

REQUEST FOR PROPOSAL



MEDICAL ASSISTANCE TRANSPORTATION AMBULATORY – SHARED RIDE NON-EMERGENCY, AMBULANCE AND WHEELCHAIR VAN TRANSPORTATION TO SCHEDULED MEDICAL APPOINTMENTS

RFP NO. CCDH 23-001

RESPONSE IS DUE JUNE 17, 2022 NO LATER THAN 5:00P.M.
RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND
RETURNED TO THE BIDDER UNOPENED.

NOTE: QUESTIONS CONCERNING THIS SOLICITATION **MUST** BE E-MAILED TO
archie.stoops@maryland.gov - **SUBJECT LINE "QUESTION RFP CCDH 23-001" in bold**
- NO LATER THAN 5:00:00 P.M. ON June 17, 2022.

*Answers will be made by Addenda and will be posted on our website at
www.charlescountyhealth.org*

HAND-DELIVER OR MAIL SUBMISSION FORMS TO:

**ARCHIE STOOPS II
CHARLES COUNTY DEPARTMENT OF HEALTH
4545 CRAIN HIGHWAY
WHITE PLAINS, MD 20695**

BIDDER CHECK LIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Proposal Affidavit?
- ☐ Have you enclosed all required documentation?
- ☐ Have you enclosed technical and cost proposal separately and
and marked as required?

**CHARLES COUNTY DEPARTMENT OF HEALTH
RFA KEY INFORMATION SUMMARY SHEET**

Request for Applications: Medical Assistance Transportation
Ambulatory-Shared Ride
Non-emergency, Ambulance and
Wheelchair Van Transportation to
Scheduled Medical Appointments

Solicitation Number: CCDH 23-001

RFA Issue Date: June 3, 2022

RFA Issuing Office: Charles County Department of Health

Issuing Office: Charles County Department of Health
4545 Crain Highway
P. O. Box 1050
White Plains, MD 20695
Attn: Archie Stoops II
archie.stoops@maryland.gov

Applications are to be sent to: Archie Stoops II, Charles County Department of Health
Attention: Proposal submissions are to be submitted via
archie.stoops@maryland.gov with the SOLICITATION
NUMBER in the subject line.

Closing Date and Time: June 17, 2022, at 5:00 pm Local Time

**MEDICAL ASSISTANCE TRANSPORTATION
AMBULATORY – SHARED RIDE
NON-EMERGENCY, AMBULANCE AND NON-EMERGENCY WHEELCHAIR VAN
TRANSPORTATION TO SCHEDULED MEDICAL APPOINTMENTS**

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REQUEST FOR PROPOSALS
CCDH 23-001
MEDICAL ASSISTANCE TRANSPORTATION
AMBULATORY, SHARED-RIDE
NON-EMERGENCY, AMBULANCE AND WHEELCHAIR VAN

1. INTRODUCTION

1.1 Request for Proposal Objective

This Request for Proposal (RFP) is being issued to solicit technical and price proposals from qualified transportation contractors for ambulatory, shared-ride, non-emergency, ambulance and wheelchair services for eligible and qualified Medical Assistance (MA) recipients.

1.2 Issuing Office

Charles County Department of Health
4545 Crain Highway
P. O. Box 1050
White Plains, MD 20695
Attn: Archie Stoops II
archie.stoops@maryland.gov

1.3 Request for Proposal Schedule

1.3.1 E-mail requests for clarification and additional information must be received by the Issuing Office no later than 5:00:00 P.M. on June 13, 2022, to ensure adequate time to prepare and post any necessary addenda to all Proposers.

1.3.2 Award of the Contract is anticipated by July 1, 2022.

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2. GENERAL INFORMATION FOR PROPOSERS

2.1 Reservations

The Charles County Department of Health (CCHD) reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all proposals received, to waive minor technicalities in proposals, and to negotiate with responsible Proposers in any manner necessary to serve its best interests.

2.2 Addenda

Any necessary additions or corrections to this RFP will be made by addenda. Any Addenda will be posted on the Health Department's website at www.charlescountyhealth.org. It will be the responsibility of the Proposer to monitor the website for any and all addenda. Addenda become part of the RFP, and must be acknowledged by each Proposer; failure to acknowledge any addenda shall not relieve Proposers of compliance with the terms thereof. The CCHD assumes no responsibility for oral instructions.

2.3 Oral Presentations

The CCHD will not require Proposers to make oral presentations of their qualifications.

2.4 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to satisfy the requirements of this RFP.

2.5 Incurred Expenses

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

2.6 Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the Proposer accepts the terms and conditions set forth herein.

2.7 Public Information Act Notice

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification of why such material, upon request, should not be disclosed in

accordance by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, and Annotated Code of Maryland.

2.8 Evidence of Proposer Responsibility

The CCHD may require -Proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The CCHD may make such investigation as it deems necessary to determine Proposer responsibility.

2.9 Verification of Registration and Tax Payment

Before a Corporation can do business in the State, it shall be registered and in good standing with the State Department of Assessments and Taxation (SDAT), State Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Proposer complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. A Proposer's failure to complete registration and be in good standing with SDAT may disqualify an otherwise Successful Proposer from final consideration and recommendation for Contract award.

2.10 Award Without Discussions

The CCHD reserves the right to accept the best written proposal without further discussions. Proposer should ensure that the initial proposal is both complete, and competitively priced.

2.11 Contractor Responsibilities; Subcontractors

The CCHD will enter into a contract with the two highest rated Proposers, and those Proposers shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the Proposer.

2.12 Conflicts of Interest

The Proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the Proposer is recommended for award, and propose how such conflicts might be resolved.

2.13 Financial Disclosure

The Successful Proposer shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under

which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of : (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

2.14 Political Contribution Disclosure

The Successful Proposer shall comply with the provisions of Article 33, §30-1 *et seq.* of the Annotated Code of Maryland, which requires that every Contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision are required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

2.15 Anti-Bribery Affidavit

Section 16-202, State Finance and Procurement Article requires that each Proposer seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP, and should be submitted with the technical proposal.

2.16 Non-Collusion

By its signature on the proposal documents submitted, the Proposer attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage over others, nor has it colluded with anyone for and on behalf of the Proposer, or itself, to gain any favoritism in the award of this RFP.

2.17 Compliance with Laws

By submitting a response to this solicitation, the Proposer represents that it is not in arrears in the payment of any obligation due and owing Charles County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

2.18 Governing Law

The laws of Charles County and the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

2.19 Ownership and Retention of Records

All reports and other data prepared under the contract issued pursuant to this RFP shall become the property of the CCHD. Unless otherwise required by applicable statute of limitations, the Successful Proposer shall retain all records and documents related to any contract awarded pursuant to this RFP for six (6) years after final contract payment by the CCHD, and shall make them available for inspection and audit by authorized representatives of the CCHD at all reasonable times.

2.20 Acceptance of Time

By submitting a proposal under this solicitation, the Proposer agrees that the CCHD has within 15 days after the due date in order to accept the proposal. The CCHD reserves the right to reject, as unacceptable, any proposal that specifies less than 15 days of acceptance time. Upon mutual agreement between the Health Department and the Proposer, the acceptance time for the proposal may be extended.

2.21 Billing and Payment

2.21.1 The Successful Proposer shall keep accurate records of billable services to be charged to the Health Department's Contract. Invoices shall be received by the 10th of each month for services previously authorized and rendered the previous month. Related records will be available for audit purposes during normal business hours, as often as deemed necessary.

2.21.2 Pricing must be by mode with a base rate and a per mile rate. Time is not payable. No Shows are not payable. Additional riders may not be charged mileage for the shared ride. Only the participant being transported for a covered service may be transported - the exceptions are a minor who may travel with a guardian, or a participant who must have an attendant per their Provider Certification form.

2.21.3 Electronic funds transfer is required. The Successful Proposer shall register using the COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form. Visit <http://compnet.state.md.us/gad> and click on electronic funds transfer. Call 888-784-0144 for questions relating to the electronic payment process. Electronic payments will be deposited directly into the Successful

Proposer's bank account within two (2) banking days of the Comptroller's authorization to pay.

2.22 Applicable Standards/Guidelines

The Contractor will be required to perform all services in accordance with generally accepted standards of professional practice, and in accordance with all applicable Federal, State and local codes.

2.23 Record Documents/Data

The CCHD will assist the Successful Proposer in obtaining any available information as necessary to complete the tasks outlined.

2.24 Change of Scope

The CCHD reserves the right to delete or insert tasks in the scope with appropriate changes in cost.

2.25 Contract Monitor

The Contract Monitor will manage and coordinate this project. All communications related to this project shall be directed to:

Archie Stoops II
Charles County Department of Health
Medical Assistance Transportation
4545 Crain Highway, PO Box 1050
White Plains, MD 20695
301-609-6872

2.26 Insurance Requirements

2.26.1 Prior to the execution of the Contract, the Successful Proposer must obtain, at its own cost and expense, and keep in full force and effect until termination of the Contract, the following insurance requirements written in companies licensed to do business in the State of Maryland.

2.26.2 The coverage will be evidenced by a Certificate of Insurance issued directly to the CCHD by the Successful Proposer's agent, and provide thirty (30) days' written notice to the CCHD of cancellation or material change in coverage. A two-year (2) extended reporting provision is required to safeguard against gaps in coverage after policies are terminated. All liability policies shall name the CCHD as an additional insured, which shall be shown on the insurance certificates.

2.26.3 Required Coverages and Limits:

- | | | |
|----|-------------------------------------------------------------------------|-----------------|
| a. | Business Automobile Liability (owned, non-owned and hired automobiles): | \$1,000,000 |
| | Bodily injury, person | \$1,000,000 |
| | Bodily injury, per occurrence | \$1,000,000 |
| | Property damage, per occurrence | \$1,000,000 |
| b. | Commercial General Liability: | \$1,000,000 |
| | Bodily Injury, property damage or medical expenses, per occurrence | \$1,000,000 |
| | Bodily injury, property damage and personal injury claims | \$1,000,000 |
| c. | Workers Compensation: | Statutory Limit |

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3. SCOPE OF SERVICES

3.1 Background

The Charles County Department of Health (CCHD) administers the Medical Assistance (MA) Transportation Program for Charles County, which provides transportation services to eligible and qualified MA recipients. This program provides all ambulatory, non-emergency wheelchair van, and non-emergency, ambulance transportation to and from medically necessary appointments for eligible MA recipients who have no other means of transportation available. It is also a demand response service for all hospital discharges and transfers for non-emergency, ambulance and wheelchair mode of transportation for eligible and qualified MA recipients.

The chart below reflects the approximate number of trips and mileage for FY2020 to FY2021. NOTE: The numbers reflected during these two years may be lower than can be expected during the course of contract due to COVID-19 restrictions and effects.

Services Provided	# Recipients Using Service		Number of Trips**		Mileage	
	FY 2020	FY 2021	FY 2020	FY 2021	FY 2020	FY 2021
Ambulance	429	461	1558	1467	23061	19442
Ambulance-Advance Life Support	0	34	0	70	0	1754
Ambulance - Critical Care	1	12	2	24	0	440
Ambulatory	259	133	11165	4809	139744	68300
Wheelchair	196	127	3932	2405	48744	39466
Total	799	685	16657	8777	211548	129401

3.2 Responsibilities and Tasks

- 3.2.1 All aspects of this service must conform to the Maryland Department of Health's regulation for Transportation Grants, COMAR 10.09.19. Contractors or subcontractors providing ambulance service for dually covered (Medicare/Medicaid) recipients must meet regulations as described in COMAR 10.09.13, Ambulance Services and COMAR 10.09.36, General Medicaid Provider Participation Criteria. The COMAR regulations listed above may be viewed at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- 3.2.2 The Contractor must have the ability to provide the following transportation services to eligible Medicaid participants:
 - 3.2.2.1 Ambulatory
 - 3.2.2.2 Wheelchair
 - 3.2.2.3 Bariatric wheelchair
 - 3.2.2.4 Basic life support ambulance
 - 3.2.2.5 Advanced life support ambulance
 - 3.2.2.6 Specialty care ambulance
 - 3.2.2.7 Bariatric ambulance
- 3.2.3 The Contractor shall guarantee that medical non-emergency ambulatory, wheelchair, and ambulance transportation services are provided to eligible recipients who have no other means of available transportation, or for whom available transportation resources are inadequate or inappropriate to meet the recipient's needs.
- 3.2.4 The Contractor shall provide curb-to-curb or door-to-door service as medically necessary for ambulatory and wheelchair transports.
- 3.2.5 The Contractor shall provide door through door service for ambulance transports.
- 3.2.6 The Contractor shall not transport other individuals while transporting Medical Assistance participants, except for an attendant accompanying a minor or when an attendant is medically necessary.

- 3.2.7 The Contractor shall submit a plan which demonstrates that all transportation provided by The Contractor or subcontractors are in compliance with all applicable city, county, state, and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspection. The Contractor shall provide documentation within sixty (60) days of contract award and annually thereafter as requested.
- 3.2.8 The Contractor shall submit a plan which demonstrates the ability to provide transportation to dialysis and chemotherapy patients during any severe weather events (i.e., snow, ice, sleet, freezing rain).
- 3.2.9 The Contractor shall not subcontract any part of this service at any time to another vendor without prior written authorization by the CCHD. Should a subcontractor(s) be authorized, the subcontractor(s) shall comply with all provisions stated in this Request for Proposals and subsequent contract.
- 3.2.10 The Contractor shall not charge any passenger for the services provided under the contract.
- 3.2.11 The Contractor shall not accept gratuities of any kind.
- 3.2.12 The Contractor shall not give preferential treatment to any participant.
- 3.2.13 The Contractor shall not seek payment for expenses incurred for canceled rides. A cancellation is defined as any cancellation that is received prior to the vehicle arriving at an arranged pickup location.
- 3.2.14 The Contractor shall not seek payment for expenses incurred for no-show rides. A no-show is defined as occurring when a participant either is not at the arranged pickup point at the appointed time or refuses the ride at the time and has not canceled the trip in advance.
- 3.2.15 The Contractor must assure quality of service including, but not limited to:
- 3.2.15.1 Adequacy of vehicles for passenger safety and comfort, sufficiency of equipment accessibility, and compliance with federal motor vehicle safety standards. At a minimum, the following equipment shall be available at all times, and safety precautions shall be taken as follows:

3.2.15.1.1 Properly functioning seatbelts as required by federal, state, county and city laws and regulations;

3.2.15.1.2 Drivers shall insure passengers in all seats wear seatbelts and that seatbelts are properly secured;

3.2.15.1.3 Child safety seats as required by federal, state, county, and city laws and regulations;

3.2.15.1.4 Drivers shall ensure that all child safety seats are properly secured;

3.2.15.1.5 Wheelchair loading devices and wheelchair securing devices shall be properly installed in accordance with the manufacturer's instructions;

3.2.15.1.6 Drivers shall ensure that all wheelchairs are properly secured;

3.2.15.1.7 Proper vehicle climate control is maintained through effectively working heating and air conditioning systems.

3.2.15.1.8 Restraining devices, padding, and blankets, as needed; and

3.2.15.1.9 Two-way radios, or an equivalent suitable form of communication between vehicles and base.

3.2.16 The Contractor shall ensure all vehicles and equipment are in proper operating conditions and meet all required standards.

3.2.17 The Contractor, or a qualified subcontractor, shall be licensed to provide Commercial Ambulance Service in Maryland in accordance with COMAR 30.09.04.05, and shall comply with all applicable local, state, and federal laws and regulations outlined in COMAR 30.09-Commercial Ambulance Services regulations.

3.2.18 The Contractor shall comply with all applicable county, Maryland Department of Health, state, and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspections.

- 3.2.19 Employees of The Contractor who perform as drivers or crew members while providing services under the contract shall be trained and certified in Red Cross Basic First Aid and Cardiopulmonary Resuscitation (CPR) at a minimum. The Contractor shall provide documentation within sixty (60) days of contract award and annually thereafter as requested.
- 3.2.20 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation to eligible Medicaid participants who reside in Charles County to and from medically necessary Medicaid covered services located within Maryland, and when needed outside of Maryland between 5:00 a.m. and 9:00 p.m. Monday through Saturday, and on occasional Sundays and holidays when dialysis centers and other medical facilities are open.
- 3.2.21 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation within a reasonable timeframe from the initial call request seven (7) days a week and twenty-four (24) hours a day to eligible Medicaid participants being discharged or transferred from a medical facility located within Charles County.
- 3.2.22 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation, when needed, to eligible Medicaid participants who reside in Charles County being discharged from a medical facility located outside of Charles County seven (7) days a week and twenty-four (24) hours a day.
- 3.2.23 The Contractor shall provide on rare occasion non-emergency ambulatory, wheelchair, and ambulance transportation to eligible Medicaid participants who reside in Charles County being discharged from a medical facility located outside of Maryland (license permitting) seven (7) days a week and twenty-four (24) hours a day.
- 3.2.24 The Contractor shall arrive at the participants scheduled pick-up location no more than sixty (60) minutes before the participants scheduled appointment time for transports within Charles County, and no more than ninety (90) minutes before transports outside of Charles County unless travel time to the scheduled appointment exceeds ninety (90) minutes, in which case the arrival should be consistent with the necessary travel time.

- 3.2.25 The Contractor shall pick-up participants for their return trip within sixty (60) minutes of their scheduled pick-up time for transports within Charles County and within ninety (90) minutes of their scheduled pick-up time for transports outside of Washington County.
- 3.2.26 The Contractor shall, at all times, have a fleet that consist of those vehicles necessary for and capable of transporting participant census. The bid shall not place a cap on the number of vehicles used. The Contractor must have the capability to acquire additional vehicles/staffing as needed to accommodate any potential increase in trip volume.
- 3.2.27 The Contractor must have a strong vehicle maintenance and backup system/backup vehicle capacity. Disabled vehicles must be replaced with alternate vehicles.
- 3.2.28 The Contractor shall ensure that all personnel wear company name badges provided by The Contractor. Name badges shall be worn and visible at all times by drivers.
- 3.2.29 The Contractor shall have their company name and vehicle number prominently displayed on the outside of all vehicles.
- 3.2.30 The Contractor shall ensure that participant manifests are securely maintained and not visible to participants.
- 3.2.31 The Contractor shall enforce a no smoking policy. Smoking is prohibited in vehicles at all times. No smoking signs shall be displayed in all vehicles.
- 3.2.32 The Contractor shall maintain the interior and exterior cleanliness of all vehicles at all times.
- 3.2.33 The Contractor shall prohibit abusive, rude, threatening, obscene or vulgar behavior, or any activity on the part of employees or participants, which might be considered injurious to an individual's person or self-respect.
- 3.2.34 The Contractor shall wait at least seven (7) minutes for clients before determining them a no-show and then departing.
- 3.2.35 The Contractor shall be responsible, through continual monitoring and screening, for the recognition of participant medical conditions or circumstances requiring special procedures, handling, or safety considerations. The Contractor shall accommodate, within reason, any special need and provide the appropriate level of service or assistance to ensure the recipient successfully and safely reaches

their destinations. This may involve ongoing or temporary situations, input from providers or CCHD Contract Monitor and definitely clear communication between participants, providers, dispatch and drivers.

3.2.36 The Contractor shall submit incident and accident reports within twenty-four (24) hours of the event. The report shall include:

3.2.36.1 A written account of the incident;

3.2.36.2 Police report number;

3.2.36.3 Name of all passengers; and

3.2.36.4 Name of person(s) requiring medical attention.

3.2.37 The Contractor shall ensure a safe and healthy environment requiring drivers to notify dispatch of any incidents that occur. If a situation should arise where a participant poses a threat or danger to themselves or others the driver or other representative of the Contractor shall call 911. The Contractor shall file an incident report within twenty-four (24) hours with CCHD so that additional action may be initiated with a problem rider.

3.2.38 The Contractor shall not deny or suspend transportation under any circumstance to eligible and qualified participants.

3.2.39 The Contractor and representatives shall treat participants with courtesy and respect.

3.2.40 The Contractor shall not abandon a recipient because of additional bags, food or observing the client coming from a location other than the address where they were dropped off. The Contractor shall notify CCHD of any such incident within 24 hours so that it can be properly addressed.

3.2.41 The Contractor shall not bring participants into the Contractor's business office. Driver changes are permitted at The Contractor's office as long as:

3.2.41.1 Participants wait no longer than five (5) minutes;

3.2.41.2 Participants do not transfer from vehicles; and

3.2.41.3 Business office personnel do not address Participants.

3.2.42 The Contractor shall maintain a dispatch office located within the State of Maryland and must allow periodic visits by the CCHD Contract Monitor who may be involved in on-site monitoring of operations and fleet inspections at the Contractor's facility as frequently as needed. The Contractor shall have and provide confirmation of the following:

- 3.2.42.1 Current licenses required by federal or state law;
- 3.2.42.2 Adequate insurance;
- 3.2.42.3 Driver MVA and criminal background checks for all personnel providing participant services with routine rechecks at least annually;
- 3.2.42.4 Current copies of employee substance abuse screening as required by law for all personnel providing participant services;
- 3.2.42.5 Driver training program that addresses utilization of safety restraints, non-smoking, safe driving, defensive driving and patient assistance;
- 3.2.42.6 Dispatch training program and written procedures;
- 3.2.42.7 Verification that the Contractor and all employees providing service under this contract are not on any applicable state or federal debarment list;
- 3.2.42.8 Vehicle cleaning and preventive maintenance program;
- 3.2.42.9 Ability to document and maintain forms on all service requests;
- 3.2.42.10 Ability to track and report on actual response times;
- 3.2.42.11 Written policies and procedures that describe all aspects of the operations and address all operational requirements by state or federal law;
- 3.2.42.12 Backup service plans for addressing vehicle malfunctions and communication outages;
- 3.2.42.13 Contractor's organizational structure;
- 3.2.42.14 System to track and report complaints to the CCHD Grant Manager; and

3.2.42.15 System to track and report incidents and accidents.

3.2.43 The Contractor shall ensure that the CCHD Contract Monitor is provided access to all vehicles. The CCHD Contract Monitor may inspect vehicles as needed and without prior notice for the following:

3.2.43.1 Safety seat belts in working order in all rider locations;

3.2.43.2 Operational lifts (wheelchair);

3.2.43.3 Cleanliness;

3.2.43.4 Adequate climate control;

3.2.43.5 Operational two-way radios or cell phones;

3.2.43.6 Prominently displayed signage;

3.2.43.7 Recipient manifests are securely maintained and not visible to recipients; and

3.2.43.8 Company name badges and uniforms worn by drivers and vehicle crew;

3.2.44 The Contractor shall provide the following documentation:

3.2.44.1 A list of all vehicles to provide transportation service including the year, make, model and tag number of the vehicle and list vehicles as they are rendered out-of-service, added to, or dropped from the fleet;

3.2.44.2 Drivers' license for all transport drivers; and

3.2.44.3 Copies of current certification for BLS, ALS, Critical Care, and Bariatric commercial ambulance vehicles.

3.2.45 The Contractor shall agree to attend meetings with CCHD to discuss the contract and/or delivery of contracted services, as necessary.

3.2.46 The Contractor shall respond to concerns or complaints within 48 hours with the purpose of making a determination for a solution.

3.2.47 The Contractor shall abide by any other requirements and/or conditions that may be imposed by the Maryland Department of Health or CCHD during the contract period.

3.3 SCREENING AND SCHEDULING REQUIREMENTS

will

3.3.1 The Charles County Medical Assistance Transportation Program

be responsible for screening requests for transportation and scheduling pickup times for non-emergency ambulatory, wheelchair, and ambulance transportation between 8:00 a.m. and 4:30 p.m. This screening process will include:

3.3.1.1 Determine eligibility as required by COMAR 10.09.19;

3.3.1.2 Verify active MA status through the Eligibility Verification System (EVS);

3.3.1.3 Determine and document mode of transportation;

3.3.1.4 Document pick-up and drop-off locations and times; and

3.3.1.5 Provide participant or hospital with an estimated time of transportation arrival.

3.3.2 The Contractor shall have the means to accept transportation requests from CCHD by secure email (WinSCP). CCHD will send a trip manifest via email (WinSCP) to the Contractor by 11:00 a.m. the day prior.

3.3.3 The Contractor shall reasonably accommodate same day transportation requests for medical appointments, particularly in urgent non-emergency cases.

3.3.4 After 4:30 p.m., or when the CCHD office is closed, hospitals will contact the Contractor directly to schedule transportation for eligible Medicaid participants being discharged or transferred to another facility. The Contractor shall:

3.3.4.1 Have a screening mechanism and dispatch available seven (7) days a week and twenty-four (24) hours a day in accordance with the regulations as set forth in COMAR 10.09.13 and/or COMAR 10.09.19 as appropriate.

3.3.4.2 Screen for and provide non-emergency, ambulance and wheelchair transportation within 2 hours of the initial call request to eligible participants.

3.3.4.3 Notify CCHD of the after-hour transport within 24 hours of the rendered service and provide required documentation.

3.3.5 CCHD shall rescreen all after-hour transportation requests to determine eligibility and approve/deny payment.

4. MANDATORY QUALIFICATIONS/REQUIREMENTS

4.1 Workplace on-site for Contract Monitor

The Successful Proposer shall have an office located in Charles County and provide workspace, easy access to records, and a computer for the CCHD's Contract Monitor who shall be involved in on-site monitoring of operations and fleet inspections at the Successful Proposer's facility twice per year.

4.2 Years in Business

The Successful Proposer shall have been in business for a minimum of five (5) years.

4.3 Maryland Medicaid Provider

All contractors providing Ambulance services MUST be enrolled as a Maryland Medicaid Provider with the State of Maryland.

4.4 References

The Proposer must provide a minimum of three (3) letters of reference to support this Proposal. The references must be current and address this RFP. A current contact name and phone number must be provided. References must be enclosed with the technical proposal.

5. EVALUATION AND SELECTION CRITERIA

5.1 Evaluation Committee

The CCHD will establish an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows.

5.2 Evaluation Criteria

The technical proposal is worth 80% and the price proposal is worth 20% of the evaluation criteria. The technical proposal is comprised of five (5) categories to evaluate the overall technical qualifications of the Proposer.

The CCHD reserves the right to award all or part of the project based solely on the best interest of the CCHD as determined by the Procurement Officer.

5.3 Technical Proposal

This section is to include a brief letter prepared on the Proposer's business stationery. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices contained in the proposal. This letter is to be placed as the cover page.

5.4 Technical Evaluation Criteria (Point Value – 80)

Next to each category is the weight factor assigned.

The technical proposal must be submitted in the format outlined below:

- 5.4.1 Summarize organizational structure and resources to demonstrate the ability to provide adequate staffing and vehicles to perform the services as required (0 – 18 Points)
- 5.4.2 Provide a written narrative that evidences the firm's ability to meet or exceed all requirements of the RFP (0 – 18 Points)
- 5.4.3 Responsiveness to the requirements of the RFP (0 – 16 Points)
- 5.4.4 Provision of all current licenses for the required services (0 – 14 Points)
- 5.4.5 Responses from references (0 – 14 Points)

5.5 Price Proposal Evaluation (Point Value – 20)

- 7.5.1 The Committee will open and score only the price proposals submitted by firms achieving a minimum of 70% of available technical proposal points. The Proposer shall complete the Price Proposal Form (**Attachment B**).
- 7.5.2 The Committee will award the full 20 points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 20-point basis.

5.6 Price Proposal

- 5.6.1 The price proposal shall contain all pricing information relative to the products and/or services as described in this RFP.

5.6.2 The CCHD shall not be responsible for expenses incurred in the preparation and submission of the technical proposal or the price proposal. Such cost shall not be included in the Proposal.

5.6.3 The first page of the Price Proposal shall include the following information:

- a. Name of Proposer;
- b. Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with the Health Department; and
- c. Price Proposal (title)

5.6.4 In the case of any discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.6.5 The CCHD reserves the right to reject in whole or in part proposals which fail to include adequate and clear cost information.

5.7 Final Ranking and Selection

The Committee will recommend to the program manager to award to the responsible Proposers whose proposal is determined to be most advantageous to the CCHD, considering both the technical and price factors outlined above.

5.8 Proposer's Understanding of the Scope of RFP and Due Diligence

By submitting a Proposal in response to this RFP, the Proposer represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with federal, state, local laws, ordinances, rules, and regulations that may affect the price or performance under this RFP or any resulting Contract. The failure or omission of any Proposer to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Proposer from any obligations with respect to its Proposal or to any resulting Contract.

6. ARREARAGES

By submitting a response to this solicitation, a Proposer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for contract award.

7. HIPAA – BUSINESS ASSOCIATE AGREEMENT – ATTACHMENT E

Based on the determination by the CCHD that the functions to be performed in accordance with the solicitation constitute Business Associate functions as defined in HIPAA, the Successful Proposer shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. §164.501.

8. TERM

The obligations of the CCHD under any contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the State of Maryland, and to receipt and availability of appropriated funds.

The term of the Contract shall be for a period of two (2) years commencing on July 1, 2022, with the option to renew for up to one (1) additional one-year period at the sole discretion of the Health Department. Each renewal term shall be subject to the availability and appropriation of State funds.

9. BASIS OF AWARD

The two (2) highest technical rated firms will be awarded a Contract resulting from this Proposal. The highest technical rated firm will be awarded a Contract as the Primary Contractor. The second highest technical rated firm will be awarded a Contract and will render transportation services as the Secondary Contractor should the Primary Contractor fail to perform the services for any reason or meet the requirements under this RFP.

<The remainder of this page intentionally left blank>

10. ATTACHMENTS

10.1 Attachments Requiring Completion with Proposal

The following documents shall be completed in their entirety and shall include the signature of the Proposer's authorized agent.. Failure to complete, sign and/or return all specified attachments may result in disqualification of the Offeror's Proposal.

<The remainder of this page intentionally left blank>

Attachment A. Proposal Affidavit

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

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Attachment B. Price Proposal Sheets

PRICE PROPOSAL FORM

Pursuant to Request for Proposal CCDH 23-001, the undersigned having read all Addenda hereby submits this Proposal to provide ambulatory and non-emergency ambulance and wheelchair van transportation services to eligible and screened recipients.

<The remainder of this page intentionally left blank>

PRICE PROPOSAL FORM

Contract Term (07/01/22 – 06/30/2023)

1) **Ambulatory Taxi/Sedan**

\$ _____ Base trip of 20 miles or less one-way x 4000 = _____

\$ _____ Per mile for miles in excess of the first 20 miles x 3000 = _____

Estimated Cost Year One \$ _____

2) **Wheelchair Van**

\$ _____ Base trip of 20 miles or less one-way x 2000 = _____

\$ _____ Per mile for miles in excess of the first 20 miles x 1,000 = _____

Estimated Cost Year One \$ _____

3) **Wheelchair – Bariatric**

\$ _____ Base trip of 20 miles or less one-way x 1,500 = \$ _____

\$ _____ Per mile for miles in excess of the first 20 miles x 1,000 = \$ _____

Estimated Cost Year One \$ _____

4) **Ambulance – Basic Life Support**

\$ _____ Base trip of 20 miles or less one-way x 800 = \$ _____

\$ _____ Per mile for miles in excess of the first 20 miles x 250 = \$ _____

Estimated Cost Year One \$ _____

PP-1

5) **Ambulance – Advanced Life Support**

\$_____ Base trip of 20 miles or less one-way x 100 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = \$_____

Estimated Cost Year One \$_____

6) **Ambulance – Critical Care**

\$_____ Base trip of 20 miles or less one-way x 25 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 150 = \$_____

Estimated Cost Year One \$_____

7) **Ambulance – Bariatric**

\$_____ Base trip of 20 miles or less one-way x 20 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 100 = \$_____

Estimated Cost Year One \$_____

1) \$_____ + 2) \$_____ + 3) \$_____ + 4) \$_____ +

5) \$_____ + 6) \$_____ + 7) \$_____ =

Estimated Contract Year One \$_____

PP-2

Contract Term (07/01/2023 – 06/30/2024)

1) Ambulatory Taxi/Sedan

\$_____ Base trip of 20 miles or less one-way x 5,000 = _____

\$_____ Per mile for miles in excess of the first 20 miles x 3,500 = _____

Estimated Cost Year Two \$ _____

2) Wheelchair Van

\$_____ Base trip of 20 miles or less one-way x 2,500 = _____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = _____

Estimated Cost Year Two \$ _____

3) Wheelchair – Bariatric

\$_____ Base trip of 20 miles or less one-way x 1500= \$ _____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = \$ _____

Estimated Cost Year Two \$ _____

4) Ambulance – Basic Life Support

\$_____ Base trip of 20 miles or less one-way x 1000 = \$ _____

\$_____ Per mile for miles in excess of the first 20 miles x 250 = \$ _____

Estimated Cost Year Two \$ _____

PP-3

5) Ambulance – Advanced Life Support

\$_____ Base trip of 20 miles or less one-way x 100 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = \$_____

Estimated Cost Year Two \$_____

6) Ambulance – Critical Care

\$_____ Base trip of 20 miles or less one-way x 6 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 5 = \$_____

Estimated Cost Year Two \$_____

7) Ambulance – Bariatric

\$_____ Base trip of 20 miles or less one-way x 25 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 150 = \$_____

Estimated Cost Year Two \$_____

1) \$_____ + 2) \$_____ + 3) \$_____ + 4) \$_____ +

5) \$_____ + 6) \$_____ + 7) \$_____ =

- **Estimated Contract Year Two** \$_____

PP-4

Contract Term (07/01/2024 – 06/30/2025)

1) Ambulatory Taxi/Sedan

\$_____ Base trip of 20 miles or less one-way x 5,000 = _____

\$_____ Per mile for miles in excess of the first 20 miles x 3,500 = _____

Estimated Cost Year Three \$ _____

2) Wheelchair Van

\$_____ Base trip of 20 miles or less one-way x 2,500 = _____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = _____

Estimated Cost Year Three \$ _____

3) Wheelchair – Bariatric

\$_____ Base trip of 20 miles or less one-way x 1500= \$ _____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = \$ _____

Estimated Cost Year Three \$ _____

4) Ambulance – Basic Life Support

\$_____ Base trip of 20 miles or less one-way x 1000 = \$ _____

\$_____ Per mile for miles in excess of the first 20 miles x 250 = \$ _____

Estimated Cost Year Three \$ _____

5) **Ambulance – Advanced Life Support**

\$_____ Base trip of 20 miles or less one-way x 100 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 500 = \$_____

Estimated Cost Year Three \$_____

6) **Ambulance – Critical Care**

\$_____ Base trip of 20 miles or less one-way x 6 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 5 = \$_____

Estimated Cost Year Three \$_____

7) **Ambulance – Bariatric**

\$_____ Base trip of 20 miles or less one-way x 25 = \$_____

\$_____ Per mile for miles in excess of the first 20 miles x 150 = \$_____

Estimated Cost Year Three \$_____

1) \$_____ + 2) \$_____ + 3) \$_____ + 4) \$_____ +

5) \$_____ + 6) \$_____ + 7) \$_____ =

Estimated Contract Year Three \$_____

PP-6

Contract Year One	\$ _____	+
Contract Year Two	\$ _____	+
Contract Year Three	\$ _____	=

Estimated Three Year Contract TOTAL \$ _____

Annual quantities shown are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of services; and that payment to the Contractor will be based on actual number of trips/miles provided.

GENERAL STATEMENT

1. The undersigned has checked all of the above figures, and understands that the Charles County Department of Health will not be responsible for any errors or omissions on the part of the undersigned in preparing this price proposal.

2. In submitting this price proposal, it is understood that the Charles County Department of Health reserves the right to cancel this proposal at any time after issuance, to reject, in whole or in part, any and all proposals when, in its judgment, determines that this action is fiscally advantageous or otherwise to serve its best interest.

3. The undersigned declares that the person signing this proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the proposal's conditions and provisions thereof.

PP-7

SUBMITTED BY:

Name of Company

Authorized Representative
(Signature)

Address

Authorized Representative/Title
(Print)

City, State, Zip

FEIN

Telephone Number

E-mail Address

Fax Number

Date

PP-8

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

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

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than \$100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A subcontractor who:

(a) Performs work on a State contract for services valued at less than \$100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment D. Federal Funds Attachment

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

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10.2 Attachments To Be Completed For Contracted Vendor(s) (FYI only)

The Successful Proposer will be required to complete the following forms/attachments upon being awarded the contract.

<The remainder of this page intentionally left blank>

Attachment E. NON-EMERGENCY MEDICAL TRANSPORTATION PROVIDER OWNERSHIP AND DISCLOSURE FORM

STATE OF MARYLAND

DHMH

Maryland Department of Health and Mental Hygiene

Larry Hogan, Governor - Boyd K. Rutherford, Lt. Governor - Dennis R. Schrader, Secretary

NON-EMERGENCY MEDICAL TRANSPORTATION PROVIDER OWNERSHIP AND DISCLOSURE FORM (Applicable to all Providers¹ of items or services)

Provider Name: _____

Provider Address: _____

Pursuant to 42 CFR 455.100 et seq., the disclosure of the following is required of Maryland Medicaid Non-Emergency Medical Transportation Providers. Please answer the following questions and sign this document affirming that this information is true and complete.

A. Name any person, who, with respect to the Title XIX Provider²:

1. ... is an officer or director.

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

2. ... is a partner.

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Has Direct ownership of 50% or more _____

Name: _____ Address: _____ Date of Birth: _____ Social Security Number: _____¹

"Provider" or "provider of services" means a hospital, a skilled nursing facility, an intermediate care facility, a clinic, a psychiatric facility, a mental institution, an independent clinical laboratory, a health maintenance organization, a pharmacy, and any other entity that furnishes or arranges for the furnishing of services for which payment is claimed under the Medicaid program. It does not include individual practitioners or groups of practitioners.

² Identify any persons named, who are related to others named, as spouse, parent, child or sibling.

³ a). "Ownership interest" means the possession of equity in the capital of, stock in, or of any interest in the profits of the disclosing entity.

b). "Indirect ownership interest" means any ownership interest in an entity that has ownership interest in the disclosing entity. The term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

c). "Determination of ownership or control percentage"

- 1) Indirect ownership interest- The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.
- 2) Person with an ownership or control interest- In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

4. ...has a combination of direct or indirect ownership interests equal to 5% or more in the Provider.

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

5. ...is an owner (in whole or in part) of an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured (in whole or in part) by the Provider or its property or assets if that interest equals at least 5% of the value of the property or assets of the Provider.

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Category: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Category: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Category: _____

- B. With respect to any subcontractor in which the Title XIX Provider has, directly or indirectly, an ownership or control interest of 5% or more, name any person who falls within Part A. 1-5 above, as applied to the subcontractor, and specify which of the above categories he falls within.

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Category: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Category: _____

Name: _____ Address: _____

Date of Birth: _____ Social Security Number: _____

Category: _____

- C. 1. If any person named in response to Part A. 1-5, above, has any of the relationships described in that Part with any Title XIX Provider of items or services other than the applicant, or with any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVII, or XX of the Social Security Act, state the name of the person, the name of the other Provider, and the nature of the relationship.

Name: _____ Provider: _____

Relationship: _____

Name: _____ Provider: _____

Relationship: _____

Name: _____ Provider: _____

Relationship: _____

2. If the answer to Part C. 1. above, contains the names of more than two persons, state whether any of those so reported are related to each other as spouse, parent, child or sibling.

Relationship: _____

- D. Name any person who has been convicted⁴ of a criminal offense related to his involvement with any program operated under Title XVIII, XIX, or XX of the Social Security Act, and who, with regard to the Title XIX Provider, falls within the provisions of A. 1-5, above, or is an agent or a managing employee [an individual, including a general manager, administrator and director, who exercises operational or managerial control or who directly or indirectly conducts the day-to-day operations].

Name: _____

Name: _____

Name: _____

I hereby affirm that this information is true and complete to the best of my knowledge and belief, and that the requested information will be updated as changes occur. I further certify that upon specific request by the Secretary of the Department of Health and Human Services, or the Maryland Department of Health and Mental Hygiene, full and complete information will be supplied within 35 days of the date of the request, concerning:

- A. the ownership of any subcontractor with which the Title XIX Provider has had, during the previous 12 months, business transactions in an aggregate amount in excess of \$25,000.00 and
- B. any significant business transactions⁵, occurring during the 5 year period ending on the date of such request, between the Provider and any wholly-owned supplier⁶ or any subcontractor.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ POSITION: _____

⁴ "Convicted" means that a judgment of conviction has been entered by a Federal, State, or local court, irrespective of whether an appeal from that judgment is pending.

⁵ "Significant business transaction" means any business transaction or series of transactions that, during any one fiscal year, exceeds the lesser of \$25,000 or 5 percent of the total operating expense of a provider.

⁶ "Supplier" means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital bed, or a pharmaceutical firm).

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and among the Charles County Department of Health, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and _____ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity have a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 64), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. Definitions.

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- E. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.
- G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- H. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. Use or Disclosure of PHI by Business Associate.

- A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.
- B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).
- C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. Duties of Business Associate Relative to PHI.

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.

B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement

D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate's notification to Covered Entity hereunder shall:

1. Be made to Covered Entity without unreasonable delay and in no case later than 50 calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part E within 50 calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

3. Be in substantially the same form as **Exhibit A** hereto; and

4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;

d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents

or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Term and Termination.

A. Term. The Term of this Agreement shall be effective as of _____ and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. Remedies in Event of Breach. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

VII. Modification; Amendment. This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

VIII. Interpretation of this agreement in Relation to Other agreements Between the Parties. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the

language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. Compliance with State Law. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. Miscellaneous.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Privacy Officer and Compliance Analyst
Maryland Department of Health
Office of the Inspector General
201 W. Preston Street, Floor 5
Baltimore, MD 21201-2301
Phone: (410) 767-5411

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____
_____.

Attention: _____

Phone: _____.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTIFICATION TO THE

MARYLAND DEPARTMENT OF HEALTH
ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- The Maryland Medical Assistance Program, a unit of the Maryland Department of Health (MDOH), and
- _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____ - _____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach : _____

Names of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Attachment G. Charles County Department of Health Service Agreement/Contract

CHARLES COUNTY DEPARTMENT OF HEALTH PURCHASE OF CARE SERVICE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, between the Charles County Department of Health (hereinafter called the OWNER) and _____ (hereinafter called the CONTRACTOR) and hereinafter treated as if of the singular number and neuter gender) WITNESSETH that said parties for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and material as required for . _____.
2. TERM OF CONTRACT - The Contract shall commence on or about _____ and shall be in effect through _____.
3. PAYMENTS - The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein a sum not to exceed:

Contractor shall bill insurance companies.

4. The Contract Documents shall consist of the following, all of which are part of the Contract between the parties as fully as though repeated herein or hereto attached:
 - a. DHMH General Provisions
 - b. Charles County Department of Health Provisions
 - c. Business Associate Agreement
 - d. Compliance with Federal HIPPA and State Confidentiality Law
5. REPRESENTATIONS OF CONTRACTOR - The Contractor represents and warrants:
 - a. that it is financially solvent and experienced in and competent to perform the work or to furnish the materials to be so performed or furnished by it;
 - b. that it is familiar with all federal, state, municipal and departmental laws, ordinances and regulations, which may in any way affect the work to be accomplished;
 - c. that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
 - d. that it will not assign any interest in this Contract, and shall not transfer any interest in the same without prior written consent;

- e. that no officer or employee of the Charles County Department of Health shall

participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest direct or indirect in this Contract or the proceeds thereof;

- f. that none of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner.

6. REPRESENTATIONS OF OWNER - _____

7. SUCCESSORS AND ASSIGNS - This agreement shall bind the successor, assigns and representatives or the parties hereto

IN WITNESS, WHEREOF the parties hereto have executed the agreement the day and year first above written.

Attest

Charles County Department of Health
Owner

By _____

Title Health Officer

Date _____

Attest

Contractor

By _____

Title _____

Date _____

Department of Health and Mental Hygiene

General Provisions

- A. Independent Contractor: This Agreement shall not be construed as creating a partnership of joint venture, the CONTRACTOR being an independent contractor. The CONTRACTOR shall not hold itself out, or act, as an agent of the Charles County Department of Health.
- B. Assignment: This Agreement may not be assigned by the CONTRACTOR unless it has the Health Department's consent to assign.
- C. Indemnification and Insurance: The CONTRACTOR will indemnify and save the Health Department harmless from any loss, cost damage or other expense suffered or incurred by the Health Department as a result of the performance of this Agreement by the CONTRACTOR.
- D. Licenses: The CONTRACTOR shall, at its expense, obtain all necessary licenses and comply with all applicable Federal, State and Municipal laws, codes, and regulations in connection with the performance of this Agreement and providing the services specified herein.
- E. Termination for Convenience by Either Party: Either party may terminate this contract after thirty (30) days written notice of its intent to terminate the Agreement. Such notice shall be transmitted to the other party by certified U.S. mail, return receipt requested.
- F. Damages: There shall be no liquidated damages in the event of early termination of this contract.

Charles County Department of Health

Provisions

1. Contractors/Consultants are not covered by the Maryland Tort Claims Act. Liability insurance is the responsibility of the contractor, and a copy should be provided with this agreement.
2. No federal, state social security or workmen's compensation taxes will be deducted from reimbursement checks. However, Charles County Department of Health is a State of Maryland Agency and if your organization owes taxes to the State of Maryland, the State will deduct these outstanding taxes from any reimbursement that is due to your organization.
3. Reimbursement of contractors is linked to submission of an invoice for services rendered. The payment is usually received by the contractor in 3-4 weeks after submission.
4. Contractors/Consultants are required to comply with the provision of the Civil Rights Act of 1964 (no person shall on the grounds or race, color, or national origin be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or service).
5. Contractors/Consultants will not be covered by the Tort Claims Act when driving their own vehicle on state business. In case of an accident, contractors/consultants will be liable through their own insurance.
6. All records, documents, reports and other work papers and work products developed in the performance of this contract shall be the property of and available to the State for its use without payment of royalty or additional cost and shall not be the subject of an application for a copyright or patent by, or on behalf of, the contractual employee.
7. The individual, by signing on this contract, makes an affidavit that he has not been disqualified, and to the best of his/her knowledge is not subject to disqualification from entering into a contract with the State or any other subdivision of the State under Article 21, Section 3-405 of the Annotated Code of Maryland by virtue of a conviction of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal government involving the obtaining of contracts with the State, or any county or other subdivision of the State.
8. By entering into this contract, the individual acknowledges his/her understanding that health care providers and other individuals who are excluded from participating in Medicare, Medicaid, or other Federal health care benefits programs may not contract with the Department to provide health care or other services that are reimbursed by Federal funds. The employee affirmatively declares that he/she has not been excluded from participating in Medicare, Medicaid, or other Federal programs, and to the best of his/her knowledge is not at the time of executing this contract subject to the exclusion by the Department of Health and Human Services (DHHS). The employee agrees further that he/she will immediately notify the appointing authority if he/she is excluded or if any exclusion action is proposed to be taken against him/her by the DHHS.
9. The individual, if he/she is a health care provider, certifies that he/she is properly licensed or certified by the appropriate health regulatory body as set forth in Health – Occupations Article, Annotated Code of Maryland, and agrees to maintain such licensing or certification in good standing during the term of this contract.

PATIENT RECORD CONFIDENTIALITY
SUB-VENDOR STATEMENT

It is Charles County Department of Health's policy to protect the confidentiality of all patient information. The patient's health record is confidential, and any information from the record can only be released according to agency policy. Naming or identifying a patient who has received health department services (other than "official requests") is a breach of the patient's confidentiality. A patient should never be identified by name or by service, either in a group discussion or with an individual unless it is in the context of official business.

All patient information that is entered into the computer is considered part of the medical record for that patient. This information is protected by Maryland's Confidentiality Statutes (Health General 4-301 – 4-309). Alcohol and Drug treatment records are also protected by stringent federal confidentiality regulations (42 CFR Part 2). All information in the computer must be accurate, confidential, secure and free from unauthorized access.

Breaching patient confidentiality is a very serious offense that can result in serious consequences. Any health care provider who knowingly violates patient confidentiality is guilty of a misdemeanor according to Maryland law and may be subject to a fine not exceeding \$1,000 for the first offense. Violators of the Federal regulations (43 CFR Part 2) are subject to a criminal penalty in the form of a fine not exceeding \$500 for the first offense, not exceeding \$5,000 for each subsequent offense.

I understand Charles County Department of Health's policy on Confidentiality and Disclosure of medical records and the consequences should this policy be breached.

Signature

Date

Witness

8/02

Compliance with Federal HIPAA and State Confidentiality Laws:

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

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
2. Otherwise providing good information management practices regarding all health information medical records.

B. If the Department determines that functions to be performed in accordance with the services to be performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror must execute a business associate agreement as required by HIPAA regulations at 45 CFR § 164.501. The fully executed business associate agreement must be submitted within 10 working days after notification of selection or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.

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