compliance with standard medical practice. This system will include monitoring of adverse outcomes and quality indicators, root cause analyses, and peer review.

K. Other

66. Defendants shall develop all protocols, policies, and critical pathways required in Section III of the Settlement Agreement within 90 days of the Court's approval of this Settlement Agreement. Defendants shall share drafts of the proposed protocols with Plaintiffs' counsel, and provide Plaintiffs' counsel with a minimum of a two-week period to comment on the drafts before the protocols become final. In the event that Defendants choose to submit an existing policy, critical pathway, or protocol in satisfaction of this

provision, Plaintiffs shall also be provided with a minimum of two weeks to provide comments on the protocol that Defendants will consider.

IV. PHYSICAL PLANT PROVISIONS

A. Air Quality, Temperature and Humidity Control

67. Defendants shall repair or replace as necessary the 30 roof-top ventilation fans and the power source for the fans at the Men's Detention Center ("MDC"). Defendants shall thereafter maintain

all of the 52 current roof-top ventilation fans in a manner that provides air movement equal to the fans' design capacity, as well as the 60 window fans located in the housing units.

Absent unexpected developments, Defendants expect to complete these improvements by June 2007.

68. The existing air exhaust system shall be cleaned on a regular schedule and as necessary.

69. Defendants shall ensure that the ventilation system is maintained in proper working condition

.

70. For detainees with low or low-medium security classifications, Defendants shall implement their current Heat Management Plan regarding heat risk assessment and identification. Medical staff shall be able to identify a detainee with a medical classification

of H-1 and a security classification of low or low-medium security, as determined by custody staff, to be placed

only in air-conditioned housing. 200 beds in the JI (Jail Industries) Building shall be reserved for housing such detainees designated for air-conditioned housing only, as well as other detainees with low or low-medium security classifications and H-1 heat risk classifications. Other detainees with low and low-medium security classifications shall be protected from heat injury in the manner provided in the Heat Management Plan.

71. Temperature gauges shall be installed in all MDC housing units. Defendants shall develop and implement policy that provides that, when the temperature reaches 88° in a housing unit, a program to prevent heat injury shall be instituted. This program shall include distribution of water and ice and medical monitoring of affected housing areas. Persons at high risk of heat injury shall be evaluated by medical staff and as necessary treated and moved to safer housing.

72. Fans shall be provided in the housing units of MDC to assist in ventilation, consistent with security needs.

B. Plumbing, Water Supply and Waste Disposal

73. Defendants shall maintain the plumbing improvements designed to prevent flooding in the basement dormitories in WDC.

74. Absent emergency or other extraordinary circumstances, Defendants shall repair all broken dormitory toilets that can be repaired with on-site supplies within 72 hours of discovery of the need for repair. Absent emergency or other extraordinary circumstances, Defendants shall repair

all broken dormitory sinks that can be repaired with on-site supplies within 72 hours of discovery of the need for repair. Absent emergency or other extraordinary circumstances, Defendants shall repair all broken dormitory showers that can be repaired with on-site supplies within 72 hours of discovery of the need for repair.

75. Defendants shall give special attention to repairing non-functional plumbing where such plumbing causes or exacerbates an inability to meet correctional norms for plumbing ratios.

76. Defendants shall eliminate toilet waste lines that result in waste from one toilet migrating to another toilet.

77. The reverse osmosis water treatment system for dialysis shall be provided with a backflow prevention device.

78. Defendants shall keep the floor of the electrical room in the South Basement dry.

79. Water temperatures in the showers shall be tested on a regular basis and any scalding hazards found in such testing shall be promptly addressed.

80. Shower walls and floors shall be maintained in safe and sanitary condition.

81. Sanitary napkin waste shall be disposed of in a safe manner.

C. Laundry

82. Defendants shall develop and implement a policy to enhance the laundry program to assure sufficient capacity and reliability for personal laundry. The goal of the laundry program shall *be to* routinely return cleaned personal laundry to its owner within three days or less. Defendants shall take concrete steps toward implementation of this goal. By August 1, 2007, Defendants shall develop an

initial plan to improve laundry services and shall begin implementation of that plan consistent with this goal. Defendants shall thereafter continue to make all good faith efforts to reach this goal. Defendants shall also establish an efficient and effective system for resolving disputes regarding lost personal laundry.

83. Institutional linens shall be laundered no less than weekly and the linens returned from the laundry shall be safe and sanitary.

D. Overcrowding

84. Defendants shall develop and implement policy to assure that basic needs are met when detainees must be confined in temporary overflow housing because of excessive population. These specific needs include appropriate staffing; access to medical care; access to sanitary and well-maintained toilets, sinks and showers; access to grievance forms; access to regular exercise for detainees housed for more than five days in such areas; and provision of bedding, linens and personal hygiene supplies.

E. Lighting

85. Defendants shall replace broken lights within 72 hours of discovery of the need for replacement. Individual cells lacking cell lighting shall not be occupied while that lighting is non-functional. Light covers shall be cleaned on a regular basis.

86. After the light covers have been cleaned, Defendants shall evaluate whether increased lighting is required in any housing areas.

F. Maintenance

87. Defendants shall provide sufficient staffing and other resources to develop and implement an appropriate preventive maintenance program. Defendants shall utilize persons with appropriate expertise to develop the preventive maintenance program.

88. The preventive maintenance program shall include an electronic tracking or inventory system. 89. The preventive maintenance program shall address as priorities the plumbing, heating, ventilation, and electric systems, as well as the elevators.

90. Absent a general emergency, no detainee shall be left in a cell with a non-functional toilet for more than eight hours.

91. Missing and broken metal nosing strips shall be promptly repaired on stairwells.

92. Defendants shall employ sufficient staffing and other resources to make possible emergency, routine, and preventive maintenance.

G. Housekeeping and Sanitation

93. Defendants shall develop and implement an appropriate policy for housekeeping and sanitation. Persons with appropriate expertise shall be utilized in the development of this policy. The policy shall include provision for adequate supplies of appropriate cleaning supplies. The policy shall include a designation of required cleaning supplies and the specifications for disinfectants (including concentration) to be used in the housing areas and in other areas of BCDC. The policy shall also specify the system for distribution of cleaning supplies. The policy shall give appropriate attention to cleaning the toilets.

94. Defendants shall develop and implement an appropriate policy providing that staff supervisors are responsible for enforcing necessary sanitation standards. The policy shall

provide that any detainees involved in diluting disinfectants are properly trained and supervised so that

such detainees follow all applicable manufacturers' directions, including any directions regarding the use of protective equipment. The policy shall also provide that appropriate training will be given to all persons who perform housekeeping duties, including detainee workers, and it shall provide for appropriate protective garb for detainees who clean toilets and showers. The policy shall contain appropriate sanctions regarding improper performance of housekeeping tasks, and those sanctions shall be reliably imposed in appropriate circumstances. The policy shall also provide for an appropriate system of self-monitoring of housekeeping tasks.

95. Appropriate vermin control (rodents and insects) shall be provided in the housing units.

96. In addition to appropriate actions to remove mold from showers and other areas with mold growth, immediate and effective steps shall be taken to remove mold from the Wyatt Building, followed by appropriate steps to prevent regrowth.

97. Defendants shall develop and implement a policy that provides for an effective system for distribution of necessary personal hygiene products, including toilet paper and sanitary napkins.

98. Utility closets shall be maintained in a clean and sanitary condition, and shall be maintained with adequate lighting. Defendants shall provide utility closets on the upper tiers of the cellblocks where feasible. On other cellblocks, Defendants shall add water spigots by December 31, 2008. Defendants shall develop and implement appropriate policy for use on those tiers without a utility closet.

99. The use of common bar soap shall be eliminated in non-housing areas and replaced with appropriate cleaning agents that do not pose a risk of spreading disease. Detainees in dormitory housing shall be supplied with individual bar soap.

100. Defendants shall continue to track *Staphylococcus aureus* infections among detainees and to take reasonable steps to eliminate person-to-person transmission of such infections.

101. Defendants will implement an effective program of replacing mattresses that can no longer be cleaned. This program may include the use of mattress covers. All mattresses or mattress covers given to detainees shall be cleaned and sanitized prior to distribution to a different user. Blankets that are no longer serviceable shall be replaced. Policy shall be developed and implemented that requires replacement of mattresses when they are no longer cleanable or serviceable, even with a clean cover.

H. Medical Areas

102. Adequate storage space shall be provided for the medical clinics. All supplies shall be stored in an orderly and sanitary manner. A separate area, not accessible to detainees, for the storage of all medical supplies shall be provided. Adequate lighting shall be provided in all such storage areas.

I. Attorney Visiting Areas

103. The areas shall be reconfigured to provide a minimum of 19 inches for egress by detainees.

104. The attorney visiting areas shall be modified to adjust sound attenuation in order to protect privacy, create openings that would allow for normal speech between attorney and client, and provide air conditioning or some other form of mechanical ventilation.

J. Food Service and Commissary

105. Hot water shall be added to the food service hand washing sinks and shall be maintained.

106. Defendants shall develop and implement appropriate policies to prevent cross-contamination on the food line.

107. All persons working in the kitchen and food distribution system shall wear hair coverings and clean protective outer garments.

108. Carboys used to provide drinking water in the dormitories shall be properly cleaned between uses.

109. Defendants shall not use naphthalene as a method of pest control.

110. Adequate space shall be provided for food storage off the floor on adequate dunnage.

111. The plumbing pipes in the Commissary storage area shall be checked and, if appropriate, replaced.

112. Appropriate steps shall be taken to remove the feral cats from the loading dock area.

K. Barber Shop

113. A licensed barber shall review and approve Defendants' barbering policy, and provide periodic review of the barbering program.

114. Proper disinfectant shall be used for barbering tools.

L. Other

115. Defendants shall develop all policies required **in Section IV** of this Partial Settlement Agreement within 60 days of the Court's approval of this Partial Settlement Agreement. Defendants shall share drafts of the proposed policies with Plaintiffs' counsel, and provide Plaintiffs' counsel with a minimum of a two-week period to comment on the drafts before the policies become final.

V. MONITORING AND FINAL RESOLUTION

116. Plaintiffs' counsel may monitor Defendants' compliance for a period of two years from the date that the Court approves this Partial Settlement Agreement.

117. During this monitoring period, Plaintiffs' counsel shall have the right to receive medical records of all detainees or former detainees upon presentation of an appropriate release of information form signed by that person. Such records shall be provided without charge.

118. Defendants shall inform Plaintiffs' counsel of all deaths of detainees who died in BCDC or Central Booking, or who died following medical transport from BCDC or Central Booking and shall, without any requirement of a release, provide Plaintiffs' counsel with the medical records of such detainee within a reasonable period of time.

119. Defendants shall provide Plaintiffs' counsel with periodic reports, at quarterly intervals, regarding Defendants' compliance with these provisions during the two-year period that this Settlement Agreement will be in effect. The parties shall agree on the format of the report.

120. Plaintiffs' counsel shall have the right, at times mutually agreed upon by the parties, but at approximately six month intervals during the two years that this Partial Settlement

Agreement is in effect, to inspect Central Booking and BCDC with regard to compliance with provisions of this Partial Settlement Agreement.

121. Plaintiffs' counsel shall have the right to attend inmate council meetings and to otherwise meet with detainees. While the parties recognize that Defendants may on occasion be required for valid security reasons to cancel Inmate Council meetings, such meetings shall be rescheduled within a reasonable period of time.

122. Plaintiffs and Defendants will develop a mechanism for bringing individual unmet needs to Defendants' attention in order to resolve any such problems effectively and efficiently. Defendants will make Plaintiffs' counsel's contact information available to all detainees and Defendants will revise the Inmate Handbook and distribute it to all detainees admitted to BCDC.

123. In the event that Plaintiffs believe that Defendants have failed to comply in some significant respect with this Partial Settlement Agreement, Plaintiffs shall provide Defendants with written notice at least one month prior to the expiration of the two-year life of this Partial Settlement Agreement. The parties shall then have sixty days to attempt to resolve any disputes about Plaintiffs' claim.

124. If Plaintiffs' claim is not resolved at the end of the sixty-day period, Plaintiffs may file an appropriate motion to reopen this case. Defendants may oppose this motion on the ground that Defendants have in fact complied with the contested provisions of the Partial Settlement Agreement. The Court will defer acting on any such motion prior to expiration of the Partial Settlement Agreement.

125. Notwithstanding the above provision, Plaintiffs may request that the Court reopen this case in the event that Plaintiffs assert that conditions at the BCDC pose an imminent threat of significant harm to some or all detainees. In that event, Plaintiffs may file a motion for temporary relief with the Court, along with a motion to reopen the case to the extent necessary to deal with the motion for temporary relief. In all cases, Plaintiffs shall give Defendants notice of their concerns no later than the time that Plaintiffs' counsel makes the determination to file a motion for temporary relief.

126. In the event that Plaintiffs have not filed a motion to reopen this case within two years of the date that this Court approves this Partial Settlement Agreement, the Court shall dismiss this case without prejudice. Notwithstanding the previous sentence, resolution of the issue of the method for protection from heat injury of detainees with high and high-medium security classifications who also have H-1 medical heat risk classifications shall not be governed by this Partial Settlement Agreement, but by such orders as the Court may hereafter enter.

VI. CLASS APPROVAL AND FEES AND COSTS

127. Notice of this proposed Settlement Agreement shall be provided to members of the Plaintiff class through posting in the housing units at BCDC and any other manner required by the Court. The Court will thereafter hold whatever hearing it deems appropriate regarding approval of the Settlement Agreement.

ATTACHMENT I-1 to I-13, Medical Equipment Inventory / Condition, May 2010

The following Attachments are located at www.eMarylandMarketplace.com:

- Attachment I1 - I13 Medical Equipment Inventory
- Attachment I1 Medical Equipment Inventory JRH-JCI
- Attachment I2 Medical Equipment Inventory MDC-WDC
- Attachment I3 Medical Equipment Inventory WCI
- Attachment I4 Medical Equipment Inventory NBCI
- Attachment I5 Medical Equipment Inventory MCIJ-JPRU-CMCF
- Attachment I6 Medical Equipment Inventory BPRUW
- Attachment I7 Medical Equipment Inventory BCCC-BPRU-HDU-MCAC-MRDCC-MTC
- Attachment I8 Medical Equipment Inventory PATX-BCF
- Attachment I9 Medical Equipment Inventory MCI-MCTC-RCI
- Attachment I10 Medical Equipment Inventory MCIH-MCTC-RCI
- Attachment I11 Medical Equipment Inventory ECI-ECI-A-PHPRU
- Attachment I12 Medical Equipment Inventory BCBIC
- Attachment I13 Medical Equipment Inventory MCIW-EPRU-SMPRU

ATTACHMENT J – TRANSPORTATION COSTS

The following Attachments are located at www.eMarylandMarketplace.com:

J-1 Transportation costs, 2006-2007

J-2 Transportation costs, 2007-2008

J-3 Transportation costs, 2008-2009

J-4 Transportation costs, 2009-2010

J-5 FY07-FY10 Transportation Costs Summary (Including Interstate Compact Inmates)

ATTACHMENT K – ANNUAL UTILIZATION SUMMARY DATA

The following Attachments are located at www.eMarylandMarketplace.com:

K-1 Annual Utilization Summary Data

K-2 UM Authorizations Summary for FY10