Request for Proposals

Calvert County Breast and Cervical Cancer Screening Project

SOLICITATION NO. DHMH OPASS# 12-10844

Issue Date: August 13, 2012

Minority Business Enterprises are Encouraged to Respond to this Solicitation

NOTICE

Prospective Offerors who have received this document from the Department of Health and Mental Hygiene's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to respond on this Contract, please fax this completed form to: 410-333-5958 to the attention of the Procurement Officer.

Title: Calvert County Breast and Cervical Cancer Screening Project
Solicitation No: 12-10844

1. If you have responded with a "no response", please indicate the reason(s) below:

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

2. If you wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:
_____

_____

Offeror Name: _____ Date:_____

Contact Person: _____ Phone (____) _____ - _____

Address:_____

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

KEY INFORMATION SUMMARY SHEET

Request For Proposals:	**Calvert County Breast and Cervical Cancer Screening Project**
Solicitation Number:	**DHMH OPASS 12-10844**
Issue Date:	**August 13, 2012**
RFP Issuing Office:	**Maryland Department of Health and Mental Hygiene** **Family Health Administration**
Procurement Officer:	**Sharon Gambrill** **Office Phone: (410) 767-5117** **Fax: (410) 333-5958** **E-mail: sharon.gambrill@maryland.gov**
Contract Officer:	**Allegra Daye** **(for internal DHMH informal purposes only)**
Procurement Coordinator:	**Vern Shird** **(for internal DHMH informal purposes only)**
Contract Monitor:	**Dawn Henninger** **Phone: (410) 767-5141** **Fax: (410) 333-5371** **E-mail: dawn.henniger@maryland.gov**
Proposals are to be sent to:	**Maryland Department of Health and Mental Hygiene** **201 West Preston Street, 4th floor, Room 416** **Baltimore, MD 21201** **Attention: Sharon Gambrill, Procurement Officer**
Pre-Proposal Conference:	**August 28, 2012; 10:00 a.m., Local Time** **201 West Preston Street, O'Connor Building, 3rd Floor** **Room# 306A** **Baltimore, Maryland 21201**
Closing Date and Time:	**September 10, 2012, 2:00 p.m., Local Time**

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION 6

1.1 SUMMARY STATEMENT 6
1.2 ABBREVIATIONS AND DEFINITIONS 6
1.3 CONTRACT TYPE 7
1.4 CONTRACT DURATION 7
1.5 PROCUREMENT OFFICER 7
1.6 CONTRACT MONITOR 8
1.7 PRE-PROPOSAL CONFERENCE 8
1.8 EMARYLANDMARKETPLACE 8
1.9 QUESTIONS 9
1.10 PROPOSALS DUE - DATE AND TIME 9
1.11 DURATION OF OFFER 9
1.12 REVISIONS TO THE RFP 10
1.13 CANCELLATIONS; DISCUSSIONS 10
1.14 ORAL PRESENTATION 10
1.15 INCURRED EXPENSES 10
1.16 ECONOMY OF PREPARATION 10
1.17 PROTESTS/DISPUTES 10
1.18 MULTIPLE OR ALTERNATE PROPOSALS 10
1.19 ACCESS TO PUBLIC INFORMATION ACT NOTICE 11
1.20 OFFEROR RESPONSIBILITIES 11
1.21 STANDARD CONTRACT 11
1.22 PROPOSAL AFFIDAVIT 11
1.23 CONTRACT AFFIDAVIT 11
1.24 MINORITY BUSINESS ENTERPRISES 11
1.25 ARREARAGES 11
1.26 PROCUREMENT METHOD 12
1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT 12
1.28 FALSE STATEMENTS 12
1.29 PAYMENTS BY ELECTRONIC FUNDS TRANSFER 12
1.30 LIVING WAGE REQUIREMENTS 12
1.31 PROMPT PAYMENT POLICY 13
1.32 FEDERAL FUNDING ACKNOWLEDGEMENT AND CERTIFICATIONS 13
1.33 HIPAA - BUSINESS ASSOCIATE AGREEMENT 13
1.34 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 13
1.35 ELECTRONIC PROCUREMENTS AUTHORIZED 14

SECTION 2 – MINIMUM QUALIFICATIONS 16

SECTION 3 – SCOPE OF WORK 17

PURPOSE 17
3.2 SCOPE OF WORK - REQUIREMENTS 17
3.3 SECURITY REQUIREMENTS 28
3.4 INVOICING AND PAYMENT TYPE 29
3.5 INSURANCE REQUIREMENT 30
3.6 PROBLEM ESCALATION PROCEDURE 30
3.7 SUBSTITUTION OF PERSONNEL 31

SECTION 4 – PROPOSAL FORMAT 34

4.1 TWO PART SUBMISSION 34
4.2 PROPOSALS 34

4.3 DELIVERY 34
4.4 VOLUME I – TECHNICAL PROPOSAL 35
4.5 VOLUME II - FINANCIAL PROPOSAL 39

SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE 41

5.1 EVALUATION CRITERIA 41
5.2 TECHNICAL CRITERIA 41
5.3 FINANCIAL CRITERIA 41
5.4 RECIPROCAL PREFERENCE 41
5.5 SELECTION PROCEDURES 41

SECTION 6 - ATTACHMENTS 43

ATTACHMENT A – STANDARD CONTRACT 45
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT 57
ATTACHMENT C - CONTRACT AFFIDAVIT 62
ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM 65
ATTACHMENT E – FINANCIAL PROPOSAL INSTRUCTIONS 66
ATTACHMENT E-1 BUDGET JUSTIFICATION EXAMPLE 69
ATTACHMENT E –2 FINANCIAL PROPOSAL FORMS 72
ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS 78
ATTACHMENT F-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT 80
ATTACHMENT G – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS 82
ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 90
ATTACHMENT I – BUSINESS ASSOCIATE AGREEMENT 91
ATTACHMENT I-1 - BREACH OF UNSECURED PROTECTED HEALTH INFORMATION 98
ATTACHMENT J – BCCP CASE MANAGEMENT CARE PLAN 99
ATTACHMENT K – BCCP DATA ENTRY FORM 103
ATTACHMENT L – BCCP CONSENT FORM 119
ATTACHMENT M – PROVIDER CONTRACTS 120
ATTACHMENT N – MINIMUM STANDARDS FOR FOLLOW-UP AND RECALL 175
ATTACHMENT O – BCCP PERFORMANCE MEASURES 181
ATTACHMENT P – REPORTING SCHEDULE 183
ATTACHMENT Q – DHMH FORM 437 INSTRUCTIONS 184
ATTACHMENT R – DHMH FORM 438 INSTRUCTIONS 188
ATTACHMENT S – CONDITIONS OF AWARD 191
ATTACHMENT T – WORK PLAN TEMPLATE 194

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH), Family Health Administration is issuing this Request for Proposals to provide direct breast and cervical cancer screening services, education, and follow up of abnormal results to low income, uninsured or underinsured women aged 40 to 64 years in Calvert County.

1.1.2 It is the State's intention to obtain services, as specified in this Request for Proposals, from a Contract between the successful Offeror and the State.

1.1.3 The Department intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the State.

1.1.4 Offerors, either directly or through their sub-contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 Abbreviations and Definitions

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

a. **BCCP –** Maryland Breast and Cervical Cancer Early Detection Program

b. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us

c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.

d. **Contract Monitor** – The State representative for this project that is primarily responsible for contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the contract, and in achieving on budget/on time/on target (e.g., within scope) completion of the project.

e. **Contractor** – The selected Offeror that is awarded a Contract by the State.

f. **DHMH** – Maryland Department of Health and Mental Hygiene.

g. **Fiscal Year** – The DHMH fiscal year runs from July 1 through June 30.

h. **LAN** – Local Area Network.

i. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.

j. **Low Income** – An individual having an income of 250% or less of the federal poverty guidelines.

k. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.

l. **MCEs-** The Minimal Clinical Elements, developed by the DHMH Breast and Cervical Medical Advisory Committees, serve as the standard of care for the program. The MCEs are available at:
http://fhadevlmt/pdf/cancer/Breast_Cancer_Minimal_Elements.pdf
http://fha.maryland.gov/pdf/cancer/Cervical_Cancer_Minimal_Elements.pdf

m. **Medically Underserved** – An individual or sub-population who may not have a doctor, who are not users of preventive health care or regular health care, and for whom barriers exist to accessing personal health services.

n. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays.

o. **Notice to Proceed** – Letter from Contract Monitor to contractor stating the date the contractor can begin work subject to the conditions of the contract.

p. **Offeror** – An entity that submits a proposal in response to this RFP.

q. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative that can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.

r. **RFP** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Family Health Administration, Solicitation Number OPASS-12-10483 dated TBD 2012, including any amendments.

s. **Underinsured** – An individual or sub-population having health insurance that does not fully cover screening services

t. **State** – The State of Maryland.

u. **WAN** – Wide Area Network.

1.3 Contract Type

The Contract that results from this RFP shall be a cost reimbursement contract of the type "Cost Contract" as defined at COMAR 21.06.03.03.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of 4 years and 6 months, beginning on January 1, 2013 and ending June 30, 2017, with no renewal options. The Contractor shall provide services upon receipt of a Notice to Proceed from the Contract Monitor.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon Gambrill
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street, Room 416B
Baltimore, Maryland 21201
Phone Number: 410-767-5117
Fax Number: 410-333-5958
E-mail: sharon.gambrill@maryland.gov

DHMH may change the Procurement Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is:

Dawn Henninger
Maryland Department of Health and Mental Hygiene
Family Health Administration, Center for Cancer Surveillance and Control
201 West Preston Street, Baltimore, MD 21201, Room 304
Phone Number: (410) 767-5141
Fax Number: (410) 333-5371
Email: dawn.henniger@maryland.gov

DHMH may change the Contract Monitor at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on August 28, 2012 beginning at 10:00 a.m., at 201 West Preston Street, O'Connor Building, Room L-2, Baltimore, MD 21201. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

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

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please mail, e-mail, or fax the Pre-Proposal Conference Response Form to the attention of the Vern Shird, Procurement Coordinator at vern.shird@maryland.gov no later than August 22, 2012. The Pre-Proposal Conference Response Form is included as **Attachment D** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Contract Coordinator no later than August 20, 2012. DHMH will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

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

eMM is an electronic commerce portal administered by the Maryland Department of General Services.
In addition to using the DHMH web site http://www.dhmh.md.gov/procumnt/procopps.html and possibly other means of transmission, the RFP, associated materials, summary of the Pre-Proposal Conference, Offeror questions and Department responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to https://ebidmarketplace.com/ and click on "Registration" to begin the process then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Pre-Proposal Conference. Please send questions to:
Sharon Gambrill, Procurement Officer at sharon.gambrill@maryland.gov
With Copy to:
Allegra Daye, Contract Officer at allegra.daye@maryland.gov
Vern Shird, Procurement Coordinator vern.shird@maryland.gov

If possible and appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question will be answered prior to the Pre-Proposal Conference.)

Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted to the Procurement Officer in a timely manner prior to the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due - Date and Time

Two (2) unbound originals and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in sub-section 1.5, no later than 2:00 p.m. Local Time on September 10, 2012 in order to be considered. Volume I-Technical Proposal and Volume II-Financial Proposal shall be sealed separately from one another.

An electronic version (CD) of the Volume I-Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Volume II-Financial Proposal in MS Word format must be enclosed with the original financial proposal. Ensure that the CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial). (See Section 4.2 Proposals)

Additionally, a second electronic version of Volume I and Volume II in searchable pdf format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see sub-section 1.19).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, August 10, 2012 at 2:00 p.m. Local Time will not be considered.

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

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DHMH Current Procurements web page and through eMaryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

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

1.14 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations occur approximately two weeks after the proposal due date.

1.15 Incurred Expenses

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

1.16 Economy of Preparation

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

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

Multiple proposals will not be accepted and alternate proposals will not be accepted.

1.19 Access to Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (See Section 4.4.3.2 Claim of Confidentiality) This confidential and/or proprietary information should be identified by page and section number and placed after Title Page and before the Table of Contents.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.24. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references and financial reports shall pertain exclusively to the Offeror unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Standard Contract

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as **Attachment A**. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

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

1.23 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award. To speed processing, the Offeror is urged to include it with the Technical Proposal.

1.24 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of **0%** has been established for the services resulting from this contract.

1.25 Arrearages

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

1.26 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation.
Address: State Office Building, Room 803
301 West Preston Street
Baltimore, Maryland 21201
Web Address: http://www.dat.state.md.us/sdatweb/datanote.html
It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statements

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

(a) In connection with a procurement contract a person may not willfully:

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

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

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

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:
http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.30 Living Wage Requirements

A solicitation for services under a State Contract valued at $100,000 or more may be subject to Title 18 of the State Finance and Procurement Article of the Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see **Attachment F**, "Living Wage Requirements for Service Contracts & Affidavit of Agreement"). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (see **Attachment F-1**), the State may determine an Offeror not to be responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's,

Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a Tier 2 Contract.

Information pertaining to reporting obligations may be found by going to the DLLR Website http://www.dllr.state.md.us/ and clicking on Living Wage.

NOTE: **Whereas the Living Wage may change annually, the quoted Contract price may not be changed because of this adjustment.**

1.31 Prompt Payment Policy

This procurement and the contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3 and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror must comply with the prompt payment requirements as outlined in sub-section 31 of the contract resulting from this solicitation (see **Attachment A**). Additional information is available on the GOMA website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.32 Federal Funding Acknowledgement and Certifications

1.32.1 There are programmatic conditions that apply to this contract, regardless of the type of funding. These conditions are contained in **Attachment G**.

1.32.2 The total amount of Federal funds allocated for the Family Health Administration is $138,134,632 in Maryland State fiscal year 2012. This represents 63% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or Invitation for Bid.

1.32.3 This solicitation does contain federal funds. If contained, the source of these federal funds is: Centers for Disease Control and Prevention/ National Cancer Prevention and Control Program/ Maryland Cancer Prevention and Control Program. The CFDA number is: 93.919. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G.** Acceptance of this agreement indicates your intent to comply with all conditions, which are part of this agreement.

1.33 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed in accordance with Section 3 of this RFP constitute Business Associate functions as defined in HIPAA, the bidder shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in **Attachment I** . The fully executed business associate agreement must be submitted within 10 working days after notification of award or award of contract, whichever is earlier. Should the Business Associate Agreement not be submitted upon expiration of the ten-day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified Offeror.

1.34 Conflict of Interest Affidavit and Disclosure

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel and each of the participating subcontractor personnel shall be required to complete agreements such as

Attachment H Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.35 Electronic Procurements Authorized

A Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Health & Mental Hygiene (DHMH) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.

C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.30 related to EFT) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMarylandMarketplace, e-mail or facsimile to issue:

   (a) The solicitation (e.g. the RFP);
   (b) Any amendments;
   (c) Pre-Proposal Conference documents;
   (d) Questions and responses;
   (e) Communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
   (f) Notices of award selection or non-selection; and
   (g) The Procurement Officer's decision on any protest or Contract claim.

2. An Offeror or potential Offeror may use e-mail or facsimile to:

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

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

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

1. Submission of initial bids or proposals;

2. Filing of protests;
3. Filing of Contract claims;
4. Submission of documents determined by DBM to require original signatures (e.g. Contract execution, Contract modifications, etc); or
5. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

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SECTION 2 – MINIMUM QUALIFICATIONS

Offerors must demonstrate, through their work plan, their ability to meet the requirements documented in section 3.2.3.

In addition, the Centers for Disease Control and Prevention (CDC) and the State of Maryland have certain requirements for clinical providers that participate in this program:

A. The mammography facility shall be certified by the federal Food and Drug Administration. The mammography equipment shall be accredited by the American College of Radiology.

B. The laboratory shall be in compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988; and the Offeror must provide the Department with the laboratory CLIA certification.

Copies of equipment certifications, cytology proficiency testing scores, CLIA certifications, licenses of each individual provider (physician, nurse practitioner, physician assistant, etcetera) that will be performing services under this contract, along with a copy of his/her specialty board certification (if appropriate), and documentation of current liability insurance, must be submitted with this proposal.

The Offeror hereby certifies that they meet the minimum qualifications specified above.

Signature _____

Date _____

SECTION 3 – SCOPE OF WORK

Purpose

3.1.1 The State is issuing this solicitation for the purposes outlined in sub-section 1.1 of this RFP.

3.2 Scope of Work - Requirements

3.2.1 The Contractor shall provide breast and cervical cancer screening, education, and follow-up diagnostic services of abnormal results to low income and uninsured or underinsured women aged 40 to 64 years in Calvert County. This program is based on the components found below in Section 3.2.3.

3.2.2 **Background**

The Center for Cancer Surveillance and Control, within the Family Health Administration, a unit of the Department of Health and Mental Hygiene of the State of Maryland, and hereinafter called the "Department," is soliciting proposals from qualified Offerors to directly supply breast and cervical cancer screening services, education, and follow up of abnormal results to low income, and uninsured or underinsured women aged 40 to 64 years in Calvert County. The successful Offeror shall perform at least one clinical screening component (Clinical Breast Exam (CBE) or Pap test) of this RFP on its Calvert County medical campus. If other screening and/or diagnostic services are not available on the successful Offeror's campus, the services can be sub-contracted to other fee-for-service providers on an as-needed basis.

Maryland has historically had high breast cancer mortality rates. According to Surveillance Epidemiology and End Results (SEER) data for the 2003-2008 time period, Maryland had the fifth highest breast cancer death rate in the nation and is significantly higher than the national rate[1]. Calvert County has the sixth highest breast cancer mortality rate for any Maryland jurisdiction, and has higher breast cancer mortality rates than the State and the nation[2]. Maryland's cervical cancer mortality rate for 2003-2008 is lower than the national rate and ranks 24th nationally.[3] Screening rates for breast and cervical cancer are lower among persons with low educational levels, low household incomes, and limited or no health insurance coverage; cervical cancer screening rates are also lower among women 50 years of age or older.[4]

The priority population for this proposal is medically underserved women residing in Calvert County who are of low income and are uninsured or underinsured. According to the 2010 U.S. Census, the population of Calvert County is about 13.4% African American, of whom 2,382 are women age 40-64. This is about 20.0% of the total African American population and 2.9% of the total population of Calvert County. Both nationally and in Maryland, African American women have higher breast and cervical cancer mortality rates than White women. African American women have lower breast cancer incidence rates but higher cervical cancer incidence rates than White women.[5, 6] African American women are diagnosed at later stages for both diseases than White women.[7]

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1 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.

3 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.

4 Maryland BRFSS interactive data base analysis, www.marylandbrfss.org, 2010 survey.
, 2011.

7 SEER Cancer Statistics Review, 1975-2007. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011

3.2.2.1 Breast Cancer[8]

Breast cancer is the most commonly diagnosed cancer and the second leading cause of cancer death among women in the United States and in Maryland.[9,10] The American Cancer Society estimated that approximately 810 Maryland residents would die from breast cancer in 2012. Although Maryland's breast cancer death rate has been consistently declining for more than a decade, Maryland's rate is still ranked among the highest nationally. For the period 2004-2008, the age-adjusted mortality rate for female breast cancer in Maryland was 25.6 per 100,000 compared with the national rate of 23.5 per 100,000, and was fifth highest in the nation.[11]

The breast cancer mortality rate for Calvert County for the 2004-2008 time period is 29.4 per 100,000. This rate is higher than the national rate and the State rate.

Breast cancer screening, consisting of mammography and clinical breast exam, has been shown to reduce mortality (see http://www.uspreventiveservicestaskforce.org/uspstf09/breastcancer/brcanrs.htm). There are many reasons why women do not receive annual breast cancer screening. The most common reasons include: their provider did not recommend it, they did not think they needed it, fear of cancer, cost, and discomfort or pain from the procedure.[12, 13]

3.2.2.2 Cervical Cancer[14]

Cervical cancer is one of the most common cancers among women. Most cervical cancers take years to develop and precancerous cervical lesions can be detected and treated if found early. If invasive cervical cancer is detected at an early stage, it is one of the most successfully treatable cancers with a 5- year survival rate of 91%.[15]

The Maryland 2004-2008 cervical cancer mortality rate of 2.3 per 100,000 is slightly lower than the national rate of 2.4 per 100,000. The Maryland cervical cancer mortality rate ranks 24th in the nation.[16]

Invasive cervical cancer rates increase with age. For the period 2004-2008 Maryland age-specific mortality rates for cervical cancer increase from about 2.0 per 100,000 for women aged 35-44 years to about 5.6 per 100,000 for women age 55-74 to about 7.6 per 100,000 for women age 75 and older.[17] About 70% of the cervical cancer deaths in Maryland are among women over the age of 50.[18]

A Pap test is a test done during a routine pelvic exam and can detect abnormal cells in the cervix. Most medical groups recommend beginning screening within 3 years of onset of sexual activity or age 21 (whichever comes first). After three consecutive negative Pap tests the screening interval can be reduced to once every three years.

Several primary reasons why older women do not have Pap tests include: because their physician did not recommend it, not knowingly experiencing symptoms, cost, not having a provider or not having recently been in contact with a healthcare provider, and having competing health priorities.[19, 20]

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8 All rates are age-adjusted to 2000 U.S. population.
9 American Cancer Society, Cancer Facts and Figures, 2012. Atlanta, GA. American Cancer Society, 2012.

10 Annual Cancer Report, Cigarette Restitution Fund, Maryland Department of Health & Mental Hygiene, September 2009.
11 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.
12 Maryland Cancer Survey, 2008. Cigarette Restitution Fund. Maryland Department of Health & Mental Hygiene, September 2009.
13 Ogedegbe, Gbenga, et al. Perceptions of Barriers and Facilitators of Cancer Early Detection among Low-Income Minority Women in Community Health Centers. Journal of the National Medical Association, 2005;97,2: 162-170.
14 All rates are age adjusted to 2000 US population unless otherwise specified
15 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.
16 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.
17 SEER*Stat data analysis
18 SEER*Stat data analysis
19 Maryland Cancer Survey, 2008. Cigarette Restitution Fund. Maryland Department of Health & Mental

3.2.2.3 Priority Populations

The target population for this proposal is medically underserved women aged 40-64 years residing in Calvert County who are of low income and are uninsured or underinsured. Within the target population, priority for outreach, public education, and screening should be given to African American women and women aged 50 to 64 years.

The incidence of breast cancer among African American women is lower than that of White women, but African American women have higher mortality rates than White women, both nationally[21] and in Maryland.[22] In 2007, the breast cancer mortality rate among African American women in Maryland was 32.4/100,000, significantly higher than the 22.4/100,000 rate for White women.[23] African American women are diagnosed at later stages of breast cancer than White women, and 5-year survival rates are worse for African-American women diagnosed at the same stage as White females.[24]

African American women in Maryland have significantly higher invasive cervical cancer mortality rates than White women. For the 2004-2008 time period, the Maryland cervical cancer mortality rate among African American women was 3.7/100,000 compared with the cervical cancer mortality rate 1.8/100,000 among White women[25]. In 2007, African American women had a higher incidence rate of cervical cancer than White women in Maryland, 9.3 per 100,000 compared with 7.7 per 100,000. However, this difference is not statistically significant[26.]

3.2.2.4 **Screening Programs in Maryland**

Since 1992, there has been a breast and cervical cancer screening program for low income, uninsured, or underinsured women for every jurisdiction of Maryland. This screening program is funded by both the Centers for Disease Control and Prevention (CDC) through the Breast and Cervical Cancer Mortality Prevention Act of 1990 (and is a part of the National Breast and Cervical Cancer Early Detection Program), and the State of Maryland Breast and Cervical Cancer Program set forth in Maryland Code Annotated Code 20-116. Through December 2011, the Breast and Cervical Cancer Program (BCCP) of Maryland has provided 209,600 mammograms and 123,431 Pap tests to low income, uninsured, or underinsured women in Maryland.

For the purpose of this RFP, the BCCP has five major components:

A. Screening, Recall, Follow-up Services, and Case Management;
B. Outreach and Public Education;
C. Surveillance;
D. Quality Assurance; and
E. Partnerships and Coalitions

Clinical services, consisting of a Pap test, pelvic exam, clinical breast exam, mammogram, and diagnostic services are delivered within Calvert County by private providers and are coordinated by the Contractor and overseen by DHMH.

Hygiene, September 2009.

20 Leach, Corinne, et al. The Vicious Cycle of Inadequate Early Detection: A Complementary Study on Barriers to Cervical Cancer Screening Among Middle-Aged and Older Women. Preventing Chronic Disease (CDC) 2007; 4,4.

21 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.

22 Annual Cancer Report, Cigarette Restitution Fund, Maryland Department of Health & Mental Hygiene, September 2010.

23 Annual Cancer Report, Cigarette Restitution Fund, Maryland Department of Health & Mental Hygiene, September 2010.

24 SEER Cancer Statistics Review, 1975-2008. NIH/NCI, Bethesda, MD http://seer.cancer.gov/csr/1975_2008/index.html, based on November 2010 data, 2011.

25 State Cancer Profiles,from NCI/NIH interactive web site, http://statecancerprofiles.cancer.gov

26 Annual Cancer Report, Cigarette Restitution Fund, Maryland Department of Health & Mental Hygiene, September 2010.

A. Screening, Recall, Follow-up Services, and Case Management

Annual screening services are provided for the early detection of breast and cervical cancer for women who are between 40 to 64 years of age, low income, and uninsured or underinsured with priority given to women 50 years and older. Current Program clients are recalled for annual rescreening. At the initial visit, a woman is eligible to receive a pelvic examination to determine if she has a cervix. If she has a cervix, she is eligible for a Pap test. Once a woman has had three consecutive Pap tests (10-18 months apart if a conventional Pap test is done and two years apart if the Pap test is done using liquid-based technology) with a result of negative findings the program will only reimburse for a Pap test once every three years. Additionally, women with abnormal results are contacted within one week of receipt of results to assure they receive the appropriate diagnosis and treatment. A Case Management Care Plan must be completed for all women who are eligible for case management (**Attachment J**).

B. Outreach and Public Education

Outreach is performed to recruit women who are between 40 to 64 years of age, low income, and uninsured or underinsured for regular breast and cervical cancer screening services, with priority given to women 50 years and older. The program educates the public on the need for regular screening for the purpose of early detection of breast and cervical cancer.

C. Surveillance

There is a system in place for the ongoing systematic collection, analysis, and interpretation of program and State data for planning, implementation, and evaluation of the program. Additionally, the Department produces evaluation tables which identify cases that are in need of follow-up which might have not occurred. The local program must report the outcome of these cases to the Department.

D. Quality Assurance

Quality assurance measures are in place to assure that high quality services are delivered and reported in a timely and standardized manner. There is a Medical Advisory Committee in place that oversees and regulates these quality assurance measures. The Medical Advisory Committee developed the Minimal Clinical Elements (MCEs) (See http://fha.dhmh.maryland.gov/cancer/Documents/Breast_Cancer_Minimal_Elements.pdf and http://fha.dhmh.maryland.gov/cancer/Documents/Cervical_Cancer_Minimal_Elements.pdf) which provide guidance to the program regarding screening and follow-up services. The BCCP implements the Minimal Clinical Elements.

E. Partnerships and Coalitions

Partnerships and coalitions are established and nurtured with community agencies to further enhance the numbers of women screened and to increase knowledge among women of the importance of screening.

Services to Be Performed by the Contractor

The services or deliverables to be performed under this contract are set forth below.

The Contractor shall:

A. Provide mammograms, clinical breast exams and Pap tests (when applicable) to low income, uninsured, or underinsured women aged 40-64 years, (and aged 65 years and older without Medical Assistance coverage), who reside in Calvert County. Screening services shall be provided on-site within the Contractor's medical campus, as possible, and sub-contracted to providers within Calvert County, as needed. At least one screening service (clinical breast exam or Pap test) must be provided on the Contractor's medical campus.

B. Provide breast and cervical cancer follow-up case management and diagnostic services to all women screened who require further diagnosis and treatment on-site within the Contractor's medical campus, as possible and sub-contracted to providers within Calvert County, as needed.

C. Provide supervision of annual rescreenings while assuring continuity of care for a minimum 80% of program clients in Year 2, Year 3, Year 4, and Year 5 of the Contract resulting from this RFP.

D. Perform outreach and recruitment activities targeting women aged 40-64 years in Calvert County.

E. Directly maintain a data system to track clients using the Cancer Screening Software provided by the Department.

F. Maintain the Department's Center for Cancer Surveillance and Control quality assurance standards that assure radiology facilities and laboratories are certified and report results in standardized language, using the ACR lexicon (BI-RADS) and Bethesda 2001 reporting system, as found in the Program MCEs.

G. Perform outreach to community medical providers to increase awareness of the screening services available through this project.

H. Partner with agencies in Calvert County that work with women in the target population in order to collaboratively educate women about the importance of the early detection and treatment of breast and cervical cancer.

I. Establish and maintain a fiscal reporting system following the Department's Human Service Contract format as seen in **Attachments Q and R**.

J. Meet reporting and review criteria set by the Department (Section 3.2.3.10)

K. Adhere to all Maryland Breast and Cervical Cancer Program (BCCP) policies and procedures which will be provided to the Contractor upon award.

3.2.3.1 **Screening Services**

The MCEs, developed by the DHMH Breast and Cervical Medical Advisory Committees, serve as the standard for breast and cervical cancer screening services.

A. The Contractor shall assure that comprehensive breast and cervical screening services (clinical breast exam, mammography, and Pap test), are provided to Calvert County female residents who are of low income (with household income of less than or equal to 250% of federal poverty level), uninsured, or underinsured and aged 40 years and older, at no cost to the patient. The following women are **not** eligible for the program: women enrolled in Medical Assistance; women enrolled in Medicare Part B; and/or women enrolled in Health Maintenance Organizations or Preferred Provider Organizations.

1. The Contractor shall maintain a medical chart for each woman who receives screening services through this program. The medical chart shall include at a minimum all patient results, progress

notes including documentation of all contacts with patients and providers, BCCP data entry form (**Attachment K**), consent form (**Attachment L**), recall tracking forms, and Case Management Care Plans (**Attachment J**, if applicable).

2. The Contractor shall assure that all women receiving services through this program have signed a consent/release of information form modeled after the form developed by the Department, completed prior to receiving services (**Attachment L**).

B. The Contractor shall meet the program standards as listed below:

1. Perform the following services on-site within the same Calvert County medical campus, if possible:
   a. Mammography,
   b. Clinical Breast Exam,
   c. Initial pelvic examination for determination of existence of cervix and if so, the Contractor shall perform Pap test collection.

   At least one of the services must be provided on-site, however if a service is not provided on the Contractor's campus, it may be sub-contracted to another fee-for-service provider located within Calvert County.

2. Assure that Pap tests, pelvic examinations, and clinical breast exams are performed by an OB/GYN, Family Practitioner, Internist, General Practitioner, General Surgeon, nurse practitioner, or physician assistant who has received specialized medical training to perform these procedures.

3. Assure that the provisions of COMAR 10.27.07, Practice of the Nurse Practitioner are met.

4. Assure the provisions of COMAR 10.32.03, Delegation of Duties by a Licensed Physician-Physician Assistant are met.

5. Assure that colposcopies are performed by board-certified or eligible gynecologists or health care practitioners who meet the following guidelines:
   a. Training
      1. Training in colposcopy as a part of an OB/GYN residency program, or
      2. Attendance at a physician or nurse colposcopy training program of at least three (3) days in duration which included both didactic and clinical elements, and
   b. Training Colposcopies
      Performance of at least 50 colposcopies under the direct supervision of a preceptor who has extensive experience in performing colposcopies.

6. Assure that the cytology laboratory adheres to the provisions of COMAR 10.10.05 and 10.10.06.

7. Have a Medical Case Manager for the program to accept responsibility and liability for medical decisions regarding the care and follow-up of women screened through the program.

8. Have a Service Coordinator/Administrative Case Manager for the program to consult with the Medical Case Manager to determine the need for follow-up and case management, and arrange for the care and follow-up of women in this program.

9. Assure that any subcontract for interpretation of results (e.g. laboratory) entered into between the Contractor and a clinical provider shall be modeled after and include the conditions in the contracts developed by the Department (Select contracts can be found in **Attachment M**).

10. Monitor all subcontractors (fee-for-service providers contracted in order to provide services not directly available through the Contractor) to assure that services are being provided to target populations and that funds are being spent for the purpose awarded.

11. Assure that all women receiving services through this program receive a clinical breast exam no more than 90 days prior to their mammogram.

12. Perform a **minimum** of 50% of all mammograms on program eligible women over age 50 who are not enrolled in Medicare Part B.

13. For the first 6 months of Year 1 (1/1/13 – 6/30/13) of the contract resulting from this RFP, the Contractor shall screen at least **120 women**. In Years 2, 3, 4, and 5, the Contractor shall screen a minimum of 270 women each year. At least 80% of women screened by the Contractor each year with negative results shall be rescreened annually.

14. Based on the federal requirements that fund this program, the Breast and Cervical Cancer Mortality Prevention Act of 1990: Public Law 101-354, the Contractor shall spend a minimum of 50% of total funds awarded must be spent on direct clinical services to eligible women.

3.2.3.2 Follow-Up Services

The MCEs serve as the standard for breast and cervical cancer diagnostic services provided through this project. The Minimal Standards for Annual Screening and For Short-Term Follow-up and Follow-up of Abnormal Results (**Attachment N**), developed by the Department, shall serve as the minimum standard for follow-up services for this project.

A. The following diagnostic services can be reimbursed at a rate not to exceed the current BCCP Reimbursement Schedule (to be provided to the Contractor upon award) and in a manner consistent with the MCEs:
   1. Colposcopy
   2. Colposcopy with biopsy
   3. Breast ultrasound
   4. Diagnostic mammogram
   5. Surgical consultation
   6. HPV test
   7. Breast biopsy
   8. Pre-op/Post-op visits
   9. Breast MRI
   10. Fine needle aspiration
   11. Other procedures/visits related to the diagnosis of breast or cervical cancer

B. The Contractor shall:

   1. Provide services, in a manner consistent with the MCEs, at no cost to the patient.

   2. Evaluate patient progress through follow-up contact with the patient and the provider of services. The Contractor shall complete Case Management Care Plans for all women who are eligible for case management (**Attachment J**).

   3. See patients referred for a Pap test, pelvic examination, and clinical breast examination within a time frame that shall not be more than 6 weeks from the date of referral.

   4. Repeat, within a 4-6 month time frame, Pap tests where the specimen was found to be "Unsatisfactory for Evaluation."

5. For Pap tests or cervical biopsies that are "negative," "Atypical Squamous Cells of Undetermined Significance," or "HPV positive," the Contractor shall send a written report by mail, within 4 weeks from the receipt of the specimen, to the patient's primary care provider and the Administrative Case Manager.

   For Pap tests or cervical biopsies that show "Atypical Squamous Cells –cannot rule out HSIL," "Low-Grade SIL," "High-Grade SIL," "Squamous Cell Carcinoma," "Adenocarcinoma" or other malignant neoplasms, the Contractor shall notify the patient's primary care provider and the Administrative Case Manager of the results by phone or fax within 5 working days of receiving the specimen and shall send the written report by mail at the same time.

6. For Clinical Breast Exam results that are "Normal" or "Benign Finding," the Contractor shall send a written report by mail, within 4 weeks after having seen the patient, using the format provided by the Department.

   For Clinical Breast Exam results that are abnormal ("Bloody/serous nipple discharge," "Discrete palpable mass," "Nipple/areolar scaliness," "Skin dimpling/retraction"), the Contractor shall notify the patient's primary care provider and the program's Administrative Case Manager by mail or fax within 5 days of the exam.

7. For mammogram or breast ultrasound results that are "Negative," "Benign," or "Probably Benign," the Contractor shall notify the patient's primary care provider and the program's Administrative Case Manager with written reports by mail within 2 weeks of performing the mammogram.

   For mammogram or breast ultrasound results that are "Assessment is Incomplete," "Suspicious Abnormality" or "Highly Suggestive of Malignancy," the Contractor shall notify the patient's primary care provider and the program's Administrative Case Manager of the results by phone or fax within 3 days and send the written report by mail within 1 week of the date the mammogram or ultrasound was performed.

8. Notify 100% of screened clients of their negative test results in writing within 1 month of receipt of results by the Contractor.

9. Notify 100% of clients with abnormal test results of need for further diagnosis as per the Minimal Standards for Annual Screening and for Short-Term Follow-up and for Follow-up of Abnormal Results (**Attachment N**) set by the Department.

10. Assure that a complete diagnostic workup is conducted within 60 days of screening for 100% of clients with abnormal screening results and also within 60 days of diagnostic referral for clients who are referred to the Program for further diagnostic tests, regardless of screening result.

11. Assure that 100% of clients with an abnormal Clinical Breast Exam and/or mammogram result of BI-RADS 4 (Result of Suspicious Abnormality [consider biopsy]) or BI-RADS 5 (Highly Suggestive of Malignancy) are seen by a surgeon as per the MCEs.

12. Assure that 100% of clients diagnosed with breast cancer, invasive cervical cancer or CIN I (if indicated), or greater receive treatment within 60 days of diagnosis.

13. Document stage and tumor size of 100% of clients diagnosed with breast cancer or invasive cervical cancer.

14. Use staff to carry out responsibilities in accordance with COMAR 10.14.02 by assisting clients in completing applications for the "Maryland Breast and Cervical Cancer Diagnosis and Treatment Program," and the "Women's Breast and Cervical Cancer Health Program."

15. Complete the attached Performance Standards (**Attachment O**), as annually designated on the Program Reporting Schedule **(Attachment P)** with a justification for measurements below the program standards. If below the program standards, the program may be required to submit a corrective action plan to the Department's Contract Monitor.

3.2.3.3 **Recall**

The Minimal Standards for Annual Screening and for Short-term Follow-up and for Follow-up of Abnormal Results (See **Attachment N**) set by the Department shall be the standards for the recall and rescreening of program clients.

A. The Contractor shall assure that a minimum of 80% of clients whose report includes a recommendation for a follow-up mammogram, clinical breast examination, or Pap test in six months, return within a maximum of 9 months for follow-up screening.

B. The Contractor shall assure that a minimum of 80% of clients whose report includes a recommendation for a routine screening mammogram, clinical breast examination, or Pap test in 12 months, return within 15 months for screening.

3.2.3.4 **Outreach and Public Education**

A. The Contractor shall perform outreach in the community to recruit medically underserved women living in Calvert County, who are aged 40 to 64, are of low income, and are uninsured or underinsured.

B. The Contractor shall submit a detailed outreach plan to the Department's Contract Monitor annually, as requested by the Contract Monitor prior to the start of each fiscal year, describing strategies for conducting outreach and the rationale for choosing the strategies. The outreach plan must be approved by the Department Contract Monitor before it can be implemented. An initial plan shall be submitted with the Offeror's technical proposal.

C. The Contractor shall assure that any outreach workers employed through this contract are from the community where the priority population resides and will be similar to the population in income and education levels. The outreach workers must attend all meetings as required by the Department.

D. The Contractor shall assure that the program coordinator meets at least bi-weekly with the outreach worker(s) for the purpose of monitoring and evaluation the progress and effectiveness of outreach efforts conducted, as based on the outreach plan.

E. The Contractor shall deliver public education messages in the Calvert County area intended to reach at least 1,000 eligible women per year with the message of the importance of annual breast cancer screening and regular cervical cancer screening and of the Medicare and Medicaid benefits which cover these services. A public education plan shall be submitted to the Department's Contract Monitor annually, as requested by the Contract Monitor prior to the start of each fiscal year. The initial plan shall be submitted with the Offeror's technical proposal.

F. The Contractor shall not purchase breast self-examination (BSE) materials as funding is not permitted to be used for this purpose, as based on funding policies of the Centers for Disease Control and Prevention.

G. The Contractor shall assure that all educational materials and supplies purchased under this contract are requested in writing and approved by the Department's Contract Monitor prior to purchase.

3.2.3.5 **Data Collection and Reporting**

A. The Contractor shall enter patient data into the cancer screening software provided by the Department. Technical assistance will be provided by the Department. A data collection form provided by the Department (**Attachment K**) must be used for each patient for all screening cycles.

B. The Contractor shall submit data to the Department electronically quarterly, using the software provided by the Department, in accordance with dates provided by the Department annually (See **Attachment P**).

C. The Contractor shall correct data errors in the time frame required by the Department.

3.2.3.6 **Quality Assurance**

A. The Contractor shall, prior to the beginning of each fiscal year, when requested by the Contract Monitor, provide documentation to the Contract Monitor that all radiology facilities providing mammography services, under the program, are fully certified by the U.S. Food and Drug Administration to provide screening mammography in accordance with the Mammography Quality Standards Act (MQSA), and that each mammography machine is accredited by the American College of Radiology.

B. The Contractor shall assure that radiology results are reported using the terminology recommended by the American College of Radiology (BI-RADS II).

C. The Contractor shall, prior to the beginning of each fiscal year, when requested by the Department Contract Monitor, provide documentation to the Contract Monitor that all medical laboratories providing cytopathology and pathology services under this program are in compliance with the Clinical Laboratories Improvement Act (CLIA) and have passed the Cytology Proficiency Testing Program of the State of Maryland. If an out-of-state laboratory is used, the Contractor must provide the laboratories' annual proof of passing either the ASCP or the CAP proficiency test. Additionally, the laboratory shall be in compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988, and provide the Department with their CLIA certification.

D. The Contractor shall assure that all cytology results are reported using the Bethesda System 2001 terminology and that the report will indicate the presence or absence of endocervical cells.

E. The Contractor shall assure that all providers report the clinical breast examination results using the language in the MCEs: negative, non-significant findings, or further evaluation needed for breast cancer.

F. The Contractor shall prevent inappropriate disclosure of all individual patient records and data collection forms maintained in connection with any activity funded under this contract and that complies with all applicable federal and State laws.

3.2.3.7 **Outreach to Community Providers**

The Contractor shall develop and implement a plan for outreach to physicians, nurses, and other health care professionals in the Calvert County area about the existence of this program and to solicit referrals to the program. This plan must be submitted prior to the beginning of each fiscal year, when requested, to the Department Contract Monitor and approved by the Contract Monitor prior to plan implementation. An initial plan shall be submitted with the Offeror's technical proposal.

3.2.3.8 **Collaborate with Community Organizations**

The Contractor shall submit a plan prior to the beginning of each fiscal year, when requested by the Department Contract Monitor, to the Contract Monitor, to partner with no less than 3 agencies in Calvert County that work with women in the target population in order to collaboratively educate women about the importance of the early

detection and treatment of breast and cervical cancer. The plan shall be submitted to the Contract Monitor and must be approved prior to plan implementation. An initial plan shall be submitted with the Offeror's technical proposal.

3.2.3.9 **Fiscal System**

A. The Contractor shall, within 30 days of award, set up a system to monitor, document, and report fiscal expenditures using the Department's Human Service Manual guidelines and forms: http://dhmh.maryland.gov/docs/HSAM_093005.pdf; http://dhmh.maryland.gov/docs/432instr.pdf.

B. The Contractor shall reimburse participating providers at no more than the Medicare rate for screening services, procedures, and office visits (such as found in 3.2.3.1.B1) and shall reimburse at no more than the Medicaid rate for diagnostic and treatment services, procedures, and office visits (such as found in 3.2.3.2.A), as specified by the current Program Reimbursement Schedule (to be provided to the Contractor upon award). For services conducted within an HSCRC regulated facility, the Contractor shall reimburse at no more that the HSCRC rate. The Contractor **can** reimburse participating providers at rates **lower** than the specified Medicare, Medicaid, and HSCRC rates, which will enable more women to access screening services.

C. The Contractor shall verify, as a payer of last resort, client insurance status prior to the delivery of medical services. The Contractor shall receive an Explanation of Benefits (EOB) for any client who has partial or full insurance coverage (it is expected that a portion of the program clients will have partial insurance coverage). Women with full insurance coverage that covers breast and cervical cancer screening are ineligible for the program.

D. The Contractor shall not use funds under this contract to cover the portion of services paid for by third party insurance.

E. The Contractor shall report to Department expenditures by line item quarterly, by the dates stated in Section 3.4.5, using DHMH forms 437 and 438 (instructions: **Attachments Q and R**).

F. The Contractor shall submit an estimate of the amount of any funds awarded which will be unexpended by the end of the fiscal year in writing to the Department no later than 90 days prior to the end of each contract fiscal year (March 31, 2013; March 31, 2014; March 31, 2015; March 31, 2016; and March 31, 2017).

G. The Contractor shall complete time studies on each staff funded through this contract using forms supplied by the Department. Time study reports will be sent from the Contractor to the Department quarterly with fiscal reports, as designated by the Department on the annual Reporting Schedule (**Attachment P**).

3.2.3.10 **Review Criteria**

A. The Contractor shall participate in quarterly site reviews by the Department staff. (During the first year, dates will be on or around March 31, 2013, and June 30, 2013. Future dates will be set by the Department). The frequency of site visits may be reduced at the discretion of the Department's Contract Monitor.

B. The Contractor shall submit, on a form supplied by the Department, written quarterly reports that include an evaluation of progress toward objectives, discussion of problems, and proposed corrective actions. The Contractor shall submit these reports to the Department within 30 days following the end of the quarter. (**See Attachment P**)

C. The Contractor shall attend all meetings (such as, quarterly BCCP coordinator meetings, site visits, recall and recruitment meetings) as required by the Department.

3.2.3.11 **Conditions of Award**

The Contractor who is awarded a contract as a result of this RFP shall agree to the Conditions of Award as listed in **Attachment S**.

3.2.3.12 **Transition Plan**

The Contractor shall perform the following implementation responsibilities of the contract within the timeframes specified below:

1. Within 30 days of award, implement approved outreach to community and providers for the purpose of client recruitment.
2. Within 30 days of award, begin accepting contact from previous Calvert County Breast and Cervical Cancer Program clients.
3. Within 30 days of award, set up a billing and fiscal tracking system
4. Within 30 days of award, execute provider agreements for clinical services that cannot be directly performed by the Contractor.
5. Within 60 days of award, submit all required licenses and certifications to the Contract Monitor.
6. Within 60 days of award, begin providing clinical services to clients.
7. Within 60 days of award, implement approved community organization collaborations.
8. Within 60 days of award, implement approved public education activities.

If the incumbent is not awarded the new contract, then the incumbent will stop providing screening services prior to the start date of the new contract, as determined by the Department All diagnostic services, reports, and related paperwork must be filed and completed by the incumbent within 60 days following the end of the incumbent's current contract. The incumbent shall provide its patients the new Contractor's contact information so that patients can set up appointments and continue to receive screening services.

If the incumbent is awarded the new contract, then all of its screening services and related work shall continue uninterrupted. Invoices covering the current contract shall reference the current BPO number. All services occurring during the new contract period shall be invoiced using the new BPO number.

3.3 Security Requirements

3.3.1 Physical Security

3.3.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

3.3.1.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

3.3.2.1 Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx

3.3.2.2 The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The contractor shall fill-out any necessary paperwork as directed and coordinated with the CM to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

The Contractor shall obtain from each individual assigned to work on the contract a statement permitting a criminal background check. The Department will obtain such background checks as may be appropriate for each individual. The Department reserves the right to reject any individual based upon the results of the background check.

3.4 Invoicing and Payment Type

3.4.1 The Contract resulting from this RFP will be a Cost Reimbursement Contract as described in COMAR 21.06.03.

3.4.2 All invoices for services shall be submitted to the Contract Monitor, identified in sub-section 1.6, no later than the end of the month following the quarter in which service was provided (As noted in Section 3.4.5). Invoices shall include:

- Contractor name,
- Remittance address,
- Federal taxpayer identification (or if owned by an individual his/her social security number),
- Invoice period,
- Invoice date,
- Invoice number,
- Amount due, and
- Blanket Purchase Order number(s) being billed.
- Contract control number

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.4.3 Contractor shall have a process for resolving billing errors.

3.4.4 Payments will be made as progress payments as set forth herein. In no case will any payment be viewed as a partial payment.

3.4.5 The contractor shall submit invoices in accordance with the following schedule:

The Contractor shall bill quarterly (October 31, January 31, April 30, and July 31) based on actual expenditures and successful completion of deliverables. Billing shall occur, according to the instructions in the Department's Human Service Agreements Manual, via the forms DHMH 437 and DHMH 438 (**Attachment Q and Attachment R**).

3.4.6 Funds for any contract(s) resulting from this RFP are dependent upon appropriations from the Maryland General Assembly.

3.4.7 The Department reserves the right to reduce or withhold contract payment (see terms set forth in this Section above) in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract until such time as the Contractor brings itself into full compliance with the contract. Any action on the part of the Department, or dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, §§15-215 - 15-223 and with COMAR 21.10.02.

3.5 Insurance Requirement

3.5.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

3.5.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

3.5.3 The Contractor shall provide a copy of the Contractor's current certificate of insurance, which, at a minimum, shall contain the following:

a. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

b. General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

$2,000,000 - General Aggregate Limit (other than products/completed operations)
$1,000,000 - Each Occurrence Limit
$2,000,000 – Personal and Advertising Injury Limits

3.5.4 Upon execution of a Contract with the State, Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time, as directed by the Contract Monitor.

3.5.5 The Contractor shall have current medical liability insurance coverage and assume liability for the procedures and/or services rendered under this Contract.

3.5.6 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.5.7 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.6 Problem Escalation Procedure

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

The Contractor shall provide contact information to the Contract Monitor as well as other personnel should the Contract Monitor not be available.

3.6.2 The Contractor must provide a Problem Escalation Procedure no less than 10 days prior to the beginning of the contract, and within 10 days after the start of each fiscal year (and within 10 days after any change in

circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

- The process for establishing the existence of a problem,
- The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Monitor of any changes to the Problem Escalation Procedure.

3.7 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per sections B-D of this section, key personnel shall be the same personnel proposed in the Contractor's technical proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's technical proposal without the prior written concurrence of the Contract Manager.

If the Contract is task order based, the following provisions apply to key personnel identified in each task order proposal and agreement.

B. Definitions

As used in this section:

"***Contract Manager***" means the Contract Manager previously identified in this solicitation, and/or a person designated in writing by the Contract Manager or DBM to act for the Contract Manager concerning Contractor personnel substitution issues.

"***Day***" or "***Days***" means calendar day or days.

"***Extraordinary Personal Circumstance***" means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than 15 days that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances might include but are not limited to: a sudden leave of absence to care for a family member that is injured, sick or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; military service call-up; etc.

"***Incapacitating***" means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's technical proposal.

"***Sudden***" means when the Contractor has less than 30 days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Staff General Substitution Provisions

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

1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
   a. A detailed explanation of the reason(s) for the substitution request;
   b. The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
   c. The official resume of the current employee for comparison purposes; and
   d. Any required credentials.

3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager, and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Staff Replacement

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

2. Staff Replacement Due to Vacancy

The Contractor shall replace key staff whenever a vacancy occurs due to the Sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such staff, Incapacitating injury, illness or physical condition, or death. (A termination or resignation with 30 days or more advance notice shall be treated as a Voluntary Staff Replacement as per section D.1 of this clause.)

Under any of the above D.2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section C of this section within 15 days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

3. Staff Replacement Due to an Indeterminate Absence

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

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, at the option of the Contract Manager the original staff may continue to

work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return.

4. Directed Staff Replacement

a. The Contract Manager may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or agency or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 4.b, below. If after such remediation the Contract Manager determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the Contract Manager deems it necessary to remove the offending individual with less than 15 days' notice, the Contract Manager can direct the removal in a timeframe of less than 15 days, to include immediate removal.

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

b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within 10 days of the date of notice and implement the Remediation Plan immediately upon written acceptance by the Contract Manager, or revise and resubmit the plan to the Contract Manager within 5 days, as directed in writing by the Contract Manager.

Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit, or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key staff at issue.

Replacement or substitution of personnel under this section shall be in addition to and not in lieu of the State's remedies under the Contract.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

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

4.2 Proposals

4.2.1 Volume I-Technical Proposal and Volume II-Financial Proposal shall be sealed separately from one another. Each Volume shall contain two (2) unbound originals, so identified, and five (5) copies. The two sealed Volumes shall be submitted together under one label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- The volume number (I or II), and
- Closing date and time for receipt of proposals

To the Procurement Officer (see sub-section 1.5) prior to the date and time for receipt of proposals (see sub-section 1.10).

4.2.2 An electronic version of Volume I- Technical Proposal and Volume II- Financial Proposal, both in searchable pdf format, shall also be submitted as separate files for each "Volume", labeled Volume I-Technical Proposal and Volume II-Financial Proposal with the unbound originals, technical or financial volumes, as appropriate. Electronic media is to be submitted on CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

4.2.3 A second electronic version of Volume I and Volume II in searchable pdf format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see sub-section 1.19).

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

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

4.3 Delivery

Offerors may either mail or hand-deliver proposals.

4.3.1 For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.3.3 After receipt, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing will only be included in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2, above, two (2) unbound originals, five (5) copies and the electronic version shall be provided. The RFP sections are numbered for ease of reference, i.e., Section 1 Title and Table of Contents, Section 2 Transmittal Letter, Section 3 Executive Summary, etc. In addition to the instructions below, the Offeror's Technical Proposal should be organized and numbered in the same manner as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by Section number.

4.4.2 Additional Required Technical Submissions

The following documents shall be included in the Technical Proposal; each in its own Section.

a. Minimum Qualifications Documentation (**Section 2**)
b. Completed Bid/Proposal Affidavit (**Attachment B**)
c. Completed Living Wage Affidavit (**Attachment F-1**)
d. Federal Funding Required Forms (**Attachment G**)
e. Conflict of Interest Affidavit and Disclosure (**Attachment H**)
f. Business Associate Agreement (**Attachment I**)

4.4.3 The Technical Proposal shall include the following in this order:

4.4.3.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal organized by Section, sub-section and page number.

4.4.3.2 Claim of Confidentiality

Information which is claimed to be confidential is to be noted by reference and included after the Title page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see sub-section 1.19).

4.4.3.3 Transmittal Letter

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

4.4.3.4 Executive Summary

Offerors shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". Offerors shall clearly demonstrate an understanding of the objectives and goals of the Department as well as an understanding of the Scope of Work. This section should also include an analysis of the effort and resources, which will be needed to realize the Department's objectives.

The summary shall also identify any exceptions Offerors have taken to the requirements of this RFP, the Contract (**Attachment A**), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the summary shall so state.

4.4.3.5 Proposed Work Plan

a. Offerors shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. It shall include the specific methodology and techniques to be used by Offerors in providing the required services as outlined in Section 3 of the RFP under sub-section 3.2.3 Services to Be Performed by the Contractor. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Product deadlines considered contract deliverables must be recognized in the Work Plan.

b. The Offeror shall identify the location(s) it proposes to provide the services and any current facilities that it operates to satisfy the State's requirements as outlined in this RFP.

c. A Work Plan Template is attached as **Attachment T**.

4.4.3.6 Corporate Qualifications and Capabilities

Offerors shall include information on past corporate experience with similar projects and/or services. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

a. An overview of the Offeror's experience and capabilities providing similar services. This description shall include:

   i) The number of years the Offeror has provided these services;
   ii) The number of clients and geographic locations that the Offeror currently serves.
   iii) Offeror's recognition of and compliance with licensure or certification requirements as a corporate entity (see Section 2).

b. The names and titles of key management personnel directly involved with supervising the services rendered under this Contract.

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

   i.) Name of client organization
   ii.) Name, title, telephone number and e-mail address, if available, of point of contact for client organization
   iii.) Value, type, duration, and services provided

DHMH reserves the right to request additional references or use references not provided by an Offeror.

d. Offerors must include in their proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include but are not limited to one or more of the following:

i.) Dunn and Bradstreet Rating
ii.) Standard and Poor's Rating
iii.) Recently audited (or best available) financial statements
iv.) Lines of credit
v.) Evidence of a successful financial track record, and
vi.) Evidence of adequate working capital

e. The Offeror's process for resolving billing errors.

f. Corporate organizational chart that identifies the complete structure of the company including any parent company, headquarters, regional offices or subsidiaries of the Offeror.

g. Complete list of any subcontractors other than those used to meet a Minority Business Enterprise subcontracting goal. This list shall include a full description of the duties each subcontractor will perform and why/how they were deemed the most qualified for this project.

h. Legal Action Summary. This summary shall include:

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

i. Past State Experience

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or that have been completed within the last 5 years. For each identified contract the Offeror is to provide:

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

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

4.4.3.7 Experience and Qualifications of Proposed Staff

Offerors shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the Work Plan. Include individual resumes for the key personnel who are to be assigned to the project if the Offeror is awarded the contract. Each resume should include the amount of experience the individual has had relative to the work called for in this solicitation. Letters of intended commitment to work on the project, including non-Minority Business Enterprise subcontractors should be included in this section.

Offerors are required to provide an Organizational Chart outlining personnel and their related duties. Include job titles and the percentage of time each individual will spend on their assigned tasks. Offerors using job titles other than those commonly used by industry must provide a crosswalk.

Offerors shall identify all subcontractors, including MBEs, and the role these subcontractors will have in the performance of the Contract.

4.4.3.8 Economic Benefit Factors

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

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

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

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

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

1. Generic statements that the State will benefit from the offeror's superior performance under the contract;
2. Descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
3. Tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

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

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

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners;
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the

contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels;

- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

4.4.3.9 Offeror Technical Response to RFP Requirements

If the State is seeking Offeror agreement to a requirement(s), Offerors shall state agreement or disagreement. Offerors shall address each major section in their technical proposals and describe how their proposed services will meet the requirement(s). Any paragraph in the technical proposal that responds to a work requirement shall include an explanation of how the work will be done. Offerors must bear in mind that any exception to a requirement, term or condition may result in having their proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

4.4.3.10 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate(s) of insurance with the prescribed limits set forth in Section 3.5.

4.5 Volume II - Financial Proposal

4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.2, the Contractor shall submit two (2) unbound originals, five (5) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment E**. Complete the price sheets only as provided in the Financial Proposal Instructions.

4.5.2 In addition to the financial proposal form, **a written justification** for each line item of the proposed budget on the Final Proposal Sheets (**Attachment E**) for each of the five budget years is required.

4.5.3 Both the Financial Proposal Form and justifications should be separated by “Screening Costs” and “Other Costs” as defined below (4.5.3.1 – 4.5.3.2) as the Contractor shall spend a minimum of 50% of the total awarded funds on direct screening services.

4.5.3.1 Screening costs include:

i. Contractual Medical Services
ii. Medical Supplies
iii. Salaries, contractual services-other, office supplies, printing, postage, telephone, and “other” (miscellaneous costs) when directly associated with screening-related tasks such as:
    1. Providing intake/ determining eligibility
    2. Arranging for screenings/ making appointments/ placing reminder phone calls
    3. Obtaining test test/procedure results and conducting case management
    4. Providing individual client education
    5. Providing transportation to appointments
    6. Focusing on recall tasks
    7. Providing interpretation/ translation services

4.5.3.2 Other costs include:

Salaries, contractual services-other, office supplies, printing, postage, telephone, and "other" (miscellaneous costs) when not directly associated with screening-related tasks. Other tasks could include:

1. Participation in public/professional education activities
2. Billing activities/ tracking budget expenditures
3. Contact with the Department
4. Ordering supplies
5. Attending meetings
6. Data entry and data entry supervision
7. Establishing and renewing contracts with providers
8. General public-focused program recruitment/ health fairs

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SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of proposals will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State considering price and the technical factors set forth herein. In making this determination, technical factors will receive higher weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance.

1. Proposed Work Plan (Ref 4.4.3.5)
2. Corporate or Agency Qualifications (Ref. 4.4.3.6)
3. Experience and Qualifications of Proposed Staff (Ref. 4.4.3.7)
4. Economic Benefit to State of Maryland (Ref. Section 4.4.3.8)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total price proposed within the stated guidelines (as submitted in the Financial Proposal Forms and Budget Justification (**Attachments E-1 and E-2)**. The Department will view Offerors who plan to utilize a higher proportion of funds for the purpose of screening versus non-screening activities more favorably than those who do not.

5.4 Reciprocal Preference

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

- The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this RFP) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

5.5 Selection Procedures

5.5.1 In General

The Contract will be awarded in accordance with the competitive sealed proposals process found at COMAR 21.05.03. The competitive sealed proposals method allows for discussions and revision of proposals during these discussions; thus, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions.

In either case, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals

and prior to contract award. If the State finds an Offeror to be not responsible and/or an Offeror's technical proposal to be not reasonably susceptible of being selected for award that Offeror's financial proposal will be returned if still unopened.

Proposals are usually evaluated by a committee, which then makes a recommendation for award to the Procurement Officer. However, the Procurement Officer may evaluate proposals without a committee and recommend an Offeror for award. In either case, the Procurement Officer, with the concurrence of the agency head or designee, will make the final determination for award.

5.5.2 Selection Process Sequence

5.5.2.1 Technical proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform and to facilitate arrival at a Contract that is most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. Qualified Offerors will be contacted by the State as soon as discussions are scheduled.

5.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal. Proposals are given a final review and ranked.

5.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

5.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State may make an award without issuing a BAFO.

5.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal(s) is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP.

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SECTION 6 - ATTACHMENTS

ATTACHMENT A – STATE CONTRACT
This is the contract used by DHMH. It is provided with the RFP for informational purposes and is not required at proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the selected Offeror for signature.

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT
This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – CONTRACT AFFIDAVIT
This form is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer with the Standard Contract (see **Attachment A**).

ATTACHMENT D – 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 on attending the conference.

ATTACHMENT E – FINANCIAL PROPOSAL INSTRUCTIONS AND FORMS
Financial Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

ATTACHMENT F-1 – MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT
This document must be completed and submitted with the Technical Proposal.

ATTACHMENT G – FEDERAL FUNDING REQUIREMENTS AND CERTIFICATIONS
Certifications must be completed and submitted with the Technical Proposal.

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT
This document must be completed and submitted with the Technical Proposal.

ATTACHMENT I – BUSINESS ASSOCIATE AGREEMENT FORM (HIPAA)
This document must be completed and submitted with the Technical Proposal, if applicable.

ATTACHMENT I-1 – BREACH OF UNSECURED PROTECTED HEALTH INFORMATION
This document must be completed and submitted only in the event of a breach.

ATTACHMENT J – BCCP CASE MANAGEMENT CARE PLAN

ATTACHMENT K – BCCP DATA ENTRY FORM

ATTACHMENT L – BCCP CONSENT FORM

ATTACHMENT M – PROVIDER CONTRACTS

ATTACHMENT N – MINIMUM STANDARDS FOR FOLLOW-UP AND RECALL

ATTACHMENT O – BCCP PERFORMANCE MEASURES

ATTACHMENT P– REPORTING SCHEDULE

ATTACHMENT Q– DHMH FORM 437 INSTRUCTIONS

ATTACHMENT R – DHMH FORM 438 INSTRUCTIONS

ATTACHMENT S – CONDITIONS OF AWARD

ATTACHMENT T – WORK PLAN TEMPATE

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ATTACHMENT A – STANDARD CONTRACT

TITLE

THIS CONTRACT (the "Contract") is made this _____ day of _____, _____ by and between _____ (the "Contractor") and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES (the "Department").

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

1.1 "COMAR" means Code of Maryland Regulations.

1.2 "Contract Monitor" means the individual identified in sub-section 1.6 of the RFP.

1.3 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.4 "Department" means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities or Commissions.

1.5 "Financial Proposal" means the Contractor's Financial Proposal dated _____.

1.6 "Procurement Officer" means the individual identified in sub-section 1.5 of the RFP.

1.7 "RFP" means the Request for Proposals titled _____, Solicitation # DHMH OPASS _____ --_____, and any amendments thereto issued in writing by the State.

1.8 "State" means the State of Maryland.

1.9 "Technical Proposal" means the Contractor's Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide all deliverables as defined in the RFP Section 3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP
Exhibit B – The Technical Proposal
Exhibit C – The Financial Proposal
Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing

accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Period of Performance.

The Contract resulting from this RFP shall be for a period of _____ months, beginning on _____ and ending on _____. The Contractor shall provide services upon receipt of official notification of award.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in **Attachment E**, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor, pursuant to this Contract, shall not exceed $_____.

Contractor shall notify the Contract Monitor, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

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 Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 1, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

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

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, 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 for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, Intellectual Property

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

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (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 Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

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

9. Loss of Data

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

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 The State 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 obligations 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 obligations 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.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, §15-102, 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 the Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 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

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

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, 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 business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

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 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 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. Delays and Extensions of Time

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

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§14-101 - 14-108, 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.

24. Documents Retention and Inspection Clause

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above:

a. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and

b. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of $10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

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

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

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

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

26. Cost and Price Certification

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

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.

27. Subcontracting; Assignment

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

28. Liability

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

a. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;

b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

c. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims, arising under Section 10, "Indemnification", of this Contract, are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

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

30. Commercial Non-Discrimination

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within 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 in Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

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

a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

a. Retainage which had been withheld and is, by the terms of the 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.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this 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.

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

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

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

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 the 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 the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, the Department may then:

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.

32. Administrative

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

32.2 Notices. All notices, excluding claims or disputes, are to be sent as follows:

If to the State:
Maryland Department of Health and Mental Hygiene

If to the Contractor: _____
_____
_____
_____

32.3 As required in paragraph 12 of this Attachment A, notice of claims or disputes are to be sent to the Procurement Officer identified in Section 1, sub-section 1.5 of this RFP. Such notices shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid.

32.4 Incorporation by Reference

This contract, identified as Attachment A, consists of the entire RFP document DHMH/OPASS ____-_____ all Parts, including all Exhibits, Appendices and Addenda, and the successful Offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) and _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

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

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

34. Compliance with Federal HIPAA and State Confidentiality Law

34.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 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:

(a) 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;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

34.2 Based on the determination by the Department that the 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 shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in **Attachment J**. 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.

34.3 Protected Health Information as defined in the HIPAA regulations at 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.

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

CONTRACTOR	STATE OF MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
_____ By:	_____ By: Joshua M. Sharfstein, M.D., Secretary Or Designee
_____ Date	_____ _____ Date _____ OPASS#

Approved for form and legal sufficiency
this ____ day of _____, 201___.

_____
Assistant Attorney General

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

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Revised August, 2011

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:
I, _____ (print name), possess the legal authority to make this Affidavit.

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

I FURTHER AFFIRM THAT:

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

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

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

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

Name and Department ID Number: _____
Address:_____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(2) By submission of its bid 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 who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

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

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

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

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

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

(i) 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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

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

(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)
Revised August, 2011

ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number - DHMH OPASS -12-10844
Calvert County Breast and Cervical Cancer Screening Project

A Pre-Proposal Conference will be held at 10:00 a.m. on August 28, 2012, at 201 West Preston Street, O'Connor Building, Room 306A, Baltimore, MD 21201. Please return this form by August 22, 2012, advising us of your intentions to attend.

Return via e-mail or fax this form to the Point of Contact:

Vern Shird, CPPB
Procurement Supervisor
Department of Health and Mental Hygiene
201 West Preston Street, Room 304
Room 306
Baltimore, MD 21201
Email: vern.shird@maryland.gov
Fax #: (410) 333-5371

Please indicate:

_____Yes, the following representatives will be in attendance:

1. _____

2. _____

3. _____

_____ No, we will not be in attendance.

_____

Signature Title

_____

Name of Firm (please print)

FINANCIAL INSTRUCTION FORM

In order to assist Offerors in the preparation of their financial proposal and to comply with the requirements of this solicitation, Financial Instructions and Financial Proposal Forms have been prepared. Offerors shall submit their financial proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the financial proposal may be rejected. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

A. General Instructions

1. All Unit/Extended Prices must be clearly entered in dollars and cents, e.g., $24.15
B. All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
C. All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
4. All goods or services required or requested by the State and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with $0.00.
5. Except as instructed on the form, nothing shall be entered on the financial proposal form that alters or proposes conditions or contingencies on the prices.
6. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03.03.E.

B. Special Instructions: Financial Proposal Form

1. A Financial Proposal Form shall be submitted for each year of the contract period (Years 1, 2, 3, 4, and 5), as well as for the total contract amount (Years 1 through 5), (**Attachment E-1**).

2. Column A (Rows 1-13) shall include the costs associated with providing direct screening services to clients during each contract period. The costs for screening activities could include:
    a. Salaries, contractual services-other, office supplies, printing, postage, telephone, and other when directly associated with screening-related tasks such as:
        i. Providing intake/ determining eligibility
        ii. Arranging for screenings/ making appointments/ placing reminder phone calls
        iii. Obtaining test test/procedure results and conducting case management
        iv. Providing individual client education
        v. Providing transportation to appointments
        vi. Conducting recall tasks
        vii. Providing interpretation/ translation services
    b. Contractual Medical Services
    c. Medical Supplies

3. Column B (Rows 1-14) shall include the costs associate with providing non-screening or "other" activities during each contract period. The costs for "other" activities could include:
    a. Salaries, contractual services-other, office supplies, printing, postage, telephone, and other when not directly associated with screening-related tasks. Other tasks could include:
        i. Participation in public/professional education activities
        ii. Billing activities/ tracking budget expenditures
        iii. Contact with the Department
        iv. Ordering supplies
        v. Attending meetings

vi. Data entry and data entry supervision
vii. Establishing and renewing contracts with providers
viii. General program recruitment
ix. Indirect cost

4. Column C (Rows 1-14) shall include Column A plus Column B (screening costs + other costs), the total cost for the specific line item during each contract period.
5. Row 1 shall include all of the staff salaries to be funded for the contract period, listed individually, rows 1a through 1e. Insert additional rows as needed to include all staff members.
6. Row 2 shall include the total of all salaries listed in Row 1a through 1e (and additional rows, if added).
7. Rows 3 through 12 shall include the available line items for non-salary costs.
8. Any costs that do not fit into the line items listed in Rows 2 through 12 shall be listed in Row 13, "Other".
9. Row 14 shall include the indirect costs to be funded for the contract period. Indirect costs cannot exceed 10% of the salary plus fringe line items (Row 2 plus 3) for that contract period.
10. Row 15 shall include the direct costs for the contract period (the sum of rows 2 through 13.)
11. Row 16 shall include the total budget request (direct and indirect cots) associated with the contract period (the sum of rows 2 through 14.)
12. Calculate Row 17, Columns A and B by dividing Cell A16 by Cell C16 and by dividing Cell B16 by Cell C16 to obtain the percentage of the total budget that is allocated to screening costs and to other costs.

C. Special Instructions: Narrative Justification

1. In addition to the Financial Proposal Form, **a written justification for each line item** of the proposed budget is required for each of the years in the contract period. Use the example justification as guidance (**Attachment E-2**).
2. The budget justifications shall be separated between screening and other costs, as described above in Section B, 2 and 3.
3. Requirements for Justification of Budget Items
   a. Be specific.
   b. Show each line item from the Financial Proposal Form and demonstrate how the figure was determined.
   c. One Full Time Equivalent (FTE) is equal to 40 hours per week. If using FTE to represent a different number of hours, specify this on the justification.
   d. Full Time Equivalents (FTEs) shall be determined by applying the projected percent of time to be spent on screening or non-screening activities to the full FTE funded by the grant. For example, if employee Sally Sample's total FTE in the grant is 0.75, and she is projected to spend 60% of her time on screening and 40% of her time on non-screening activities, her FTEs would be calculated in the following manner:

      Screening: [0.75 FTE] x [0.60] = 0.45 FTE in the Screening Costs Justification
      Other: [0.75 FTE] x [0.40] = 0.30 FTE in the Other Costs Justification

   e. This is how Sally Sample shall be listed in the Screening Costs Justification:

      Sally Sample Community Health Nurse II 60% 0.45 FTE $27,000

      Community Health Nurse II is her position, 60% is the amount of time that she is projected to spend on screening activities, 0.45 is the portion of her grant-funded FTE that is related to screening activities and $27,000 is the portion of her salary that is funded by the grant to perform screening activities.

   f. The amount of each employee's salary to be listed under each justification shall be calculated in the same manner. <u>In the justifications, list FTEs only; do not indicate hours per week, percent of FTE, etc.</u>

g. The position descriptions are provided as examples only. Change the description for each employee listed to indicate his or her *actual* proposed screening and non-screening activities.

ATTACHMENT E-1 BUDGET JUSTIFICATION EXAMPLE

Calvert County Breast and Cervical Cancer Screening Project
RFP Number: DHMH-OPASS-12-10844

The following example is provided as guidance only. It is not an all-inclusive list of all line items that may be used in your budget.

Offeror's Name:
Year: 1 (1, 2, 3, 4, or 5)
Total: $ 158,596 (Screening + Other Costs)

Screening and Follow-up Costs Justification **Total Screening: $ 129,112**

Salaries Total: **$ 43,317**

Sally Sample, Community Health Nurse II 60% .45 FTE $ 27,000

Justification: Provides intake and eligibility screening to women seeking breast and cervical cancer screening through the program; arranges screening and diagnostic services based on the MCEs, makes appointments, gives appointment directions and instructions, provides screening materials, receives the results of the screening from the provider, the radiologist and the laboratory, and consults with the medical case manager regarding "next steps." In addition, the coordinator reschedules appointments, provides case management services for the client by referring the client for diagnostic or follow-up tests (arranging appointments, sending records, directions, etc, and providing individual client education and reassurance by phone, letter or in person), and receives the results of the follow-up tests. The coordinator is the primary point of contact for the BCCP with the client, the medical case manager, and the treating physicians. Fifteen percent of the coordinator's salary is funded in "other program costs" - see below for justification.

Elizabeth Example, Outreach Worker II 90% .90 FTE $ 16,317

Justification: Approximately 20 hours per week is spent on reaching uninsured, targeted eligible women aged 40-64 in a one-on-one manner and recruiting them into screening; and 16 hours per week is spent on direct phone or written contact to assure program eligible women return for annual screening.

Fringe Benefits Total: $ **3,175**

	Sample	Example	Total
FICA	$ 300	$ 200	$ 500
Retirement	$ 400	$ 200	$ 600
Hospital Insurance	$ 900	$ 600	$ 1500
Retirees Hospital Insurance	$ 200	$ 300	$ 500
Unemployment Insurance	$ 50	$ 25	$ 75

Postage 96% (% screening) **$ 495**

Justification: Postage is used to send patient recall notices; pre-appointment reminders; consent forms and vouchers for program; directions to screening facilities; notification to patient of results.
500 patients x 3 mailings/year x .33 = $ 495

Telephone 75% (% screening) **$ 375**

Justification: 75% of telephone costs are related to the CHN or secretary calling patients to schedule appointments; to inform patients of results; to make reminder calls before screening appointments; to call patients for recall scheduling; and to speak with primary care providers regarding case management.
2 phones at $ 250 = $ 500 x .75 = $ 375

In-State Travel 76% (% screening) **$ 450**
Justification: CHN and Outreach Worker to make home visits. CHN to discuss abnormal findings. Outreach worker for recall and individual one-on-one outreach.
30 patients x 50 miles x .30 = $ 450

Contractual Services Medical **$ 80,000**
Justification: To provide breast and cervical cancer screening services to 500 women. 500 x $ 160 a visit = $ 80,000

Printing 40% (%screening) **$ 300**
Justification: Printing patient intake forms and provider report forms:
500 patients x 2 forms x 3 pages x .10 = $ 300

Client Transportation **$ 1,000**
Justification: 10% of patients need help with transportation.
Contract with Taxi for $ 20 round trip.
50 x $ 20 = $ 1000

Other Program Costs Justification (Non-screening related tasks) **Total Other: $ 29,484**

Salaries Total: **$ 19,813**

Sally Sample, Community Health Nurse II	40%	.30 FTE	$ 18,000

Justification: Approximately 6 hours per week the coordinator participates in public and professional education activities and administrative duties. Public and professional education activities include presentations to community groups, presentations to medical staff to educate them about the program, contact with the media, and participation in health fairs. The coordinator prepares narrative and data reports and grant applications, attends coordinator meetings and professional education sessions, tracks budget expenditures, requests annual and supplement funding, receives and forwards the bills for payment, tracks bills received with and without Explanation of Benefits (EOBs), and supervises the outreach workers and the entry of data into the computer for each patient screened. Primary point of contact with state program.

Elizabeth Example, Outreach Worker II	10%	.10 FTE	$ 1,813

Justification: Approximately 4 hours per week the outreach worker participates in public education activities in the community. These activities include health fairs to the general public.

Fringe Benefits Total: **$ 1,780**

	Sample	Example	Total
FICA	$ 200	$ 100	$ 300
Retirement	$ 300	$ 100	$ 400
Hospital Insurance	$ 600	$ 200	$ 800
Retirees Hospital Insurance	$ 100	$150	$ 250
Unemployment Insurance	$ 25	$ 5	$ 30

Postage 4% (% non-screening) **$ 20**

Justification: Postage costs related to program management: Mail grant applications to DHMH, performance narrative reports, data reports to central office.
6 mailings x $ 3.30 = $ 19.80

Telephone 25% (% non-screening) **$ 125**
Justification: 25% of telephone costs relate to overall program management.
2 phones at $ 250 = $ 500 x .25 = $ 125

In-State Travel 24% (% non-screening) **$ 146**
Justification: CHN to attend 6 coordinator meetings to share information with other program coordinators, receive updates from central office staff and to discuss program implementation; 56 miles round trip x .30 x 6 trips = $ 100.80
Attend 1 professional education conference on breast cancer screening, diagnosis and treatment; 150 miles round trip x .30 = $ 45.

Advertising **$ 650**
Justification: Ads placed 4 times per year in the Pennysaver: 4 x $ 100 = $ 400
Coupon advertisement in local community newspaper 5 times a year: 5 x $ 50 = $ 250.

Printing 60% (% non-screening) **$ 450**
Justification: Revise and print brochures describing the program for distribution by the outreach workers and coordinator.
1000 brochures x .45 = $ 450

Indirect Cost **$ 6,500**

ATTACHMENT E –2 FINANCIAL PROPOSAL FORMS

Calvert County Breast and Cervical Cancer Screening Project
RFP Number: DHMH-OPASS-12-10844

Offeror's Name:

Year 1 Budget Request		**A**	**B**	**C = (A+B)**
Row #	**Line Item**	**Screening Costs**	**Other Costs**	**Total Year 1 Cost**
1	Salaries by staff member:			
	a.			
	b.			
	c.			
	d.			
	e.			
2	Total Salaries			
3	Fringe			
4	Contractual Medical Services			
5	Contractual Services: Other			
6	Medical Supplies			
7	Office Supplies			
8	Computer Equipment			
9	Travel/ Transportation			
10	Printing			
11	Postage			
12	Telephone			
13	Other			
14	Indirect Costs (Not to exceed 10% of salary plus fringe (Row 2+3))			
15	**Total Direct Costs** (Rows 2 through 13)			
16	**Total Budget Request (Rows 14 through 15)**			
17	**% of Budget**	% (=A16/C16)	% =(B16/C16)	

Offeror's Name:

Year 2 Budget Request		A	B	C = (A+B)
Row #	**Line Item**	**Screening Costs**	**Other Costs**	**Total Year 2 Cost**
1	Salaries by staff member:			
	a.			
	b.			
	c.			
	d.			
	e.			
2	Total Salaries			
3	Fringe			
4	Contractual Medical Services			
5	Contractual Services: Other			
6	Medical Supplies			
7	Office Supplies			
8	Computer Equipment			
9	Travel/ Transportation			
10	Printing			
11	Postage			
12	Telephone			
13	Other			
14	Indirect Costs (Not to exceed 10% of salary plus fringe (Row 2+3))			
15	**Total Direct Costs** (Rows 2 through 13)			
16	**Total Budget Request (Rows 14 through 15)**			
17	**% of Budget**	% (=A16/C16)	% =(B16/C16)	

Offeror's Name:

Year 3 Budget Request		A	B	C = (A+B)
Row #	**Line Item**	**Screening Costs**	**Other Costs**	**Total Year 3 Cost**
1	Salaries by staff member:			
	a.			
	b.			
	c.			
	d.			
	e.			
2	Total Salaries			
3	Fringe			
4	Contractual Medical Services			
5	Contractual Services: Other			
6	Medical Supplies			
7	Office Supplies			
8	Computer Equipment			
9	Travel/ Transportation			
10	Printing			
11	Postage			
12	Telephone			
13	Other			
14	Indirect Costs (Not to exceed 10% of salary plus fringe (Row 2+3))			
15	**Total Direct Costs** (Rows 2 through13)			
16	**Total Budget Request (Rows 14 through 15)**			
17	**% of Budget**	% (=A16/C16)	% =(B16/C16)	

Offeror's Name:

Year 4 Budget Request		A	B	C = (A+B)
Row #	**Line Item**	**Screening Costs**	**Other Costs**	**Total Year 4 Cost**
1	Salaries by staff member:			
	a.			
	b.			
	c.			
	d.			
	e.			
2	Total Salaries			
3	Fringe			
4	Contractual Medical Services			
5	Contractual Services: Other			
6	Medical Supplies			
7	Office Supplies			
8	Computer Equipment			
9	Travel/ Transportation			
10	Printing			
11	Postage			
12	Telephone			
13	Other			
14	Indirect Costs (Not to exceed 10% of salary plus fringe (Row 2+3))			
15	**Total Direct Costs** (Rows 2 through13)			
16	**Total Budget Request (Rows 14 through 15)**			
17	**% of Budget**	% (=A16/C16)	% =(B16/C16)	

Offeror's Name:

Year 5 Budget Request		A	B	C = (A+B)
Row #	**Line Item**	**Screening Costs**	**Other Costs**	**Total Year 5 Cost**
1	Salaries by staff member:			
	a.			
	b.			
	c.			
	d.			
	e.			
2	Total Salaries			
3	Fringe			
4	Contractual Medical Services			
5	Contractual Services: Other			
6	Medical Supplies			
7	Office Supplies			
8	Computer Equipment			
9	Travel/ Transportation			
10	Printing			
11	Postage			
12	Telephone			
13	Other			
14	Indirect Costs (Not to exceed 10% of salary plus fringe (Row 2+3))			
15	**Total Direct Costs** (Rows 2 through 13)			
16	**Total Budget Request (Rows 14 through 15)**			
17	**% of Budget**	% (=A16/C16)	% =(B16/C16)	

Offeror's Name _____

Total 5 Year Cost		A	B	C = (A+B)
Row #	**Line Item**	**Total Screening Costs** = Years 1+2+3+4+5	**Total Other Costs** = Years 1+2+3+4+5	**Total 5 Year Cost**
2	Total Salaries			
3	Fringe			
4	Contractual Medical Services			
5	Contractual Services: Other			
6	Medical Supplies			
7	Office Supplies			
8	Computer Equipment			
9	Travel/ Transportation			
10	Printing			
11	Postage			
12	Telephone			
13	Other			
14	Indirect Costs (Not to exceed 10% of salary plus fringe (Row 2+3))			
15	**Total Direct Costs** (Rows 2 – through13)			
16	**Total Basis of Award (Rows 14 through 15)**			
17	**% of Budget**	% =(A16/C16)	% =(B16/C16)	

Authorized Signature: _____
Date: _____
Printed Name and Title: _____
Company Name: _____
Company Address: _____
FEIN: _____
eMM #: _____
Telephone #: _____
Fax #: _____

ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements in the Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services 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 the 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 of Labor and Industry 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 the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage set at 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 of Labor and Industry.

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 and Finance 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 at http://www.dllr.state.md.us/labor/ and clicking on Living Wage.

ATTACHMENT F-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____Tier_____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

☐ The employee(s) proposed to work on the contract is/are 17 years of age or younger during the duration of the contract; or

☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

_____

Signature of Authorized Representative Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature Date

Submit This Affidavit with Bid/Proposal

ATTACHMENT G – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

A Summary of Certain Federal Fund Requirements and Restrictions
[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts <u>or</u> (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

   A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and subrecipients) which expend a total of $500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OBM) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, Audit Division, 605 S. Chapel Gate Lane, Old School Building, Baltimore, MD 21229.

   B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

   C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

      Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All subrecipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.

E) All subrecipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not limited to, subrecipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Rev. 3/2008

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State of local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

NAME:_____

TITLE: _____

GRANT NO:_____

STATE: _____

U.S. Department of Health and Human Services

Certification Regarding Lobby

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobby," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	☐ a. Bid/offer/application b. Initial award c. Post-award	☐ a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, *if known*:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Amount of Payment (*check all that apply*) $_____ ☐ actual ☐ planned **12. Form of Payment** (*check all that apply*) ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	**13. Type of Payment** (*check all that apply*) ☐ a. retainer ☐ b. one-time ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

A PDF version of this form is available on-line at:
http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf

SUMMARY OF ADDITIONAL FEDERAL FUND REQUIREMENTS

Any materials produced through this contract must contain the following statement: "This project was supported through a contract with the Maryland Department of Health and Mental hygiene by cooperative agreement number Uf57/CCU306732 from the Centers for Disease Control and Preventions (CDC)."

Any publications that result from the work of this contract should be acknowledged as follows: "This publication was supported through a contract with the Maryland Department of Health and Mental Hygiene by cooperative agreement number U57/CCU306732 from the Centers for Disease Control and Prevention (CDC)." If CDC co-authors were not involved, the following disclaimer must be added: "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC."

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL RESPONSE

ATTACHMENT I – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and among the Maryland Medical Assistance Program, a unit of the Maryland Department of Health and Mental Hygiene (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:

Caroline Baker
Privacy Officer
Department of Health & Mental Hygiene
Division of Corporate Compliance & Integrity
201 W. Preston Street
Room 522
Baltimore, MD 21201-2301
Phone: (410) 767-6039

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 AND MENTAL HYGIENE ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

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

- _____, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), 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: _____ (attach list)

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 J – BCCP CASE MANAGEMENT CARE PLAN

Maryland BCCP Case Management Patient Care Plan: Abnormal Breast Screening

Goal: To provide adequate and timely diagnosis and treatment for all patients enrolled in BCCP and BCCP Expanded.
Objective: To assure that BCCP enrolled patients with abnormal results receive complete diagnostic workup within 60 days of screening tests. To assure all BCCP Expanded patients receive diagnosis and have treatment initiated if necessary.

☐ BCCP Expanded

Name _____ ID_____ ☐ BCCP

Special Challenges? **__ Yes __ No** *If yes, circle all that apply:* Mobility, deaf, blind, cognitive, language, child care or transportation. If circled, what assistance have you provided?

_____

Results: Abn. CBE *date* _____ ACR 4 *date* _____ ACR 5 *date* _____ *CMCP Start Date*_____

Check Off and elaborate in Notes

Date	Initials	Action	Outcome/Results	Patient Notified? Understands?	Comments
		1. Written results received	*See above*		
		2. Medical/Care Provider consulted/ Plan of Care determined	__ Refer to Surgeon __ Other_____	__ Y __ N __ Y __ N	
		3. Imaging Requested: ___ Add'l Views *Date* _____ ___ Diag. Mamm. *Date* _____ ___ Ultrasound *Date* _____ ___Other *Date*_____ _____	Written results ___ Neg. ____ Benign ___ Prob. Benign ___ Susp. ___ Highly Sugg. Malig. ___ Assess Incompl. ___ Further Consult needed	__ Y __ N __ Y __ N	
		4. Appointment *Circle one* Surgeon Radiologist Other:_____	___ Surg. Consult *Date* ____ ___ CBE *Date* _____ ___ Other *Date* _____ _____	__ Y __ N __ Y __ N	
		5. Written **recommendations** received from 2 or 4 above	____ Routine f/u _____ ____Short-term f/u_____ ____Further Eval. (see # 6)		
		6. Appointments Scheduled	___FNA Date_____ ___ Biopsy Date_____ ___ Other Proc.Date_____ _____	__ Y __ N __ Y __ N	
		7. Written results/reports Received from # 6 procedures	_____Benign Findings _____Cancer _____Other or Unknown _____	__ Y __ N __ Y __ N	
		8. Recommendations received from Medical Case Manager (Surgeon or primary Care Provider)	____ Annual screening ____ Short-term f/u_____ ____ Treatment. See Tx. Pg.	__ Y __ N __ Y __ N	
		9. Applications for: *Circle one* WBCCHP Diagnosis And Treatment	__Initiated. Date _____ __Completed. Date_____ __Sent to SHD Date_____ __Initiated. Date _____ __Completed. Date_____ __Sent to SHD Date_____	Approval received date _____ Approval received date _____	
		10. Patient Satisfaction Survey sent		__ Y __ N Date Sent:___/____/____	

Date Closed to Case Management: _____ Discharged to: _____

_____ _____ _____ _____
Initials Case Manager Signature Initials Case Manager Signature

NOTE: All applicable areas must be completed. More elaboration may be needed in the Nursing or Continuation Notes.

Maryland BCCP Case Management Patient Care Plan: Abnormal Cervical Screening

Goal: To provide adequate and timely diagnosis and treatment for all patients enrolled in BCCP and BCCP Expanded.
Objective: To assure that BCCP enrolled patients with abnormal results receive complete diagnostic workup within 60 days of screening tests. To assure all BCCP Expanded patients receive diagnosis & treatment initiated if necessary.

☐ BCCP Expanded

Name _____ ID_____ ☐ BCCP

Special Challenges? __ **Yes** __ **No** *If yes, circle all that apply:* Mobility, deaf, blind, cognitive, language, child care or transportation.
If circled, what assistance have you provided? _____

Results: __HPV/DNA + date_____ __ LSIL *date* _____ ___ HSIL *date* _____ ___ ASC-H *date* _____
__AGUS *date* _____ __ SCC *date* _____ ___ AdenoCa *date* _____

Check Off and elaborate in Notes

Date	Initials	Action	Outcome/Results	Patient Notified? Understands?	Comments
		1. Written results received	*See above*		
		2. Medical Provider consulted/Plan of Care determined	__ Refer to GYN __ Other _____ _____	__ Y __ N __ Y __ N	
		3. Repeat Pap *Date* _____	Written Results received ____ Negative ____ Infection/Reactive changes/Inflammation ____ ASC-US ____ Low grade SIL (HPV or CIN II) ____ High grade SIL (CIN II, CIN III) ____ Squamous cell Ca. ____ Other (specify)_____	__ Y __ N __ Y __ N	
		4. Appointment GYN __ Colposcopy *Date* _____ __ Colposcopy w/Bx *Date* ___ __ Colposcopy w/Ecc ____ __ Colpo. w/Bx & ECC *Date*____ __ Other ____ *Date* ____ _____	Written Results received ____ Normal /Benign ____ HPV Codyl Atyp ____ ____ CIN I Mild Dyspl ____ CIN II Mod.Dyspl ____ CIN III Sev. Dyspl ____ Invas Cerv Ca _____ Other_____	__ Y __ N __ Y __ N	
		5. Written **recommendations** from 2 or 4	____ Routine f/u_____ ____ Repeat Pap _____ ____ Further Eval._____ ____ Treatment *See pg. 3*	__ Y __ N __ Y __ N	
		6. Applications for: *Circle one* WBCCHP Diagnosis And Treatment	____ Initiated *Date* _____ ____ Completed *Date* ____ ____ Sent to SHD *Date* ___ ____ Initiated *Date* _____ ____ Completed *Date* ____ ____ Sent to SHD *Date* ___	WBCCHP Approval date _____ DX/TX approval date _____	
		7. Recommendations received from Medical Case Manager	____ Annual Screening ____Short-term f/u _____ (Back to BCCP *Date* _____) ____ Other _____	__ Y __N __ Y __N	
		8. Patient Satisfaction Survey sent		__ Y __ N Date Sent:___/____/____	

Date Closed to Case Management: _____ Discharged to: _____

_____ _____ 100_____ _____

Initials Case Manager Signature Initials Case Manager Signature

NOTE: All applicable areas must be completed. More elaboration may be needed in the Nursing or Continuation Notes.

Maryland BCCP Case Management Patient Care Plan: Abnormal Breast/Cervical Screening
TREATMENT PLAN

☐ BCCP Expanded

Name _____ ID_____ ☐ BCCP

Objective: To assure that patients, for whom treatment is indicated, begin treatment within 60 days of diagnosis
ACTIONS:

Check Off and elaborate in Notes

Date	Initials	Action	Outcome/Results	Patient Notified? Understands?	Comments
		1. Determine patient understanding of ____ treatment recommendations ____ options ____ second opinions		__ Y __ N __ Y __ N ____ Lit. sent? _____ _____	
		2. ____ Discussed resources ____ Support services _____ _____		__ Y __ N __ Y __ N __ Lit. sent? _____	
		3. Appointment made **Breast Cancer:** __ Lumpectomy *Date* ____ __Mastectomy *Date* _____ **Cervical Cancer:** __LEEP/CONE *Date* _____ __Cryosurgery *Date* _____ __Hysterectomy *Date* ____ __Other _____ _____*Date* ____		__ Y __ N __ Y __ N ____ Lit. sent? _____ _____	
		4. Written report/pathology received			
		5. Recommendations received from Medical Case Manager	____ Radiation ____ Chemotherapy ____ ____ Other _____ _____	__ Y __ N __ Y __ N __ Provider Informed Date:_____	
		6. Closed to case management	Discharged to: _____ _____	__ Y __ N __ Y __ N	
		7. Patient Satisfaction Survey sent		__ Y __ N Date Sent:___/___/___	

_____ _____ _____ _____
Initials Case Manager Signature Initials Case Manager Signature

All applicable areas must be completed. More elaboration may be needed in the Nursing or Continuation Notes.

ATTACHMENT K – BCCP DATA ENTRY FORM

REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
BREAST AND CERVICAL CANCER PROGRAM (BCCP)
DATA COLLECTION FORM

DEMOGRAPHIC INFORMATION:

CaST ID:_____ **ENROLLMENT DATE:**____/___/_____ **SSN:**_____-_____-_____

LAST NAME:_____ **FIRST NAME:**_____ **MIDDLE:**_____ **MAIDEN NAME:** _____

PRIMARY ADDRESS:_____ **CITY:**_____ **STATE:**_____ **ZIP:**_____

COUNTY OF RESIDENCE:_____ **HOME PHONE:** (_____)_____-_____ **WORK PHONE:** (_____)_____-_____

CELL PHONE: (_____)_____-_____ **DATE OF BIRTH:** _____/____/_____ (mm/dd/yyyy) **AGE:** _____

ALTERNATIVE PATIENT ID:_____ **CONTACT PERSON:** _____

CONTACT ADDRESS:_____ **CITY:**_____ **STATE:**_____ **ZIP:** _____

CONTACT PHONE NUMBER: (_____)_____-_____ **CONTACT CELL PHONE:** (_____)_____-_____

DOES CLIENT HAVE REGULAR SOURCE OF MEDICAL CARE OR A PRIMARY CARE PROVIDER: ☐ **Yes** ☐ **No** ☐ **Unknown**

IF YES: **PROVIDER NAME** _____**PHONE #** _(_____)_____-_____

EDUCATION:		**PATIENT STATUS:**
☐ Less than HS ☐ High School ☐ More than HS ☐ Unknown	☐ White ☐ Black/African American ☐ Asian ☐ American Indian ☐ Pacific Islander ☐ Native Hawaiian ☐ Aleutian Islander ☐ Unknown	☐ Active ☐ Deceased ☐ Inactive ☐ Out of Area ☐ Temporary Inactive *(Client closed out ; enter & complete Close-out fields.)* Pt Status Date (non-Active): _____ / _____/ _____ (m m d d y y y y) Pt Status Text: _____
GENDER: ☐ Male (F667 Grant Only)	**ETHNICITY:** ☐ Hispanic origin ☐ non- Hispanic origin ☐ Unknown	

INCOME ELIGIBLE	**INSURANCE STATUS: WHAT TYPE OF INSURANCE DOES CLENT HAVE THAT COVERS SCREENING:**	**IS CLIENT A CURRENT SMOKER**
☐ Yes ☐ No ☐ Unknown	☐ Uninsured ☐ Medicare ☐ Medicaid ☐ PAC ☐ Commercial Insurance ☐ Unknown **If client covered by any type of health plan, make copy of card**	☐ Yes ☐ No ☐ Unknown

HOW DID CLIENT LEARN OF THE PROGRAM:	**DOES CLIENT HAVE:**			
CODE: _____ TEXT: _____ _____ ☐ Diagnostic Referral Patient (Expanded Services Client (F667 Grant))	A history of breast cancer?	☐ Yes	☐ No	☐ Unknown
	A history of benign breast surgery?	☐ Yes	☐ No	☐ Unknown
	Family history of pre-menopausal breast cancer?	☐ Yes	☐ No	☐ Unknown
	A history of cervical cancer?	☐ Yes	☐ No	☐ Unknown
	A hysterectomy?	☐ Yes	☐ No	☐ Unknown
	If Yes, does patient have an intact cervix?	☐ Yes	☐ No	☐ Unknown

IS CLIENT CLOSED OUT OF PROGRAM	**IF CLIENT CLOSED OUT, REASON WHY**			
☐ Yes ☐ No	☐ Refused ☐ Lost	☐ Ineligible ☐ Deceased	☐ Moved in Maryland ☐ Moved out of Maryland	Closeout Date: _____ / _____/ _____ (m m d d y y y y)

IF CLIENT ENROLLED IN Dx & Tx PROGRAM:	**IF CLIENT ENROLLED IN WBCCHP:**
Enrollment Date : ____ / ____/ _____ (mm/dd/yyyy)	Enrollment Date : ____ / ____/ _____ (mm/dd/yyyy)
Effective Date : ____ / ____/ _____ (mm/dd/yyyy)	Effective Date : ____ / ____/ _____ (mm/dd/yyyy)
Expiration Date : ____ / ____/ _____ (mm/dd/yyyy)	Expiration Date : ____ / ____/ _____ (mm/dd/yyyy)

COMMENTS_____

BREAST CANCER SCREENING INFORMATION:

BREAST CYCLE #: _____ **LOCATION (PROVIDER):** _____

DOES CLIENT CURRENTLY REPORT ANY BREAST SYMPTOMS? : ☐ Yes ☐ No ☐ Unknown

CLINICAL BREAST EXAM INFORMATION:	MAMMOGRAM INFORMATION:
HAS PATIENT HAD A PREVIOUS CBE: ☐ Yes ☐ No ☐ Unknown	**HAS PATIENT HAD A PREVIOUS MAMMOGRAM:** ☐ Yes ☐ No ☐ Unknown
IF 'YES', DATE OF PREVIOUS CBE: _____/_____/_____ (mm/dd/yyyy)	**IF 'YES', DATE OF PREVIOUS MAMMOGRAM:** _____/_____/_____ (mm/dd/yyyy)
RESULTS OF PREVIOUS CBE: ☐ Normal ☐ Abnormal ☐ Unavailable	**RESULTS OF PREVIOUS MAMMOGRAM:** ☐ Normal ☐ Abnormal ☐ Unavailable
	PREVIOUS MAMMOGRAM DOCUMENTED: ☐ Yes ☐ No ☐ Unknown

RECALL INFORMATION :

- ☐ Mailed reminder - Letter
- ☐ Mailed reminder - Postcard
- ☐ Other _____
- ☐ Personal visit
- ☐ Telephone reminder
- ☐ Wallet card reminder

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:**_____

BREAST CANCER SCREENING INFORMATION (continued):

TYPES OF PROCEDURES PERFORMED: CHECK ALL THAT APPLY - PROCEDURES AND DATES:

☐ **Clinical Breast Exam (CBE) –**

CPT code: _____

CPT code 2: _____

Results: **CPT code 3**: _____

- ☐ Normal exam
- ☐ Benign finding
- ☐ Bloody/serous nipple discharge
- ☐ Discrete palpable mass - Susp for Cancer
- ☐ Nipple/areolar scaliness
- ☐ Skin dimpling/retraction
- ☐ Not done - Normal CBE in past 12 months
- ☐ Not done - oth/unk reason
- ☐ Refused

Appointment date ____/___/_____

Date performed ____/___/_____

Date results received ___/___/_____

Date patient notified of results ___/___/_____

Location (Provider)_____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammo # ____ months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ CBE by non-surgeon consult
- ☐ MRI
- ☐ Film Comparison Required

CBE Recall Date: _____/_____/_____
mm / dd / yyyy

Recall Reason

_____

_____

_____

☐ **Mammogram (initial) -** **CPT code**: _____

Mammogram Type: ☐ Conventional ☐ Digital **CPT code 2**: _____

Indication for Initial Mammogram: **CPT code 3**: _____

- ☐ Routine Screen
- ☐ Symptoms, +CBE, or previous abnormal mammo.
- ☐ Diagnostic Referral
- ☐ Unknown
- ☐ Mammogram not done; CBE only or proceeded directly to Dx:

→ **Indication Reason for Initial Mammogram Not Done:**

- ☐ Not Needed
- ☐ Needed but not Performed
- ☐ Not Done – other/unk reason
- ☐ Refused
- ☐ Done recently elsewhere; non-funded

Mammogram Results:

- ☐ Negative
- ☐ Benign finding
- ☐ Probably benign
- ☐ Suspicious abnormality (consider Bx)
- ☐ Highly suggestive of malignancy
- ☐ Assessment Incomplete, need additional imaging
- ☐ Film comparison required
- ☐ Unsatisfactory
- ☐ Result Pending
- ☐ Result unknown, presumed abnormal, non-program funded

Appointment date: ____/___/_____

Date performed: ____/___/_____

Referral Date: ____/___/_____

Date results received: ___/___/_____

Date patient notified of results: ___/___/_____

Location (Provider) _____

Paid by CDC Funds: ☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: # _____ months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI
- ☐ Film Comparison Required

Mammogram Recall Date: ____/___/_____ (mm / dd / yyyy)

Recall Reason _____

Work Up Planned: ☐ **Not Planned** ☐ **Planned** ☐ **Not Yet Determined**

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:** _____

BREAST CANCER DIAGNOSTIC AND TREATMENT INFORMATION:

☐ Additional Mammographic Views

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Mammogram Type: ☐ Conventional ☐ Digital

Results:

- ☐ Negative
- ☐ Benign finding
- ☐ Probably benign
- ☐ Suspicious abnormality (consider Bx)
- ☐ Highly suggestive of malignancy
- ☐ Assessment is incomplete, need additional imaging
- ☐ Film comparison required
- ☐ Result Pending
- ☐ Result unknown, presumed abnormal, non-program funded
- ☐ Unsatisfactory

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Film Comparison
- ☐ Fine needle aspiration
- ☐ Biopsy
- ☐ CBE by non-surgeon consult
- ☐ MRI

☐ Film Comparison

USE ONLY WHEN FILM COMPARISON IS DONE TO COMPLETE AN EVALUATION; NOT FOR ROUTINE FILM COMPARISONS.

Results:

- ☐ Negative
- ☐ Benign finding
- ☐ Probably benign
- ☐ Suspicious for malignancy (consider Bx)
- ☐ Highly suggestive of malignancy
- ☐ Assessment incomplete, need additional imaging
- ☐ Result Pending
- ☐ Unsatisfactory
- ☐ Not done - other/unknown reason

Date of comparison _____/___/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider) _____

FUNDING SOURCE FOR FILM COMPARISON MUST BE THE SAME AS THE MAMMOGRAM FUNDING SOURCE

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ CBE by non-surgeon consult
- ☐ MRI

☐ Ultrasound

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative
- ☐ Benign finding
- ☐ Probably benign
- ☐ Suspicious for malignancy (consider Bx)
- ☐ Highly suggestive of malignancy
- ☐ Assessment incomplete, need additional imaging
- ☐ Known biopsy-proven malignancy
- ☐ Refused
- ☐ Not done - other/unknown reason
- ☐ Unknown

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ CBE by non-surgeon consult
- ☐ MRI

CaST ID:_____ LAST NAME:_____ FIRST NAME: _____

BREAST CANCER DIAGNOSTIC AND TREATMENT INFORMATION:

☐ MRI

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative
- ☐ Benign finding
- ☐ Probably benign
- ☐ Suspicious for malignancy (consider Bx)
- ☐ Highly suggestive of malignancy
- ☐ Assessment incomplete, need additional imaging
- ☐ Known biopsy-proven malignancy
- ☐ Refused
- ☐ Not done - other/unknown reason

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ___/___/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ ~~CDC Funded~~
- ☐ ~~State Funded~~
- ☐ ~~Blended CDC/State~~
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

☐ Surgical Consultation

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ No intervention at this time - routine FU
- ☐ Short term FU
- ☐ Biopsy/FNA recommended
- ☐ Ultrasound recommended
- ☐ Surgery or treatment recommended
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ___/___/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

☐ Consultant-Repeat CBE

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Normal exam
- ☐ Benign finding
- ☐ Bloody/serous nipple discharge
- ☐ Discrete palp mass - Suspicious for Ca
- ☐ Nipple/areolar scaliness
- ☐ Skin dimpling/retraction
- ☐ Unknown
- ☐ Refused
- ☐ Not done - oth/unk reason

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ___/___/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

CaST ID:_____ LAST NAME:_____ FIRST NAME:_____

BREAST CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):

☐ Fine Needle Aspiration (FNA)

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Not Suspicious for Cancer
- ☐ No fluid/tissue obtained
- ☐ Suspicious for cancer
- ☐ Unknown
- ☐ Refused
- ☐ Not done - oth/unk reason

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

☐ Biopsy/Lumpectomy

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Normal breast tissue
- ☐ Other benign changes
- ☐ Hyperplasia
- ☐ Atypical ductal hyperplasia (ADH)
- ☐ Lobular CIS
- ☐ Ductal CIS
- ☐ Invasive breast ca
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date _____/___/_____

Date performed _____/___/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider)_____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ☐ State Funded
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

CaST ID:_____ LAST NAME:_____ FIRST NAME_____

BREAST CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):
Other Diagnostic Tests Not Listed

Procedure: _____

CPT code: _____

CPT code 2: _____

CPT code 3: _____

CPT code 4: _____

CPT code 5: _____

CPT code 6: _____

CPT code 7: _____

CPT code 8: _____

CPT code 9: _____

Results: _____

Appointment date _____/____/_____

Date performed _____/____/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider) _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ ~~CDC Funded~~
- ☐ ~~State Funded~~
- ☐ ~~Blended CDC/State~~
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ **Expanded Services (F667)**
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

Procedure: _____

CPT code: _____

CPT code 2: _____

CPT code 3: _____

CPT code 4: _____

CPT code 5: _____

CPT code 6: _____

CPT code 7: _____

CPT code 8: _____

CPT code 9: _____

Results: _____

Appointment date _____/____/_____

Date performed _____/____/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider)_____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ ~~CDC Funded~~
- ☐ ~~State Funded~~
- ☐ ~~Blended CDC/State~~
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ **Expanded Services (F667)**
- ☐ Unknown

Follow Up Recommended:

- ☐ Follow routine screening
- ☐ Additional Mammographic views
- ☐ Surgical consult
- ☐ Ultrasound
- ☐ Short-term Follow-up mammogram: #_____ of months
- ☐ Fine needle aspiration (FNA)
- ☐ Biopsy
- ☐ Repeat Mammography Immediately
- ☐ CBE by non-surgeon consult
- ☐ MRI

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME**_____

BREAST CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):

EXPANDED SERVICES PROVIDED: ☐

FINAL IMAGING OUTCOME:

- ☐ Negative
- ☐ Benign finding
- ☐ Probably benign
- ☐ Suspicious for malignancy (consider Bx)
- ☐ Highly suggestive of malignancy
- ☐ Unsatisfactory
- ☐ Additional Imaging Pending
- ☐ No Additional Breast Imaging Performe

Final imaging date: ____/____/_____

Date results received ___/___/_____

Date pt notified of results ____/____/_____

Location (provider) _____

HAS CLIENT SEEN A SURGEON? ☐ **YES** ☐ **NO**

FINAL DIAGNOSIS STATUS:

- ☐ Complete
- ☐ Deceased
- ☐ Lost to follow-up
- ☐ Pending
- ☐ Refused
- ☐ Irreconcilable/Incomplete

TUMOR STAGE (Invasive Cancer Only):

- ☐ AJCC Stage I
- ☐ AJCC Stage II
- ☐ AJCC Stage III
- ☐ AJCC Stage IV
- ☐ Unstaged
- ☐ Unknown

FINAL DIAGNOSIS :

- ☐ Breast Cancer not diagnosed
- ☐ Ductal Carcinoma In Situ (DCIS) - Stage 0
- ☐ Lobular Carcinoma In Situ (LCIS) - Stage 0
- ☐ Invasive Breast Cancer
- ☐ Recurrent Breast Cancer

Date of Final Diagnosis: _____ /_____ /_____
mm / dd / yyyy

TUMOR SIZE: (Invasive Cancer Only):

____ . ___ **CM**

BREAST CANCER TREATMENT STATUS:

- ☐ Treatment Started
- ☐ Pending/Unknown
- ☐ Not indicated/Not Needed
- ☐ Refused by Client
- ☐ Lost to follow-up
- ☐ Client Deceased
- ☐ Financial Problems
- ☐ Transportation Problems
- ☐ Other Problems: _____

Date of Treatment Disposition: _____ /_____ /_____ (mm / dd / yyyy)

Treatment Funding Source:

- ☐ WBCCHP
- ☐ Dx & Tx
- ☐ MHIP
- ☐ Md Cancer Fund
- ☐ Med Assistance
- ☐ Other

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME**_____

CERVICAL CANCER SCREENING INFORMATION:

CERVICAL CYCLE #:_____ **LOCATION (PROVIDER):** _____

HAS CLIENT HAD A PREVIOUS PAP TEST? ☐ Yes ☐ No ☐ Unknown

IF YES: IS PREVIOUS PAP TEST DOCUMENTED: ☐ Yes ☐ No ☐ Unknown

DATE OF PREVIOUS PAP TEST: _____/_____ / _____ (mm/dd/yyyy)

RESULTS OF PREVIOUS PAP TEST: ☐ Normal ☐ Abnormal ☐ Unavailable

☐ Pap Test

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Indication for Pap Test:

- ☐ Routine Pap test
- ☐ Patient under surveillance for previous abnormal test
- ☐ Diagnostic Referral
- ☐ Unknown
- ☐ Pap test not done; HPV only or proceeded directly to Dx:

→ **Indication Reason for Pap Test Not Done:**

- ☐ Not Needed
- ☐ Needed but not Performed
- ☐ Not Done – other/unk reason
- ☐ Refused
- ☐ Done recently elsewhere, non-funded

Pap Results:

- ☐ Negative for intraepithelial lesion
- ☐ ASC-US
- ☐ ASC-H
- ☐ Low grade SIL/HPV
- ☐ High grade SIL
- ☐ Squamous cell carcinoma
- ☐ AGC (Atypical Glandular Cells)
- ☐ AIS (Endocervical Adenocarcinoma in situ)
- ☐ Adenocarcinoma
- ☐ Other _____
- ☐ Result pending
- ☐ Result unknown, presumed abnormal, non-program funded

Appointment date: _____/ /_____

Date performed: _____/ /_____

Referral date: _____/ /_____

Date results received: ___/ /_____

Date patient notified of results: ___/ /_____

Location (provider): _____

Specimen Type:

- ☐ Conventional smear
- ☐ Liquid Based
- ☐ Other
- ☐ Unknown

Specimen Adequacy:

- ☐ Satisfactory
- ☐ Unsatisfactory
- ☐ Unknown

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Repeat Pap test immediately

Work Up Planned:

- ☐ Not Planned
- ☐ Planned
- ☐ Not Yet Determined

Pap Recall Date:

_____ /____ /_____

mm / dd / yyyy

Recall Reason:

_____

_____

☐ HPV Test

CPT code: _____

CPT code 2: _____

CPT code 3:_____

Results:

- ☐ Negative for high risk HPV types
- ☐ Positive for high-risk HPV types
- ☐ HPV Test done, result unknown

Appointment date: _____/ /_____

Date performed: _____/ /_____

Date results received: ___/ /_____

Date patient notified of results: _____/ /_____

Location (provider): _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

RECALL INFORMATION :

- ☐ Mailed reminder - Letter
- ☐ Mailed reminder – Postcard
- ☐ Other _____
- ☐ Personal visit
- ☐ Telephone reminder
- ☐ Wallet card reminder

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:**_____

CERVICAL CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):

☐ Colposcopy without Biopsy

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Infection/Inflam/Reactive Changes
- ☐ Other abnormality
- ☐ Refused
- ☐ Unknown
- ☐ Not done - other/unknown reason
- ☐ Unsatisfactory

Appointment date: _____/ /_____

Date performed: _____/ /_____

Date results received: ___/ /_____

Date pt notified of results:____/ /_____

Location (provider): _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
  ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up:
  #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

☐ Colposcopy with Biopsy

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other nonmalignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3/CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date: _____/ /_____

Date performed: _____/ /_____

Date results received: ___/ /_____

Date pt notified of results:____/ /_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
  ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up:
  #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

☐ Colposcopy with ECC

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other nonmalignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3/CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date: _____/ /_____

Date performed: _____/ /_____

Date results received: ___/ /_____

Date pt notified of results:____/ /_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
  ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up:
  #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:** _____

CERVICAL CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):

☐ LEEP

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other nonmalignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3 / CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date: ____/___/_____

Date performed: ____/___/_____

Date results received: ___/___/_____

Date pt notified of results: ___/___/_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

☐ Cold Knife Cone (CKC)

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other nonmalignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3 / CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date: ____/___/_____

Date performed: ____/___/_____

Date results received: ___/___/_____

Date pt notified of results: ___/___/_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

☐ Endocervical Curettage (ECC) Alone

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other nonmalignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3 / CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Unknown

Appointment date: ____/___/_____

Date performed: ____/___/_____

Date results received: ___/___/_____

Date pt notified of results: ___/___/_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:** _____

CERVICAL CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):

☐ Gynecologic Consultation

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Infection/Inflam/Reactive Changes
- ☐ Other abnormality
- ☐ Refused
- ☐ Unknown
- ☐ Not done - other/unknown reason
- ☐ Unsatisfactory

Appointment date: ____/__/____

Date performed : ____/__/____

Date results received : ___/__/____

Date pt notified of results: ___/___/____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

☐ Pelvic Ultrasound

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Abnormal - not suspicious for cancer
- ☐ Abnormal – suspicious for cancer
- ☐ Refused
- ☐ Not done - oth/unk reason
- ☐ Abnormal Pelvic
- ☐ Unknown

Appointment date: ____/__/____

Date performed : ____/__/____

Date results received : ___/__/____

Date pt notified of results: ___/___/____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:** _____

CERVICAL CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):

☐ **Hysterectomy**

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other non-malignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3 / CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - other/unknown reason
- ☐ Unknown

Appointment date: ____/___/_____

Date performed : ____/___/_____

Date results received : ___/___/____

Date pt notified of results: ___/___/_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy

☐ **Other Biopsy:** _____

CPT code: _____

CPT code 2: _____

CPT code 3: _____

Results:

- ☐ Negative (WNL)
- ☐ Other non-malignant abnormality (HPV, condyloma)
- ☐ CIN 1
- ☐ CIN 2
- ☐ CIN 3/CIS
- ☐ Invasive Carcinoma
- ☐ Adenocarcinoma
- ☐ No tissue present
- ☐ Refused
- ☐ Not done - other/unknown reason
- ☐ Unknown

Appointment date: ____/___/_____

Date performed : ____/___/_____

Date results received : ___/___/____

Date pt notified of results: ___/___/_____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ CDC Funded
- ~~State Funded~~
- ☐ Blended CDC/State
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ Expanded Services (F667)
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:** _____

CERVICAL CANCER DIAGNOSTIC AND TREATMENT INFORMATION (continued):
Other Diagnostic Tests Not Listed

Procedure: _____

CPT code: _____

CPT code 2: _____

CPT code 3: _____

CPT code 4: _____

CPT code 5: _____

CPT code 6: _____

CPT code 7: _____

CPT code 8: _____

CPT code 9: _____

Results: _____

Appointment date: ____/__/____

Date performed : ____/__/____

Date results received : ___/__/____

Date pt notified of results: ___/___/____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ ~~CDC Funded~~
- ☐ ~~State Funded~~
- ☐ ~~Blended CDC/State~~
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ **Expanded Services (F667)**
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

Procedure: _____

CPT code: _____

CPT code 2: _____

CPT code 3: _____

CPT code 4: _____

CPT code 5: _____

CPT code 6: _____

CPT code 7: _____

CPT code 8: _____

CPT code 9: _____

Results: _____

Appointment date: ____/__/____

Date performed : ____/__/____

Date results received : ___/__/____

Date pt notified of results: ___/___/____

Location (provider) : _____

Paid by CDC Funds:

☐ Yes ☐ No ☐ Unknown

Funding Source:

- ☐ ~~CDC Funded~~
- ☐ ~~State Funded~~
- ☐ ~~Blended CDC/State~~
- ☐ Cigarette Restitution Fund (CRF)
- ☐ Diagnosis and Treatment
- ☐ Komen
- ☐ Non-Program Funded
- ☐ Maryland Cancer Fund
- ☐ WBCCHP
- ☐ **Expanded Services (F667)**
- ☐ Unknown

Follow Up Recommended:

- ☐ Pap in 1 year
- ☐ Pap in 2 years
- ☐ Pap in 3 years
- ☐ HPV Test
- ☐ Colposcopy with Bx
- ☐ Colposcopy w/ ECC
- ☐ Colposcopy without Bx
- ☐ Cold Knife Cone (CKC)
- ☐ ECC Alone
- ☐ Gynecologic consultation
- ☐ LEEP
- ☐ Short-term follow up: #_____ of months
- ☐ Pelvic Ultrasound
- ☐ Other biopsy
- ☐ Hysterectomy

CaST ID:_____ **LAST NAME:**_____ **FIRST NAME:** _____

CERVICAL CANCER DIAGNOSTIC AND TREATMENT INFORMATION:

EXPANDED SERVICES PROVIDED: ☐

Status of Final Diagnosis:

- ☐ Complete
- ☐ Deceased
- ☐ Lost to follow-up
- ☐ Pending
- ☐ Refused
- ☐ Irreconcilable/Incomplete

Final Diagnosis:

- ☐ Normal/Benign reaction/inflammation
- ☐ HPV/Condylomata/Atypia
- ☐ CIN 1/mild dysplasia (biopsy diagnosed)
- ☐ CIN 2/moderate dysplasia (biopsy diagnosed)
- ☐ CIN 3/severe dysplasia/CIS (Stage 0) (biopsy diagnosed)
- ☐ Invasive Cervical Carcinoma (biopsy diagnosed)
- ☐ Low Grade SIL (biopsy diagnosed)
- ☐ High Grade SIL (biopsy diagnosed)
- ☐ Other: _____

Date of Final Diagnosis: _____ /_____ /_____
mm / dd / yyyy

Tumor Stage (Invasive Cancer Only):

- ☐ Stage I
- ☐ Stage II
- ☐ Stage III
- ☐ Stage IV
- ☐ Unknown
- ☐ Unstaged

Cervical Cancer Treatment Status:

- ☐ Treatment Started
- ☐ Pending/Unknown
- ☐ Not indicated/Not needed
- ☐ Refused by client
- ☐ Lost to follow-up
- ☐ Client deceased
- ☐ Financial problems
- ☐ Transportation problems
- ☐ Other problems _____

Date of Treatment Disposition: _____ /_____ /_____
mm / dd / yyyy

Treatment Funding Source:

- ☐ WBCCHP
- ☐ Dx & Tx
- ☐ MHIP
- ☐ Md Cancer Fund
- ☐ Med Assistance
- ☐ Other

CaST ID: _____ **LAST NAME:** _____ **FIRST NAME:** _____

ATTACHMENT L – BCCP CONSENT FORM

Breast and Cervical Cancer Program Consent Form

Consent for the _____:

- **To get my medical information,**
- **To release medical record information, and**
- **To help access Breast and Cervical Cancer screening services.**

_____ _____

Name **SSN or ID #**

The Maryland Department of Health and Mental Hygiene (DHMH) gives funds for the Breast and Cervical Cancer Program to the _____ Health Department. Most of the funds for this program are provided by the Centers for Disease Control and Prevention (CDC) to DHMH**. You must read, sign and date this form if you want the _____ Health Department to pay for your breast and cervical cancer screening services.**

I authorize doctors and other medical providers (including , laboratories and radiology facilities) to give the results of my examination(s), laboratory test(s), mammograms and sonograms, surgical consultations, biopsy(ies), cancer size and stage, treatment recommendations (if applicable), and/or operations related to breast and/or cervical cancer screening, diagnosis, and treatment to the _____ Health Department. I further authorize doctors and other medical providers to give to the _____ Health Department information from my medical history about past cancer screenings, diagnoses, and results. I also authorize the _____ Health Department to share my information with the DHMH, and for DHMH to share my information without any identifiers to CDC.

I agree that staff from the _____ Health Department can assist in helping me get follow-up diagnostic work-up or treatment services, if needed, to make sure that I receive the health care I need in a timely manner.

Except for the release of information that I have authorized in this consent form, all information given to the _____ Health Department, to DHMH and to CDC will be kept confidential as allowed or required by Maryland or Federal law, including the Health Insurance Portability and Accountability Act, HIPAA, 42 U.S.C. § 1320d et seq, and regulations promulgated thereunder. My medical information lets the _____ Health Department and DHMH make sure I get the right cancer screening, diagnosis, and treatment services. Also, it will let _____ Health Department check on the services I get.

I also permit the _____ Health Department to give my records from the Breast and Cervical Cancer Program to my private doctor, or to another doctor or medical provider if needed for my screening or medical care, or to give them to another health department in Maryland if I move and ask for services in another place.

I know that I can ask for a copy of my medical results at any time. I know that this consent will be in effect for one year from the date I sign it. I can take back the consent at any time by writing to the _____ Health Department. I know that the information provided under this consent will be kept in a file for at least 10 years from my last date of service, for the uses described in this consent.

_____ _____

Signature Date

Provider Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have awarded funds to the State of Maryland Department of Health and Mental Hygiene for the purpose of early detection and diagnosis of breast and cervical cancer for low-income women in the State, and

Whereas the Department of Health and Mental Hygiene has awarded funds to the local health department in each jurisdiction in the state to coordinate the provision of clinical services, outreach, and follow-up services for the purpose of early detection and diagnosis of breast and cervical cancer for low income women in the State, and

Whereas local health departments may provide for some breast and cervical cancer services by utilizing funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland), and

Whereas it is necessary for each local department to contract with local providers to provide clinical services, and

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have mandated certain standardized requirements.

Now, therefore, the local health department and medical provider, as specified below, agree as follows:

This agreement, entered into on _____, by and between the Local Health Department, hereinafter called the "LHD," and the _____(provider), hereinafter called the "Contractor," shall commence on _____ and shall terminate on _____ and shall be subject to renewal(s) or extension(s) up to four (4) times by both parties on an annual basis, unless terminated earlier as provided herein. This agreement shall be for the purpose of providing breast and cervical cancer screening services and breast and cervical cancer diagnostic services only to patients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Clinical Services and Reporting

A. Provide one or more of the following breast and cervical cancer screening clinical services at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, to clients referred by the LHD:

- Pap test
- Complete pelvic examination
- Screening mammogram
- Clinical breast exam

B. Provide a Pap test and pelvic exam only for women with an intact cervix or for women who have had a hysterectomy for cervical neoplasia, although if it is the woman's first visit, a pelvic exam may be performed to determine if she has an intact cervix, and this visit will be reimbursed by the LHD. Collect a specimen that can be used for a HPV test, high-risk panel, if a woman has a Pap test result of ASCUS. Provide a Pap test only once every three years to women who have had three consecutive Pap tests with a result of negative.

C. Provide to clients referred by the LHD the following breast and cervical cancer diagnostic services at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates. Services include, but are not limited to:

- Breast cancer diagnostic procedures:
  - Cyst aspiration
  - Diagnostic ultrasound
  - Incisional, excisional, or other breast biopsy
  - Needle biopsy
  - Needle localization
- Cervical cancer or precancerous cervical lesion diagnostic procedures:
  - Colposcopy directed cervical or vaginal biopsy, or both
  - Colposcopy
  - Conization
  - Endocervical curettage
  - Endometrial biopsy if the patient has taken Tamoxifen for the treatment of breast cancer or has had cervical cancer documented, or has a Pap test result of atypical glandular cells
  - Loop Electrosurgical Excision ***Procedure (LEEP)***

D. Send the completed medical report (results) of the services provided for the patient to the LHD by the time frame specified in Part I., Sections J and K, in order to receive payment.

E. Follow the most recent version of the Minimal Clinical Elements (Attached) developed by the Medical Advisory Committee of the Maryland Cancer Consortium as the standard for care for women screened and diagnosed through the Breast and Cervical Cancer Screening Program (BCCP).

F. Explain the contracted procedures to the patient and include the frequency of screening tests and need for additional diagnostic tests and treatment, if indicated.

G. Provide services during the times specified below: (normal business hours)

H. Utilize a laboratory that is licensed in Maryland, that passed the Cytology Proficiency Testing Program of the State of Maryland, and that is in compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988.

I. See patients referred by the LHD for breast and cervical cancer screening and diagnostic services within a time frame that should not be more than 8 weeks for screening mammograms, 6 weeks for other screening services, and 4 weeks for diagnostic services from the date of referral.

J. Report abnormal findings from the physical examination, Pap test, pelvic exam, screening mammogram, clinical breast examination, and all diagnostic tests to LHD's Contract Monitor or _____ by mail or fax within one week of the exam.

K. Send by mail the results of the findings from the physical examination, clinical breast exam, Pap test (if not being sent to the LHD directly by the laboratory), the pelvic exam, and any diagnostic tests for patients referred to the Contractor by the LHD to the LHD's Contract Monitor or _____ within no more than 4 weeks after having seen the patient, using the format provided by the LHD.

L. Repeat within a 4-6 month time frame Pap tests where the specimen was found to be "Unsatisfactory for Evaluation."

M. Perform one of the following procedures for the collection of the Pap test: (1) slides, cervical or vaginal; manual screening, or (2) cervical or vaginal, collected in preservative fluid, automated thin layer preparation, manual screening.

N. Report the stage and size of breast or cervical tumor(s) to the LHD Contract Monitor or _____ by mail, telephone, email, or fax within _____ weeks after having seen the patient, using the format provided by the LHD.

Qualifications and Insurance

O. Have clinical services, and diagnostic procedures performed by an OB/GYN, Family Practitioner, Internist, General Practitioner, Radiologist, General Surgeon, nurse practitioner, or physician assistant who has received specialized medical training to perform these procedures.

P. Provide a copy of each individual's current Maryland medical license and a copy of his/her specialty board certification, if applicable, for each physician performing services under this contract to the LHD Contract Monitor along with this signed contract.

Q. For mammography and other radiological procedures, provide documentation of current mammography accreditation by the American College of Radiology (ACR), or documentation of having submitted a completed application for ACR accreditation by the start of this contract. Accreditation must be granted within six months of the start of this contract.

R. Obtain and maintain appropriate insurance coverage for services rendered under this contract, and provide documentation of current liability insurance to the LHD Contract Monitor along with this signed contract.

S. Adhere to the provisions of COMAR 10.27.07, Practice of the Nurse Practitioner, and provide a copy of each individual's current Maryland nursing license and a copy of his/her area of certification, for each nurse practitioner performing services under this contract to the LHD Contract Monitor along with this signed contract.

T. Adhere to the provisions of COMAR 10.32.03, Delegation of Duties by a Licensed Physician- Physician Assistant, and provide a copy of each individual's current Maryland certification for each physician assistant performing services under this contract to the LHD Contract Monitor along with this signed contract.

Billing

U. Obtain payment for the above listed services by billing the LHD at the following address:

_____.

V. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

W. Submit all claims for reimbursement for claims under this Contract to all insurance providers that provide insurance coverage for the patient before such claims are submitted to the LHD for payment.

X. Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the patient.

Y. Submit a bill for the reimbursable medical procedure performed or service provided within 9 months of the date of service(s).

Z. Provide one or more of the clinical services listed in Part I, Sections A and C, above, at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD due to changes in reimbursement rates.

AA. Not bill a patient for any charge for the performance of clinical services listed in Part I, Sections A and C, above.

BB. Not bill the LHD for any service other than the performance of clinical services listed in Part I, Sections A and C, above, and LHD-approved procedures or physician office visits.

CC. Not provide services under this contract to women enrolled in Medicare Part B.

DD. Bill the patient for any medical procedures not related to breast and cervical cancer screening, diagnosis, or treatment.

4. Accept reimbursement for screening **services or procedures and physicians visits associated with screening under this contract, at no more than the Medicare rate, as specified on the attached reimbursement schedule, and accept reimbursement for** diagnostic and treatment **services or procedures and physician office visits at no more than the Medicaid rate fee, as specified on the attached or substituted reimbursement schedule.**

Other

FF. Not be 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 not become in arrears during the term of this Contract.

GG. (1) Not 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; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

HH. Comply with the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. §§1320a-7(c)(a)(5), and 1320d-2 and 1320d-4 and

45 CFR Parts 160 and 164, ("HIPAA") and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, ("Health General") §4-301 et seq.) as they apply to the contractor's operations pursuant to this agreement.

Part II. The LHD agrees to:

Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, only for one or more of the clinical services listed in Part I, Sections A and C.

Part III. The Contractor and the LHD agree that:

A. Funds provided to the LHD under this Contract are funds of last resort.

B. Payment for services will not occur until the completed medical report for all screening and diagnostic services provided for the patient is received by the LHD.

C. Bills submitted after 9 months from the date of service will not be reimbursed.

D. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act unless the contractor is a state employee and duly covered by the Maryland Tort Claims Act.

E. Reimbursement will <u>only</u> occur for cytopathology, cervical or vaginal (the Bethesda System) for the Pap test using one of the following procedures: (1) slides, manual screening, or (2) collected in preservative fluid, automated thin layer preparation, manual screening. No other Pap test methods will be reimbursed through this contract.

F. The LHD is not a "business associate" of the contractor under HIPAA.

G. 1. The activities covered by this agreement constitute treatment, payment**,** or health care operations as defined in HIPAA regulations at 45 CFR §164.501;

2. The LHD is a public health authority (defined in 45 CFR §164.501) and as authorized by Health-General §§20-116, 18-101 and 18-104, and is seeking to collect or receive information under this agreement for the purpose of preventing or controlling disease, injury, or disability and for the purpose of conducting public health surveillance, investigations, and interventions; and, further,

3. The LHD is engaged in health oversight activities (as defined in 45 CFR §164.501) required by Health-General §§18-104 and 20-116 to oversee this government program. It is therefore agreed that the information required to be provided in Part I Sections D, J, and K above (medical) and Part I Sections D, W, and X above (billing) may be provided pursuant to HIPAA regulations at 45 CFR

§§164.502(a), 164.506, and 164.512(b) and (d), without prior express authorization from the patient or the patient's representative.

H. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

I. The Contract Monitor for the Contractor is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD's Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements for the contract or if there are any questions regarding the interpretation of the provisions of the contract.

J. This contract may be terminated by either the Contractor or the LHD by giving 14-calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the Contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

K. This contract is funded in part with Federal Funds from the Centers for Disease Control and Prevention.

All recipients of Federal funds are prohibited from using federal funds for Federal lobbying. In addition, if the Contractor receives $100,000 or more in Federal monies, the Contractor must disclose any Federal
lobbying which is done with non-federal funds using Standard Form LLL. This form, if appropriate, is also hereby incorporated into this contract.

L. The following attached documents are incorporated into and hereby made a part of this contract:

1. The reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

2. The Minimal Clinical Elements

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

Radiology Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have awarded funds to the State of Maryland Department of Health and Mental Hygiene for the purpose of early detection of breast and cervical cancer for low-income women in the state, and

Whereas the Department of Health and Mental Hygiene has awarded funds to the local health department in each jurisdiction in the state to coordinate the provision of clinical services, outreach and follow-up services, and

Whereas local health departments may provide for some breast and cervical cancer services by utilizing funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland), and

Whereas it is necessary for each local department to contract with local providers to provide clinical services, and

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have mandated certain standardized requirements,

Now, therefore, the local health department and medical provider, as specified below, agree as follows:

This agreement, entered into on _____ by and between the _____ Local Health Department, hereinafter called the "LHD", and the _____ (provider), hereinafter called the "Contractor," shall commence on _____ and shall terminate on _____ and shall be subject to renewal(s) or extension(s) up to four (4) times by both parties on an annual basis, unless terminated earlier as provided herein. This agreement shall be for the purpose of providing mammography, breast ultrasound, and other breast cancer diagnostic services only to clients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Radiology Services and Reporting

A. Provide at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, one or more of the following procedures, but not limited to:

- Screening mammography
- Diagnostic mammography
- Ultrasound-echography of the breast either unilateral or bilateral
- Diagnostic ultrasound
- Stereotactic biopsy
- Cyst aspiration
- Needle biopsy
- Needle localization
- Incisional, excisional, or other breast biopsy
- Magnetic resonance imaging (MRI), breast, without and/or with contrast materials

The fee includes both the radiologist's fee and the cost for taking the mammogram or breast ultrasound. Screening mammography shall be defined as 2 views/breast in asymptomatic women. Diagnostic mammography shall be indicated for women who are referred by the clinician because of abnormal findings on clinical breast exam or for women found to have abnormal screening mammograms.

B. Send the completed medical report (results) of the mammogram, and/or breast ultrasound, or other breast procedures for the patient to the LHD in the format specified in Part I., Section F, and by the time frame specified in Part I., Section G, in order to receive payment.

C. Provide services on the times specified below: (normal business hours)

D. Follow the Minimal Clinical Elements (Attached) developed by the Medical Advisory Committee of the Maryland Cancer Consortium as the standard of care for women screened through the Breast and Cervical Cancer Screening Program (BCCP).

E. See patients referred by the LHD for a screening mammogram within a time frame that should not be more that 8 weeks from the date of referral, and perform diagnostic mammography on patients referred by the LHD with symptoms or on patients referred by the LHD whose screening mammograms indicate the need for further evaluation within a time frame that should not be more than 2 weeks from the date of referral.

F. Report the mammography results of patients referred to the Contractor by the LHD to both the patient's primary care provider and to the LHD's Contract Monitor or _____ using the reporting lexicon recommended by the American College of Radiology and using the reporting format provided by the LHD.

G. Perform follow-up of patients screened as follows:

- Send to the patient's primary care provider and to the LHD's Contract Monitor or _____ written reports by mail of mammograms that are "Negative," "Benign," or "Probably Benign" within two (2) weeks of performing the mammogram.

- Notify the patient's primary care provider and the LHD's Contract Monitor or _____ of the results by phone or fax within 3 days and send the written report by mail within 1 week of the date the mammogram was performed for screening or diagnostic mammograms that indicate the need for further evaluation "Assessment Incomplete" or that have a result of "Suspicious Abnormality" or "Highly Suggestive of Malignancy."

- Send to the patient's primary care provider and to the LHD's Contract Monitor or _____ written reports by mail of breast ultrasounds or other breast procedures that do not require further evaluation within two (2) weeks of performing the ultrasound of the breast.

- Notify the patient's primary care provider and the LHD's Contract Monitor or _____ of the breast ultrasound results or other breast procedures by phone or fax within 3 days and send the written report by mail within 1 week, for a result that indicates the need for further evaluation.

Qualifications and Insurance

H. Provide documentation of current mammography accreditation by the American College of Radiology (ACR), or documentation of having submitted a completed application for ACR accreditation by the start of this contract. Accreditation must be granted within six months of the start of this contract.

I. Provide documentation of being certified by the Federal Food and Drug Administration to provide screening mammography services.

J. Provide a copy of each individual's current Maryland medical license and a copy of his/her specialty board certification, if applicable, for each physician performing services under this contract to the LHD Contract Monitor along with this signed contract.

K. Obtain and maintain appropriate insurance coverage for services rendered under this contract, and provide documentation of current liability insurance to the LHD Contract Monitor along with this signed contract.

Billing

L. Obtain payment for the above listed services by billing the LHD at the following address:

M. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

N. Submit all claims for reimbursement for claims under this Contract to all insurance providers that provide insurance coverage for the client before such claims are submitted to the LHD for payment.

O. Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the client.

P. Submit a bill for the reimbursable medical procedure performed or service provided within 9 months of the date of service(s).

Q. Not bill a patient for any charge for the performance of a screening mammogram, a diagnostic mammogram, or any of the services listed in Part I, Section A.

R. Not bill the LHD for any radiologic service other than the performance of a screening mammogram, a diagnostic mammogram, or any of the services listed in Part I, Section A.

S. Not use federal funds to reimburse for services provided to women enrolled in Medicare Part B.

T. Accept reimbursement for screening services or procedures and physicians visits associated with screening under this contract, at no more than the **Medicare rate**, as specified on the attached reimbursement schedule and accept reimbursement for diagnostic and treatment services or procedures and physician office visits and accept reimbursement for diagnostic and treatment services or procedures and physician office visits at no more than the **Medicaid rate** fee, as specified on the attached or substituted reimbursement schedule.

ther

U. Not be 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 not become in arrears during the term of this Contract.

V. (1) Not 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; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

W. Comply with the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. §§1320a-7(c)(a)(5), and 1320d-2 and 1320d-4 and 45 CFR Parts 160 and 164, ("HIPAA") and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, ("Health General") §4-301 et seq.) as they apply to the contractor's operations pursuant to this agreement. pursuant to this agreement.

Part II. The LHD agrees to:

Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, only for mammography, breast ultrasound, and other breast diagnostic services.

Part III. The Contractor and the LHD agree that:

A. Funds provided to the LHD under this Contract are funds of last resort.

B. Payment for services will not occur until the completed medical report of the mammogram and/or other breast procedures for the patient is received by the LHD.

C. Bills submitted after 9 months from the date of service will not be reimbursed.

D. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act.

E. The LHD is not a "business associate" of the contractor under HIPAA.

F. 1. The activities covered by this agreement constitute treatment, payment, or health care operations as defined in HIPAA regulations at 45 CFR §164.501;

2. The LHD is a public health authority (defined in 45 CFR §164.501) and as authorized by Health-General §§20-116, 18-101 and 18-104, and is seeking to collect or receive information under this agreement for the purpose of preventing or controlling disease, injury, or disability and for the purpose of conducting public health surveillance, investigations, and interventions; and, further,

3. The LHD is engaged in health oversight activities (as defined in 45 CFR §164.501) required by Health-General §§18-104 and 20-116 to oversee this government program. It is therefore agreed that the information required to be provided in Part I Sections B, F, and G above (medical) and Part I Sections B, N, and O above (billing) may be provided pursuant to HIPAA regulations at 45 CFR §§164.502(a), 164.506, and 164.512(b) and (d), without prior express authorization from the patient or the patient's representative.

G. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

H. The Contract Monitor for the Contractor is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD's Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements of the contract or if there are any questions regarding the interpretation of the provisions of the contract.

I. This contract may be terminated by either the Contractor or the LHD by giving 14 calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the Contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

J. This contract is funded in part with federal funds from the Centers for Disease Control and Prevention.

All recipients of Federal funds are prohibited from using federal funds for Federal lobbying. In addition, if the Contractor receives $100,000 or more in Federal monies, the Contractor must disclose any Federal lobbying which is done with non-federal fund using Standard Form LLL. This form, if appropriate, is also hereby incorporated into this contract.

K. The following attached documents are incorporated into and hereby made a part of this contract:

1. The reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

2. The Minimal Clinical Elements

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

Laboratory Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have awarded funds to the State of Maryland Department of Health and Mental Hygiene for the purpose of early detection of breast and cervical cancer for low-income women in the state, and

Whereas the Department of Health and Mental Hygiene has awarded funds to the local health department in each jurisdiction in the state to coordinate the provision of clinical services, outreach and follow-up services, and

Whereas local health departments may provide for some breast and cervical cancer services by utilizing funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland), and

Whereas it is necessary for each local department to contract with laboratories to provide clinical, cytology, and pathology laboratory services, and

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland has mandated certain standardized requirements,

Now, therefore, the local health department and laboratory, as specified below, agree as follows:

This agreement, entered into on _____ by and between the _____Local Health Department, hereinafter called the "LHD," and the (laboratory), hereinafter called the "Contractor," shall commence on _____and shall terminate on _____ and shall be subject to renewal(s) or extension(s) up to four (4) times by both parties on an annual basis, unless terminated earlier as provided herein. This agreement shall be for the purpose of providing laboratory services to interpret the results of a Pap test, to interpret the results of a cervical biopsy, and to interpret results of a breast biopsy only to clients served by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Laboratory Services and Reporting

A. Receive, interpret and notify the LHD of the results of Pap tests at a cost not to exceed the fee on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

This fee includes both the cytotechnologist's and cytopathologist's fee, the costs for picking up the Pap test, interpreting the Pap test, and the cost of reporting the result of the Pap test to the LHD.

B. Receive, interpret, and notify the LHD of the results of the Human Papillomavirus (HPV) test, amplified probe technique (high-risk panel), when requested at a cost not to exceed the fee on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

This fee includes both the pathologist's fee, the cost of picking up, preparing, and interpreting the specimen, and the cost of reporting the result of the HPV test to the LHD.

C. Receive, interpret and notify the LHD of the results of cervical biopsies at a cost of $_____ per biopsy specimen.

This fee includes both the pathologist's fee and the cost of picking up, preparing and interpreting the biopsy specimen, and the cost of reporting the result of the biopsy to the LHD.

D. Receive, interpret, and notify the LHD of the results of breast biopsies when requested at a cost not to exceed the fee on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates. This fee includes both the pathologist's fee, the cost of picking up, preparing, and interpreting the specimen, and the cost of reporting the result of the breast biopsy to the LHD.

E. Send the completed laboratory report (results) of the Pap test, cervical biopsy, or breast biopsy for the patient to the LHD in the format specified and by the time frame specified in Part I. H., in order to receive payment.

F. Provide services on the times specified below:

G. Report the results of Pap tests sent to the Contractor by the LHD to the LHD's Contract Monitor using the standardized terminology known as the Bethesda System and indicate the presence or absence of endocervical cells on the lab report.

H. Send patient results as follows:

- For Pap tests or cervical biopsies that are "within Normal Limits," or which show "Benign Cellular Changes," or "Atypical Squamous Cells of Undetermined Significance," for HPV results that are "negative for high-risk type," the Contractor shall send a written report by mail, within not more than 2 weeks from the receipt of the specimen, to the patient's primary care provider and the LHD's Contract Monitor or _____.

- For Pap tests or cervical biopsies that show "Low-Grade SIL," "High-Grade SIL," "Squamous Cell Carcinoma," "Adenocarcinoma" or other malignant neoplasms, and for HPV results that are "positive for high-risk type," the Contractor shall notify the patient's primary care provider and the LHD's Contract Monitor or _____ of the results by phone or fax within 10 working days of receiving the specimen and shall send the written report by mail at the same time.

- For breast biopsies, report all findings from the pathology lab or other lab results to the LHD or _____ by [mail, telephone, fax] within 10 working days of receiving the specimen and send written report by mail at the same time.

Qualifications and Insurance

I. Provide documentation of having passed the Cytology Proficiency Testing Program of the State of Maryland within the required time period to the LHD Contract Monitor along with this signed contract.

J. Provide documentation for both the Contractor and each of its pathologists of coverage for general malpractice insurance or in the alternative, provide documentation of self-insurance by providing the LHD Contract Monitor with a copy of the insurance binder which shall indicate the period of coverage along with this signed contract.

K. Provide documentation of being in compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988 by submitting its CLIA I.D. number along with this signed contract.

Billing

L. Obtain payment for the above listed services by billing the LHD at the following address:

_____

M. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

N. Submit all claims for reimbursement for claims under this Contract to all insurance providers that provide insurance coverage for the client before such claims are submitted to the LHD for payment.

O. Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the client.

P. Submit a bill for the reimbursable medical procedure performed or service provided within 9 months of the date of service(s).

Q. Not provide services to women enrolled in Medicare Part B.

R. Not bill a patient for any charge for the interpretation of a Pap test, HPV test, cervical biopsy, or breast biopsy.

S. Not bill the LHD for any service other than the interpretation of a Pap test, HPV test, cervical biopsy, or breast biopsy.

T. Bill the LHD for the cytopathology for the Pap test using one of the following procedures: (1) slides, cervical or vaginal (the Bethesda System); manual screening, or (2) cervical or vaginal (the Bethesda System), collected in preservative fluid, automated thin layer preparation, manual screening.

U. Bill the LHD for microbiology, human papillomavirus, amplified probe technique (high-risk panel).

V. Accept reimbursement for **screening** services or procedures and physicians visits associated with screening under this contract, at no more than the Medicare rate, as specified on the attached reimbursement schedule, and accept reimbursement for **diagnostic and treatment** services or procedures and physician office visits at no more than the Medicaid rate fee, as specified on the attached or substituted reimbursement schedule.

Other

W. Not be 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 not become in arrears during the term of this Contract.

X. (1) Not 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; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and
applicants for employment, notices setting forth the substance of this clause.

Y. Comply with the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. §§1320a-7(c)(a)(5), and 1320d-2 and 1320d-4 and 45 CFR Parts 160 and 164, ("HIPAA") and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, ("Health General") §4-301 et seq.) as they apply to the contractor's operations pursuant to this agreement.

Part II. The LHD agrees to:

Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in federal Medicare reimbursement rates, only to interpret a Pap test (cytopathology, cervical or vaginal [the Bethesda System]; slides or automated thin layer preparation, manual screening), to interpret cervical (and/or vaginal) biopsies, or to interpret a human papillomavirus test, amplified probe technique (high-risk panel) or to interpret breast biopsies.

Part III. The Contractor and the LHD agree that:

A. Funds provided to the LHD under this Contract are funds of last resort.

B. Payment for services will not occur until the completed laboratory report of the Pap test, HPV test, cervical biopsy, or breast biopsy for the patient is received by the LHD.

C. Bills submitted after 9 months from the date of service will not be reimbursed.

D. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act.

E. Reimbursement will only occur for cytopathology, cervical or vaginal (the Bethesda System) for the Pap test using one of the following procedures: (1) slides, manual screening, or (2) collected in preservative fluid, automated thin layer preparation, manual screening. No other Pap test methods will be reimbursed through this contract.

F. Reimbursement will only occur for microbiology, human papillomavirus, amplified probe technique (high-risk panel).

G. Reimbursement will only occur for breast or cervical biopsies.

H. The LHD is not a "business associate" of the contractor under HIPAA.

I. 1. The activities covered by this agreement constitute treatment, payment, or health care operations as defined in HIPAA regulations at 45 CFR §164.501;

2. The LHD is a public health authority (defined in 45 CFR §164.501) and as authorized by Health-General §§20-116, 18-101 and 18-104, and is seeking to collect or receive information under this agreement for the purpose of preventing or controlling disease, injury, or disability and for the purpose of conducting public health surveillance, investigations, and interventions; and, further,

3. The LHD is engaged in health oversight activities (as defined in 45 CFR §164.501) required by Health-General §§18-104 and 20-116 to oversee this government program. It is therefore agreed that the information required to be provided in Part I Sections E above (medical) and Part I Sections E, N, and O above (billing) may be provided pursuant to HIPAA regulations at 45 CFR §§164.502(a), 164.506, and 164.512(b) and (d), without prior express authorization from the patient or the patient's representative.

J. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

K. The Contract Monitor for the Contractor is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD's Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements of the contract or if there are any questions regarding the interpretation of the provisions of the contract.

L. This contract may be terminated by either the Contractor or the LHD by giving 14 calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the Contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

M. This contract is funded in part with Federal Funds from the Centers for Disease Control and Prevention.

All recipients of Federal funds are prohibited from using federal funds for Federal lobbying. In addition, if the Contractor receives $100,000 or more in Federal monies, the Contractor must disclose any Federal lobbying which is done with non-federal funds using Standard Form LLL. This form, if appropriate, is also hereby incorporated into this contract.

N. The following attached document is incorporated into and hereby made a part of this contract:

1. The reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

Hospital Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have awarded funds to the State of Maryland Department of Health and Mental Hygiene for the purpose of early detection and diagnosis of breast and cervical cancer for low-income women in the State, and

Whereas the DHMH has awarded funds to the local health departments in each jurisdiction in the state to coordinate the provision of clinical services, outreach, and follow-up services, and

Whereas it is necessary for each local health department to contract with local hospitals or facilities to provide services, and

Whereas local health departments may provide for some breast and cervical cancer services by utilizing funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland), and

Whereas the State of Maryland DHMH and the Federal Centers for Disease Control and Prevention has mandated certain requirements be agreed to in regard to the provision of these services.

Now, therefore, the_____Hospital and _____Local Health Department, as specified below, agree as follows:

This agreement, entered into on _____by and between the _____ Local Health Department, hereinafter called the "LHD", and the _____ (hospital), herein after called the "Contractor", shall commence on _____ and shall terminate on _____ and shall be subject to one-year renewal(s) or extension(s) with modification(s) up to four (4) times by both parties on an annual basis. This agreement shall be for the purpose of providing hospital services specified in Part I below, only to clients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Hospital services

A. Coordinate with the LHD [Cancer Control Coordinator] [Contract Monitor] [Case Manager] to obtain approval from the LHD for payment of hospital services prior to delivery of services not listed in Part I, Section C, below.

B. Provide to clients referred by the LHD the following breast and cervical cancer diagnostic services at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates. Services include, but are not limited to:

- Breast cancer diagnostic procedures:
  - Cyst aspiration
  - Diagnostic ultrasound
  - Incisional, excisional, or other breast biopsy
  - Needle biopsy
  - Needle localization
- Cervical cancer or precancerous cervical lesion diagnostic procedures:
  - Colposcopy directed cervical or vaginal biopsy, or both
  - Colposcopy
  - Endocervical curettage
  - Endometrial biopsy if the patient has taken Tamoxifen for the treatment of breast cancer or has had cervical cancer documented, or has a Pap test result of atypical glandular cells
  - Loop Electrosurgical Excision P***rocedure (LEEP)***
- *Pharmacy products,*
- *Medical supplies*
- *Respiratory services and anesthesiology services,*
- *Daily room charges for semi-private room,*
- *Add or delete any other service(s) i.e. radiology and respiratory*
- *Other services after obtaining LHD approval*

C. *Document in the medical records all information about the hospitalization and services provided.

D. *Provide linkages to treatment services for cancers or other diagnoses other than breast or cervical cancer that are diagnosed in clients eligible for the program.

E. Provide services on the times specified below: [during normal business hours] or [_____].

Billing

F. ** Submit all claims for reimbursement under this Contract to all insurance providers that provide insurance coverage for the patient before such claims are submitted to the LHD for payment.

*** Needed if a patient referred under this contract may have other insurance that must be billed before the LHD Cancer program is to be billed.*

G. ** Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the patient.

** Needed if a patient referred under this contract may have other insurance that must be billed before the LHD Cancer program is to be billed.

H. Send the medical record or discharge summary of the hospitalization to the LHD within fourteen (14) days of discharge in order to receive payment.

I. Not bill a patient for any charge for the performance of services listed in Part I. Section C, above, subject to the provisions of Part III, Sections A., and B., below.

J. Not bill the LHD for any service other than the performance of services listed in Part I, Section I. C above.

[Choose K OR L – ONLY the appropriate one]

K. [** Bill the LHD for one or more of the services listed in Part I, Section C above, at the rate approved for the Contractor by the Maryland Health Services Cost Review Commission (MHSCRC).

L. ** When the Contractor is NOT regulated by MHSCRC; accept reimbursement for services that are identified by the LHD as "screening" tests at no more than the Medicare rate, as specified on the attached or substituted reimbursement schedule. Accept reimbursement for services that are identified by the LHD as "diagnostic or treatment" services at no more than the Medicaid rate fee, as specified on the attached or substituted reimbursement schedule.]

M. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

N. Obtain payment for services by billing _____ of the LHD at the following address: _____

O. Submit a bill for reimbursable service rendered within 9 months of the date of service(s).

Other

P. Comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d et seq. and 45 CFR Parts 160 and 164, HIPAA) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, §4-301 et seq.) as they apply to contractor's operations pursuant to this agreement.

Q. Not be 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 not become in arrears during the term of this Contract.

R. (1) Not 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 physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of such employment; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Part II. The LHD agrees to:

A. Pay the Contractor pursuant to the rate and only for those services specified in Part I above and no other services unless pre-approved by the LHD.

B. Communicate with the Contractor regarding clinical, insurance, case management, and billing information.

Part III. The Contractor and the LHD agree that:

A. This contract is funded with State funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland).

B. Funds from the LHD under this contract are funds of last resort. Payment by the LHD for services to the Contractor will cease in any given fiscal year when the LHD Cancer Education, Prevention, Screening, Diagnosis, and Treatment grant funds are depleted. The Contractor shall bill the patient for additional services

provided by the contractor after funds are depleted using the Contractor's usual and customary billing methods.

C. The Contractor shall bill the patient for services provided by the Contractor that are not part of this contract and not approved by the LHD using the Contractor's usual and customary billing methods.

D. If funds for LHD payment for hospital services are depleted, the Contractor and the LHD [Case Manager] shall continue to communicate regarding clinical and case management issues.

E. Payment for services will not occur until the completed report of the hospital services for the patient is received by the LHD.

F. Bills submitted after nine (9) months from the date of service will not be reimbursed.

G. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act.

H. The LHD is not a "Business Associate" of the contractor under HIPAA.

I. Regarding HIPAA:

1. The activities covered by this agreement constitute treatment, payment, or health care operations as defined in HIPAA regulations at 45 CFR §164.501;
2. The LHD is a public health authority (defined in §164.501) and as authorized by the Cigarette Restitution Fund law (MD Ann. Code of Health General Article §§13-1101 to 13-1119) is seeking to collect or receive information under a previously executed grant agreement with the LHD for the purpose of preventing or controlling disease, injury or disability and for the purpose of conducting public health surveillance, investigations and interventions; and, further,
3. The LHD is engaged in health oversight activities (as defined in 164.501) required by the Cigarette Restitution Fund law to oversee this government program.
4. It is therefore agreed that the patient information (medical and billing) that the Contractor is required to provide to the LHD in Part Section I., above, **[insert correct section numbers that apply to your contract if you have changed them from this template]** may be provided pursuant to HIPAA regulations at (42 U.S.C. §§ 1320d et seq. and 45 CFR Parts 160 and 164, HIPAA) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, §4-301 et seq.) without prior express authorization from the patient or the patient's representative.

J. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

K. The Contract Monitor for the Contractor is:
Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements for the contract or if there are any questions regarding the interpretation of the provisions of the contract.

L. This contract may be terminated by either the Contractor or the LHD by giving 14-calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the Contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

M. ** The following attached document is incorporated into and hereby made a part of this contract:

The reimbursement schedule or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in federal Medicare or Medicaid reimbursement rates.

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

Pharmacy Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the State of Maryland has awarded funds to the State of Maryland Department of Health and Mental Hygiene (DHMH) for the purposes of prevention, early detection and treatment of breast and cervical cancer for low income Maryland residents, and

Whereas the DHMH has awarded funds to the local health departments in each jurisdiction in the state to coordinate the provision of clinical services including screening, and linkage to diagnostic, treatment and follow-up services, and

Whereas it is necessary for each local health department to contract with local providers of pharmacy services.

Whereas the State of Maryland DHMH has mandated certain requirements be agreed to in regard to the provision of these services.

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have mandated certain standardized requirements.

Now, therefore, the Local Health Department and pharmacy provider, as specified below, agree as follows:

This agreement, entered into on _____ by and between the _____ Local Health Department, hereinafter called the "LHD", and _____ (pharmacy), hereinafter called the "Contractor," shall commence on _____ and shall terminate on _____ and shall be subject to one-year renewal(s) or extension(s) with modification(s) up to four (4) times by both parties on an annual basis. This agreement shall be for the purpose of providing clinical services as specified in Part I., Section A., below, only to clients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Services

A. Provide pharmacy services for products related to breast and cervical cancer diagnosis and treatment to clients referred by the LHD.

Billing

B. ** Submit all claims for reimbursement under this Contract to all insurance providers that provide insurance coverage for the patient before such claims are submitted to the LHD for payment.

*** Needed if a patient referred under this contract may have other insurance that must be billed before the LHD Cancer program is to be billed.*

C. ** Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the patient.

*** Needed if a patient referred under this contract may have other insurance that must be billed before the LHD Cancer program is to be billed.*

D. Not bill a patient for any charge for the pharmaceuticals referenced in Part I., Section A., above, subject to the provisions of Part III., Section B, below.

E. Not bill the LHD for any service other than the pharmaceuticals referenced in Part I, Section A. above, and LHD-approved procedures or physician office visits.

F. Provide one or more of the pharmaceuticals referenced in Part I., Section A., above, at a cost not to exceed the Medicaid reimbursement rate.

G. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

H. Obtain payment for services by billing _____ of the LHD at the following address: _____

I. Submit a bill for the reimbursable pharmacy service rendered within 9 months of the date of service(s).

Other

J. Comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§1320d et seq. and 45 CFR Parts 160 and 164, HIPAA) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, §§4-301 et seq.) as they apply to Contractor's operations pursuant to this agreement.

K. Not be 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 not become in arrears during the term of this Contract.

L. (1) Not 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 physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of such employment; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Part II. The LHD agrees to:

A. Pay the Contractor pursuant to Medicaid reimbursement rates, only for clinical services referenced in Part I, Section A., above, and no other pharmaceuticals unless pre-approved by the LHD.

B. Communicate with the Contractor regarding clinical, insurance, case management, and billing information.

Part III. The Contractor and the LHD agree that:

A. This contract is funded with State funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland).

B. Funds from the LHD under this contract are funds of last resort. Payment by the LHD for clinical services to the Contractor will cease in any given fiscal year when the LHD Breast and Cervical Cancer Program grant funds are depleted. The Contractor shall bill the patient for additional services provided by the Contractor after funds are depleted using the Contractor's usual and customary billing methods.

C. The Contractor shall bill the patient for services provided by the Contractor that are not part of this contract and not approved by the LHD using the Contractor's usual and customary billing methods.

D. If funds for LHD payment for services are depleted, the Contractor and the LHD [Case Manager] shall continue to communicate regarding clinical and case management issues.

E. Bills submitted after nine (9) months from the date of service will not be reimbursed.

F. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act.

G. The LHD is not a "Business Associate" of the contractor under HIPAA.

H. Regarding HIPAA:

5. The activities covered by this agreement constitute treatment, payment, or health care operations as defined in HIPAA regulations at 45 CFR §164.501;
6. The LHD is a public health authority (defined in 164.501) and as authorized by the Cigarette Restitution Fund law (MD Ann. Code of Health General Article §§ 13-1101 to 13-1119) is seeking to collect or receive information under a previously executed grant agreement with the LHD for the purpose of preventing or controlling disease, injury or disability and for the purpose of conducting public health surveillance, investigations and interventions; and, further,
7. The LHD is engaged in health oversight activities (as defined in 164.501) required by the Cigarette Restitution Fund law to oversee this government program.
8. It is therefore agreed that the patient information (medical and billing) that the Contractor is required to provide to the LHD in Part Section I., above, **[insert correct section numbers that apply to your contract if you have changed them from this template]** may be provided pursuant to HIPAA regulations at (42 U.S.C. §§ 1320d et seq. and 45 CFR Parts 160 and 164, HIPAA) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, §4-301 et seq.) without prior express authorization from the patient or the patient's representative.

I. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

J. The Contract Monitor for the Contractor is:
Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements for the contract or if there are any questions regarding the interpretation of the provisions of the contract.

K. This contract may be terminated by either the Contractor or the LHD by giving 14 calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

Anesthesia Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the State of Maryland has awarded funds to the State of Maryland Department of Health and Mental Hygiene (DHMH) for the purposes of prevention, early detection and treatment of breast and cervical cancer for low income Maryland residents, and

Whereas the DHMH has awarded funds to the local health departments in each jurisdiction in the state to coordinate the provision of clinical services including screening, and linkage to diagnostic, treatment and follow-up services, and

Whereas it is necessary for each local health department to contract with local providers to provide clinical services, and

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland DHMH has mandated certain requirements be agreed to in regard to the provision of these services.

Now, therefore, the medical provider and the _____County Health Department, as specified below, agree as follows:

This agreement, entered into on _____ by and between the)_____Health Department, hereinafter called the "LHD", and _____, hereinafter called the "Contractor," shall commence on _____and shall terminate on _____and shall be subject to one-year renewal(s) or extension(s) with modification(s) up to four (4) times by both parties on an annual basis. This agreement shall be for the purpose of providing clinical services as specified in Part I., Section A., below, only to clients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Clinical Services and Reporting

A. Provide anesthesia for breast and cervical diagnostic services to clients referred by the LHD.

B. See patients referred by LHD for clinical services within a time frame that is not more than four (4) weeks from the date of referral.

C. Provide services during normal business hours.

D. Explain the contracted procedures to the patient and include the frequency of screening tests and need for additional diagnostic tests and treatment, if indicated.

E. Seek approval from the LHD Case Manager for payment for services not listed in Section I, A, above, including but not limited to services related to another medical diagnosis.

Qualifications and insurance

F. Have anesthesia services provided by an anesthesiologist or nurse anesthetist, each of whom has received specialized medical training to perform these procedures.

G. Provide a copy of each physician's current Maryland medical license and a copy of his/her specialty board certification, if applicable, for each physician performing services under this contract to the LHD Contract Monitor along with this signed contract.

H. Obtain and maintain appropriate insurance coverage for services rendered under this contract, and provide documentation of current malpractice insurance to the LHD Contract Monitor along with this signed contract.

I. Adhere to the provisions of COMAR 10.27.07, Practice of the Nurse Practitioner, and provide a copy of each individual's current Maryland nursing license and a copy of his/her area of certification, for each nurse practitioner performing services under this contract to the LHD Contract Monitor along with this signed contract.

J. Adhere to the provisions of COMAR 10.32.03, Delegation of Duties by a Licensed Physician-Physician Assistant, and provide a copy of each individual's current Maryland certification for physician assistants performing services under this contract to the LHD Contract Monitor along with this signed contract.

K. Maryland certification for each physician assistant performing services under this contract to the LHD Contract Monitor along with this signed contract.

Billing

L. Submit all claims for reimbursement under this Contract to all insurance providers that provide insurance coverage for the patient before such claims are submitted to the LHD for payment.

M. Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the patient.

N. Not bill a patient for any charge for the performance of clinical services listed in Part I., Section A., above, subject to the provisions of Part III. Section B, below.

O. Not bill the LHD for any service other than the performance of clinical services listed in Part I, Section A. above, and LHD-approved procedures or physician office visits.

P. Provide one or more of the clinical services listed in Part I., Section A., above at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD due to changes in reimbursement rates.

Q. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

R. Obtain payment for clinical services by billing Case Manager of the LHD at the following address:_____ Cancer Program
_____
_____

S. Submit a bill for the reimbursable medical procedure performed or service rendered within 9 months of the date of service(s).

Other

T. Comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§1320d et seq. and 45 CFR Parts 160 and 164, HIPAA) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, §§4-301 et seq.) as they apply to Contractor's operations pursuant to this agreement.

U. Not be 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 not become in arrears during the term of this Contract.

V. (1) Not 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 physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of such employment; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Part II. The LHD agrees to:

a. Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be substituted for the attached schedule on a yearly basis by the LHD due to changes in the Medicaid reimbursement rates, only for clinical services listed in Part I, Section A., above, and no other medical procedures or physician office visits unless pre-approved by the LHD.

b. Communicate with the Contractor regarding clinical, insurance, case management, and billing information.

Part III. The Contractor and the LHD agree that:

A. This contract is funded in part with State funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland).

B. Funds from the LHD under this contract are funds of last resort. Payment by the LHD for clinical services to the Contractor will cease in any given fiscal year when the LHD Breast and Cervical Cancer Diagnosis, Case Management & Treatment grant funds are depleted. The Contractor shall bill the patient for additional services provided by the Contractor after funds are depleted using the Contractor's usual and customary billing methods.

C. The Contractor shall bill the patient for services provided by the Contractor that are not part of this contract and not approved by the LHD using the Contractor's usual and customary billing methods.

D. If funds for LHD payment for clinical services are depleted, the Contractor and the LHD [Case Manager] shall continue to communicate regarding clinical and case management issues.

E. Bills submitted after nine (9) months from the date of service will not be reimbursed.

F. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act.

I. The LHD is not a "Business Associate" of the contractor under HIPAA.

J. Regarding HIPAA:

1. The activities covered by this agreement constitute treatment, payment, or health care operations as defined in HIPAA regulations at 45 CFR §164.501;
2. The LHD is a public health authority (defined in 164.501) and as authorized by the Cigarette Restitution Fund law (MD Ann. Code of Health General Article §§ 13-1101 to 13-1119) is seeking to collect or receive information under a

previously executed grant agreement with the LHD for the purpose of preventing or controlling disease, injury or disability and for the purpose of conducting public health surveillance, investigations and interventions; and, further,

3. The LHD is engaged in health oversight activities (as defined in 164.501) required by the Cigarette Restitution Fund law to oversee this government program.
4. It is therefore agreed that the patient information (medical and billing) that the Contractor is required to provide to the LHD in Part Section I., above, may be provided pursuant to HIPAA regulations at (42 U.S.C. §§ 1320d et seq. and 45 CFR Parts 160 and 164, HIPAA) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, §4-301 et seq.) without prior express authorization from the patient or the patient's representative.

K. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

L. The Contract Monitor for the Contractor is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements for the contract or if there are any questions regarding the interpretation of the provisions of the contract.

M. This contract may be terminated by either the Contractor or the LHD by giving fourteen (14) calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

N. The following attached document(s) is (are) incorporated into and hereby made a part of this contract:

1. The reimbursement schedule or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in federal Medicaid reimbursement rates.

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

Colposcopy Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the Federal Centers for Disease Control and Prevention has awarded funds to the State of Maryland Department of Health and Mental Hygiene for the purpose of early detection and diagnosis of breast and cervical cancer for low-income women in the state, and

Whereas the Department of Health and Mental Hygiene has awarded funds to the local health department in each jurisdiction in the state to coordinate the provision of clinical services, outreach and follow-up services, and

Whereas local health departments may provide for some breast and cervical cancer services by utilizing funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland), and

Whereas it is necessary for each local department to contract with local providers to provide clinical services, and

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have mandated certain standardized requirements.

Now, therefore, the local health department and medical provider, as specified below, agree as follows:

This agreement, entered into on _____ by and between the Local Health Department, hereinafter called the "LHD", and the _____ (provider), hereinafter called the "Contractor," shall commence on _____ and shall terminate on _____ and shall be subject to renewal(s) or extension(s) up to four times (4) by both parties on an annual basis, unless terminated earlier as provided herein. This agreement shall be for the purpose of providing colposcopy and other cervical diagnostic procedures to clients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Clinical Services and Reporting

A. Provide at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, one or more of the following exams: (1) colposcopy, or (2) colposcopy and obtaining a colposcopically-directed biopsy, when indicated.

B. Provide to clients referred by the LHD the following cervical cancer diagnostic services at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates. Services include, but are not limited to:

- Cervical cancer or precancerous cervical lesion diagnostic procedures:
  - Colposcopy directed cervical or vaginal biopsy, or both
  - Colposcopy
  - Conization
  - Endocervical curettage (ECC)
  - Endometrial biopsy if the patient has taken Tamoxifen for the treatment of breast cancer, or has had cervical cancer documented, or has a Pap test result of atypical glandular cells
  - Loop Electrosurgical Excision ***Procedure (LEEP)***

C. Send the completed medical report (results) containing the result of the colposcopy and biopsy, when indicated, and recommendations for medical follow-up and/or treatment for the patient to the LHD by the time frame specified in Part I. Sections I and J in order to receive payment.

D. Follow the most recent version of the Minimal Clinical Elements (Attached) developed by the Medical Advisory Committee of the Maryland Cancer Consortium as the standard for care for women screened and diagnosed through the Breast and Cervical Cancer Screening Program (BCCP).

E. Explain to the patient during the examination the colposcopy and need for treatment, if indicated.

F. Provide services on the times specified below: (normal business hours)

G. Utilize a laboratory (for interpretation of Cervical biopsies) that is licensed in Maryland, that passed the Cytology Proficiency Testing Program of the State of Maryland, and that is in compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988.

H. See patients referred by the LHD for colposcopy or other cervical diagnostic procedures within a time frame that should not be more than 4 weeks from the date of referral.

I. Send abnormal findings and the medical follow-up and/or treatment recommendations of the patients referred to the Contractor by the LHD to the LHD's Contract Monitor or _____ by mail or fax within one week of receiving the laboratory report.

J. Send by mail the colposcopy, ECC, LEEP, and biopsy results and the medical follow-up and/or treatment recommendations of the patients referred to the Contractor by the LHD to the LHD's Contract Monitor or _____ within no more than 4 weeks after having seen the patient, using the format provided by the LHD.

K. Provide recommendations to the LHD's Contract Monitor or _____ concerning the need for further care based on the diagnostic results.

L. Report the stage and size of the cervical tumor(s) to the LHD Contract Monitor or _____ by mail, telephone, email, or fax within _____ weeks after having seen the patient, using the format provided by the LHD.

Qualifications and Insurance

M. Provide a copy of each individual's current Maryland medical license and a copy of his/her Specialty board certification, if applicable for each physician performing services under this contract to LHD Contract Monitor along with this signed contract.

N. Adhere to COMAR 10.27.07, Practice of the Nurse Practitioner, and provide a copy of each individual's current Maryland nursing license and a copy of his/her area of certification, for each nurse practitioner performing services under this contract to the LHD Contract Monitor along with this signed contract.

O. Obtain and maintain appropriate insurance coverage for services rendered under this contract, and provide documentation of current liability insurance to the LHD Contract Monitor along with this signed contract.

Billing

P. Obtain payment for the above listed services by billing the LHD at the following address:

_____.

Q. Include on each bill the Contractor's name, address, Federal Identification Number or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

R. Submit all claims for reimbursement for claims under this Contract to all insurance providers that provide insurance coverage for the client before such claims are submitted to the LHD for payment.

S. Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the client.

T. Submit a bill for the reimbursable medical procedure performed or service provided within 9 (nine) months of the date of service(s).

U. Not bill a patient for any charge for the performance of any of the services listed in Part I, Section A and B.

V. Not bill the LHD for a service other than the performance of any of the services listed in Part I, Section A and B.

W. Not provide services to women enrolled in Medicare Part B.

X. Accept reimbursement for **screening** services or procedures and physicians visits associated with screening under this contract, at no more than the Medicare rate, as specified on the attached reimbursement schedule, and accept reimbursement for **diagnostic and treatment** services or procedures and physician office visits at no more than the Medicaid rate fee, as specified on the attached or substituted reimbursement schedule.

Other

Y. Not be 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 not become in arrears during the term of this Contract.

Z. (1) Not 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; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applications for employment, notices setting forth the substance of this clause.

AA. Comply with the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. §§1320a-7(c)(a)(5), and 1320d-2 and 1320d-4 and 45 CFR Parts 160 and 164, ("HIPAA") and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, ("Health General") §4-301 et seq.) as they apply to the contractor's operations pursuant to this agreement.

Part II. The LHD agrees to:

A. Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, for the performance of services listed in Part I, Section A and B, and no other medical procedures.

Part III. The Contractor and the LHD agree that:

A. Colposcopy shall be performed by board-certified or eligible gynecologists or health care practitioners who meet the following guidelines:

1. Training
   a. Training in colposcopy as a part of an OB/GYN residency program, or
   b. Attendance at a physician or nurse colposcopy training program of at least three (3) days in duration which included both didactic and clinical elements, and

2. Training Colposcopies: Performance of at least 50 colposcopies under the direct supervision of a preceptor who has extensive experience in performing colposcopy.

B. Funds provided to the LHD under this Contract are funds of last resort.

C. Payment for services will not occur until the completed medical report of the colposcopy, and/or colposcopically-directed biopsy for the patient is received by the LHD.

D. Bills submitted after 9 months from the date of service will not be reimbursed.

E. The Contractor is <u>not</u> covered by the Maryland Tort Claims Act.

F. The LHD is not a "business associate" of the contractor under HIPAA.

G. 1. The activities covered by this agreement constitute treatment, payment**,** or health care operations as defined in HIPAA regulations at 45 CFR §164.501;

2. The LHD is a public health authority (defined in 45 CFR §164.501) and as authorized by Health-General §§20-116, 18-101 and 18-104, and is seeking to collect or receive information under this agreement for the purpose of preventing or controlling disease, injury, or disability and for the purpose of conducting public health surveillance, investigations, and interventions; and, further,

3. The LHD is engaged in health oversight activities (as defined in 45 CFR §164.501) required by Health-General §§18-104 and 20-116 to oversee this government program. It is therefore agreed that the information required to be provided in Part I Sections C,I, and J above (medical) and Part I Sections C, R, and S above (billing) may be provided pursuant to HIPAA regulations at 45 CFR §§164.502(a), 164.506, and 164.512(b) and (d), without prior express authorization from the patient or the patient's representative.

J. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

K. The Contract Monitor for the Contractor is:
Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements for the contract or if there are any questions regarding the interpretation of the provisions of the contract.

J. This contract may be terminated by either the Contractor or the LHD by giving 14 calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the Contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

K. This contract is funded in part with Federal Funds from the Centers for Disease Control and Prevention.

All recipients of Federal funds are prohibited from using federal funds for Federal lobbying. In addition, if the Contractor receives $100,000 or more in Federal monies, the Contractor must disclose any Federal lobbying which is done with

non-federal funds using Standard Form LLL. This form, if appropriate, is also hereby incorporated into this contract.

L. The following attached documents are incorporated into and hereby made a part of this contract:

1. The reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

2. The Minimal Clinical Elements

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

General Surgeon Service Contract
Maryland Breast and Cervical Cancer Program

Preamble

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have awarded funds to the State of Maryland Department of Health and Mental Hygiene for the purpose of early detection of breast and cervical cancer for low-income women in the state, and

Whereas the Department of Health and Mental Hygiene has awarded funds to the local health department in each jurisdiction in the state to coordinate the provision of clinical services, outreach, and follow-up services, and

Whereas local health departments may provide for some breast and cervical cancer services by utilizing funds appropriated by the Maryland General Assembly under the Cigarette Restitution Fund (State Finance and Procurement Article, § 7-317, Annotated Code of Maryland), and

Whereas it is necessary for each local department to contract with local providers to provide clinical services, and

Whereas the Federal Centers for Disease Control and Prevention and the State of Maryland have mandated certain standardized requirements.

Now, therefore, the local health department and medical provider, as specified below, agree as follows:

This agreement, entered into on _____, by and between the _____ Local Health Department, hereinafter called the "LHD," and the _____ (provider), hereinafter called the "Contractor," shall commence on _____ and shall terminate on and shall be subject to renewal(s) or extension(s) up to four (4) times by both parties on an annual basis, unless terminated earlier as provided herein. This agreement shall be for the purpose of providing a surgical consultation, clinical breast examination, and/or breast or cervical cancer diagnostic services only to patients referred to the Contractor by the LHD under the conditions specified below.

Part I. The Contractor agrees to:

Clinical Services and Reporting

A. Provide at a cost not to exceed the amount on the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, a surgical consultation, a clinical breast examination, and/or breast or cervical cancer diagnostic services. Services include, but are not limited to:

- Breast cancer diagnostic procedures:
  - Cyst aspiration
  - Diagnostic ultrasound
  - Incisional, excisional, or other breast biopsy
  - Needle biopsy
  - Needle localization

- Cervical cancer or precancerous cervical lesion diagnostic procedures:
  - Colposcopy directed cervical or vaginal biopsy, or both
  - Colposcopy
  - Conization
  - Endocervical curettage
  - Endometrial biopsy if the patient has taken Tamoxifen for the treatment of breast cancer or has had cervical cancer documented, or has a Pap test result of atypical glandular cells
  - Loop electrosurgical excision procedure (LEEP)

B. Provide a surgical consultation, clinical breast examination, and/or breast or cervical cancer diagnostic services with recommendation for follow-up.

C. Send the completed medical report (results) of the surgical consultation, clinical breast exam, and/or breast or cervical cancer diagnostic services for the patient to the LHD by the time frame specified in Part I., Section A, in order to receive payment.

D. Follow the Minimal Clinical Elements (Attached) developed by the Medical Advisory Committee of the Maryland Cancer Consortium as the standard for care for women screened through the Breast and Cervical Cancer Screening Program (BCCP).

E. Explain the surgical consultation, clinical breast exam, and/or breast or cervical cancer diagnostic services to the patient and include the frequency of screening tests and need for treatment, if indicated.

F. Provide services on the times specified below: (within normal business hours).

G. Have surgical consultation, clinical breast examination, and/or breast or cervical cancer diagnostic services performed by a General Surgeon.

H. See patients referred by the LHD for a surgical consultation, clinical breast examination, and/or breast or cervical cancer diagnostic services within a time frame that should not be more than 2 weeks from the date of referral.

I. Report findings/results from the surgical consultation, clinical breast examination, and/or breast or cervical cancer diagnostic services to LHD's Contract Monitor or _____ by mail or fax within one week of the exam, using the format provided by the LHD.

Qualifications and Insurance

J. Provide a copy of each individual's current Maryland medical license and a copy of his/her specialty board certification, if applicable, for each physician performing services under this contract to the LHD Contract Monitor along with this signed contract.

K. Obtain and maintain appropriate insurance coverage for services rendered under this contract, and provide documentation of current liability insurance to the LHD Contract Monitor along with this signed contract.

Billing

L. Obtain payment for the above listed services by billing the LHD at the following address:
_____.

M. Include on each bill the Contractor's name, address, and Federal Tax Identification or Social Security Number, the patient's name, the service provided, the date the service was provided, the cost for each service, and the amount that is due and owing.

N. Submit all claims for reimbursement for claims under this Contract to all insurance providers that provide insurance coverage for the patient before such claims are submitted to the LHD for payment.

O. Append to all claims submitted to the LHD for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the patient.

P. Submit a bill for the reimbursable medical procedure performed or service provided within 9 months of the date of service(s).

Q. Not bill a patient for any charge for the performance of a surgical consultation and/or a clinical breast examination.

R. Not bill the LHD for any service other than the performance of a surgical consultation, clinical breast exam, and/or breast or cervical cancer diagnostic services.

S. Not use federal funds to reimburse for services provided to women enrolled in Medicare Part B.

T. Accept reimbursement for **screening** services or procedures and physicians visits associated with screening under this contract, at no more than the **Medicare rate**, as specified on the attached reimbursement schedule, and accept reimbursement for **diagnostic and treatment** services or procedures and physician office visits at no more than the **Medicaid rate** fee, as specified on the attached or substituted reimbursement schedule.

Other

U. Not be 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 not become in arrears during the term of this Contract.

V. (1) Not 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; (2) include a provision similar to that contained in subsection (1) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

W. Comply with the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. §§1320a-7(c)(a)(5), and 1320d-2 and 1320d-4 and 45 CFR Parts 160 and 164, ("HIPAA") and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, ("Health General") §4-301 et seq.) as they apply to the contractor's operations pursuant to this agreement.

Part II. The LHD agrees to:

Pay the Contractor pursuant to the attached reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates, only for a surgical consultation, clinical breast examination, and/or breast or cervical cancer diagnostic services listed in Part I., Section A and no other medical procedures.

Part III. The Contractor and the LHD agree that:

A. Funds provided to the LHD under this Contract are funds of last resort.

B. Payment for services will not occur until the completed medical report of the surgical consultation, the clinical breast exam, and/or breast or cervical cancer diagnostic services listed in Part I., Section A for the patient is received by the LHD.

C. Bills submitted after 9 months from the date of service will not be reimbursed.

D. The Contractor is not covered by the Maryland Tort Claims Act unless the contractor is a state employee and duly covered by the Maryland Tort Claims Act.

E. The LHD is not a "business associate" of the contractor under HIPAA.

F. 1. The activities covered by this agreement constitute treatment, payment, or health care operations as defined in HIPAA regulations at 45 CFR §164.501;

2. The LHD is a public health authority (defined in 45 CFR §164.501) and as authorized by Health-General §§20-116, 18-101 and 18-104, and
s seeking to collect or receive information under this agreement for the purpose of preventing or controlling disease, injury, or disability and for the purpose of conducting public health surveillance, investigations, and interventions; and, further,

3. The LHD is engaged in health oversight activities (as defined in 45 CFR §164.501) required by Health-General §§18-104 and 20-116 to oversee this government program. It is therefore agreed that the information required to be provided in Part I Sections C, and I above (medical) and Part I Sections C, N, and O above (billing) may be provided pursuant to HIPAA regulations at 45 CFR §§164.502(a), 164.506, and 164.512(b) and (d), without prior express authorization from the patient or the patient's representative.

G. The Contract Monitor for the LHD is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The LHD Contract Monitor is the primary point of contact for the LHD for matters relating to this contract. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this contract or has any questions regarding the interpretation of the provisions of the contract.

H. The Contract Monitor for the Contractor is:

Name (typed) _____
Title (typed) _____
Business Address (typed) _____
_____
Business Telephone Number (typed) _____

The Contractor Contract Monitor is the primary point of contact for matters relating to this contract. The Contractor Contract Monitor shall contact the LHD's Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements for the contract or if there are any questions regarding the interpretation of the provisions of the contract.

I. This contract may be terminated by either the Contractor or the LHD by giving 14 calendar days prior written notice to the other party's Contract Monitor. In the event of a contract termination, the LHD will pay the Contractor all reasonable costs associated with this contract that the Contractor has incurred to the date of termination.

J. This contract is funded in part with Federal Funds from the Centers for Disease Control and Prevention.

All recipients of Federal funds are prohibited from using federal funds for Federal lobbying. In addition, if the Contractor receives $100,000 or more in Federal monies, the Contractor must disclose any Federal lobbying which is done with non-federal funds using Standard Form LLL. This form, if appropriate, is also hereby incorporated into this contract.

K. The following attached documents are incorporated into and hereby made a part of this contract:

1. The reimbursement schedule, or any schedule that may be substituted on a yearly basis by the LHD for the attached schedule due to changes in reimbursement rates.

2. The Minimal Clinical Elements

In witness whereof, these authorized representatives of the Contractor and the LHD hereby set forth their signatures showing their consent for the Contractor and the LHD to abide by the terms of this contract.

For the Contractor	**For the LHD**
_____	_____
(Signature)	(Signature)
_____	_____
Name (printed)	Name (printed)
_____	_____
Title (printed)	Title (printed)
_____	_____
Date of Signing	Date of Signing

ATTACHMENT N – MINIMUM STANDARDS FOR FOLLOW-UP AND RECALL

Maryland Breast and Cervical Cancer Program
Minimal Standards for Annual Screening
(Negative Results, no diagnosis planned)

PURPOSE:

* To inform patients of the importance of routine screening in order to detect cancer at the earliest time with highest chances for cure.
* To assure that patients needing annual screening return as recommended.

PROCEDURES FOR LOCAL HEALTH DEPARTMENT BCCP PROGRAMS:

1. All contacts and/or attempts to contact patients following the protocol below shall be documented in writing. The person responsible for the appropriate follow-up steps shall sign and date each step taken.

2. All patients will be contacted by mail or telephone 1-2 months prior to the service due date to determine eligibility for recall.

3. If no response within one month of initial contact and/or attempt, two attempts should be made one of which should be by mail. (Phone attempts consist of multiple calls at varying hours in an effort to reach the client). The letter may mention intent to discharge.

4. If no response 2 months after the due date, a final letter will be sent to the patient.

5. If patient is contacted, is eligible and receives rescreening, enter the screening data into a new cycle. If patient is contacted, is ineligible or refuses rescreening **or** if no contact is made within three months after the patient is due for recall, use the Subsequent Cycle Flow Chart to enter a "Close Out Record" accordingly.

   Only enter a close out record once. If you wish to keep attempting to recall the patient after a close out record was entered, change the recall date in the cycle in which the patient was closed out. It is recommended to continue to contact the client at 6 months and 1 year by changing the recall date, unless the patient verbally refuses or is ineligible.

Optional additional procedures:

1. A home visit may be attempted to urge client to get annual screening; some type of notification is left if no response.

2. A copy of the final discharge letter may be sent to the appropriate physician saying "attempts" were made to contact the patient, if you see the patient urge them to contact us.

Maryland Breast and Cervical Cancer Program
Minimal Standards for Contact for Short-term Follow-up

PURPOSE:

* To assure that patients needing short-term follow-up (e.g. results requiring reevaluation prior to annual screenings, repeat CBE, Pap smears and further mammography recall of less than one year ACR 3). The results necessitate contacting the medical provider who is responsible for notifying the patient of her result to determine the specific plan of care in compliance with the Minimal Clinical Elements.

PROCEDURES FOR LOCAL HEALTH DEPARTMENT BCCP PROGRAMS:

1. All follow-up contacts and/or attempts to contact patients and medical providers following the protocol below shall be documented in writing in continuation or progress notes in the patient's chart. The person responsible for the appropriate follow-up steps shall sign and date each step taken.

2. Note: Assure timely receipt of results according to the contract terms by utilizing internal tracking system to retrieve results as needed.

3. Upon receipt of results contact the medical provider who is responsible for notifying the patient of her result to determine the specific plan of care in compliance with the Minimal Clinical Elements.

4. Contact the patient by mail or telephone at least 1-2 months prior to the service due date to determine eligibility for recall.

5. If no response within 2-4 weeks, three attempts to contact the patient should be made, one of which should be by mail. Letter may indicate intent to discharge and should advise patient of possible adverse health effects if follow-up doesn't occur. (Phone attempts consist of multiple calls at varying hours in an effort to reach the client).

6. If no response, a home visit may be attempted; some type of notification should be left if no response.

7. If unable to contact patient using all previous options within 4 weeks of second contact/attempt, send a **certified** letter to the patient.

8. If patient is contacted and refuses service, send a **certified** letter discussing the consequences of the refusal to the patient and a copy to her medical provider. Patients who refuse should receive at least one additional contact within 6 months.

9. Send a copy of the certified letter (for unable to contact or refusal) to the appropriate physician who may be contacted to discuss revision of the case management plan.

10. If patient is contacted, is eligible and receives short-term repeat screening, enter the screening data into a new cycle, unless a current cycle without this procedure exists in the cancer software. If patient is contacted, is ineligible or refuses rescreening **or** if no contact is made within three months after the patient is due for recall, use the Subsequent Cycle Flow Chart to enter a "Close Out Record" accordingly.

    Only enter a close out record once. If you wish to keep attempting to recall the patient after a close out record was entered, change the recall date in the cycle in which the patient was closed out. It is recommended to continue to contact the client at 6 months and 1 year by changing the recall date, unless the patient verbally refuses or is ineligible.

OPTIONAL: Continue to contact the client at intervals, whether they refuse or unable to reach.

SUGGESTION: Use data reports # 10, # 11 to monitor patients needing short-term follow-up, and an internal tracking system.

Maryland Breast and Cervical Cancer Program
Minimal Standards for Follow-up of Abnormal Results

PURPOSE:

* To assure patients have been notified of their abnormal results and need for diagnostic work-up in compliance with the Minimal Clinical Elements (specifically those patients with mammography results of assessment incomplete (ACR 0 or ACR 6), suspicious abnormality (ACR 4), highly suggestive of malignancy (ACR 5), with Pap test results of Low Grade SIL, High Grade SIL, squamous cell carcinoma, or CBE results with follow-up indicated, or patients who have distinct palpable breast masses or thickening of concern to examiner and/or patient regardless of degree of tenderness; skin dimpling/ reddening; nipple discharge that is bloody or unilateral, spontaneous, localized to one duct; skin retraction or scaliness around nipple; inverted nipple (recent occurrence/onset) in women not pregnant or lactating; or new onset of pain in the elderly atrophic breast) that require further diagnosis and treatment, i.e. CBE, Paps, ultrasounds, surgical consults, biopsies, etc.

PROCEDURES FOR LOCAL HEALTH DEPARTMENT BCCP PROGRAMS

1. All follow-up contacts and/or attempts to contact patients and medical providers following the protocol below shall be documented in writing in continuation or progress notes in the patient's chart. The person responsible for the appropriate follow-up steps shall sign and date each step taken.

2. Note: Assure timely receipt of results according to the contract terms (three days by fax, one week by mail) by utilizing internal tracking system to retrieve results as needed.

3. Upon receipt of results contact the medical provider who is responsible for notifying the patient of her result and determine the specific plan of care in compliance with the Minimal Clinical Elements.

4. After determining the plan of care from the medical provider and under the direction of a Registered Nurse within the local health department, contact the client by telephone, mail and/or home visit to assure patient's understanding and to coordinate care. Notification by one of these methods must be attempted/completed within one week of receipt of results. (Phone attempts consist of multiple calls at varying hours in an effort to reach the patient).

5. If unable to contact patient using all previous options (phone, mail, and/or home visit) within three weeks of receipt of results, send a **certified** or **restricted** letter to the patient, including needed care with adverse health results if care refused.

6. If patient is contacted and refuses service she is sent a **certified** letter discussing the consequences of the refusal and a copy of the letter is sent to the provider. Patients who refuse should receive at least one additional contact within 6 months. If patient is contacted and refuses, or if no contact is made (lost), code Work-up Status as lost to follow-up or refused, enter the date lost/refused in the cancer software.

7. Send a copy of the **certified** letter (for unable to contact or refusal) to the appropriate physician who may be contacted to discuss revision of the case management plan.

8. If patient is contacted and appointments for diagnostic tests are arranged and completed, enter the diagnosis/treatment data into the patient's current screening cycle in the cancer software.

9. **All patients with abnormal results must be notified of results regardless of patient status/eligibility (address, income, insurance change).**

10. Upon completion of the diagnostic and/or treatment cycle, discuss annual screening guidelines with patient.

11. If a client refuses follow-up services but wants to continue with annual screening, the program should recall the woman for annual screening, regardless of whether she refused or was lost for work-up, enter a recall date(s) in the current screening cycle record. It is not until the program attempts to recall the woman for annual rescreening that one uses the Subsequent Cycle Flow Chart.

12. If patient is recalled for annual rescreening, is eligible and receives rescreening, enter the screening data into a new cycle. If patient is contacted, is ineligible or refuses rescreening **or** if no contact is made, use the Subsequent Cycle Flow Chart to enter a 'Close Out record' accordingly.

    Only enter a close out record once. With future attempts to recall the patient after a close out record was entered, change the recall date in the cycle in which the patient was closed out.

OPTIONAL: Continue to contact the client at intervals, whether refused or lost to follow-up as mentioned above.

SUGGESTION: Use data reports # 7 for abnormal breast screening , and # 8 for abnormal Pap test results to monitor patients needing follow-up for abnormal results, and an internal tracking system.

Maryland Breast and Cervical Cancer Program
Suggested Guideline for Missed Appointments

PURPOSE:

* To provide minimal standard for patients who miss appointments.

PROCEDURES:

1. All patients will receive notification of their scheduled appointments.

OPTIONAL: When possible all patients will receive reminder calls within 5 days prior to their scheduled appointments.

2. If the patient does not keep the scheduled appointment, a follow-up letter or telephone call will be made to determine continued interest.

3. Upon request, a second appointment is scheduled. If patient changes her appointment, she is responsible for rescheduling and notifying the BCCP coordinator of the change.

4. If the second appointment is missed, the patient is sent a letter encouraging regular mammography and/or Pap smears through a provider of her choice.

5. For established patients only: If patient is contacted, is eligible and receives rescreening, enter the screening data into a new cycle. If patient is contacted, is ineligible or refuses rescreening **or** if no contact is made within three months after the patient is due for recall, use the Subsequent Cycle Flow Chart to enter a "Close Out Record" accordingly.

   Only enter a close out record once. If you wish to keep attempting to recall the patient after a close out record was entered, change the recall date in the cycle in which the patient was closed out.

5. All contacts/attempts must be documented (sign & date) for patients in the program.

OPTIONAL: Continue to contact the client at intervals.

ATTACHMENT O – BCCP PERFORMANCE MEASURES

Department of Health and Mental Hygiene
Budget Package
Estimate Performance Measures

Project Title: _____ Breast and Cervical Cancer Screening Program

Original Budget:

Modification:

Award Number:

Supplement:

Award Period: January 1, 2013 to June 30, 2017

Reduction:

To be submitted quarterly with invoices

Performance Measures	State-Wide Goal	Can meet State-wide goal? (Yes/No) If not, explain.
1. % of clients with abnormal results who are notified and referred for further diagnosis.	100%	
2. % of clients with abnormal results who receive complete diagnostic work-up within 60 days of being referred to the program.	100%	
3. % of clients with negative results who receive complete diagnostic work-up within 60 days of being referred to the program.	100%	
4.% of clients with a mammogram result of ACR 4 or 5 or with a suspicious breast lump who are seen by a surgeon	100%	
5. % of clients with breast cancer or invasive cervical cancer who have stage and tumor size documented	100%	
6. Will assure that the Minimal Clinical Elements are the standard of care for breast and cervical cancer screening and diagnosis	Yes	
7. Will assure that the Minimal Standards for Recall and Follow-up serves as the minimum standard for recall and follow-up	Yes	
8. % of clients with a recommendation for short-term follow-up who return within 9 months of screening	80%	
9. % of radiology facilities providing services under this program that are accredited by the FDA and report mammography results using the ACR lexicon	100%	

10.% of cytology facilities that are certified by CLIA, have passed the cytology proficiency testing for the State of Maryland, and report Pap tests results using the Bethesda System	100%	
11. Will collect and record data using the CaST data system, submit data reports, and correct critical failure points (if applicable), error reports, data audits as specified by DHMH.	Yes	
12. Will maintain cooperative relationships and coalitions with community organizations.	Yes	
13. Will assure that systems are in place to ensure that funds under this program will **not** be expended for clinical services that can be paid by a health insurance plan.	Yes	
14. Will determine patient eligibility, and assist the appropriately identified patients in completing applications for the Diagnosis and Treatment program	Yes	
15. Will assist in selecting a participating provider and in scheduling appointments in the Diagnosis and Treatment program	Yes	
16.Will maintain a tickler file to determine Diagnosis and Treatment Program patient recertification annually	Yes	
17.Will determine patient eligibility, and assist patients in completing applications, for the Women's Breast and Cervical Health Program (Medicaid Treatment Program)	Yes	
18. Minimum % of funds that will be spent on screening, referral, and follow-up services.	50%	

ATTACHMENT P – REPORTING SCHEDULE

Breast and Cervical Cancer Screening Program
Reporting Schedule for FY 2011

For informational purposes only

Date Due	Item Due	Time Period Covered
August 27, 2010	Data Preliminary Submission	00/00/00 -08/26/10
September 15, 2010	Data Final Submission	00/00/00 -09/14/10
October 15, 2010	Matching Fund Report	7/1/10 to 9/30/10
October 31, 2010	F676N, F714N, F667N Quarterly	7/1/10 to 9/30/10
	Expenditure Report &Time Studies	
December 1, 2010	Data Preliminary Submission	00/00/00 -11/30/10
December 15, 2010	Data Final Submission	00/00/00 -11/14/10
January 15, 2011	Matching Fund Report	10/01/10 to 12/31/10
January 31, 2011	F676N, F714N, F667N Quarterly	10/01/10 to 12/31/10
	Expenditure Report &Time Studies	
January 31, 2011	Narrative Performance Report	07/01/10-12/31/10
February 1, 2011	Data Preliminary Submission	00/00/00 -01/31/11
February 15, 2011	Data Final Submission	00/00/00 -02/14/11
March 15, 2011	Budget Modifications	FY 2011
	Supplements/Reductions	
TBA	Grant Application	FY 2012
April 15, 2011	Matching Fund Report	01/01/11-03/31/11
April 30, 2011	F676N, F714N, F667N Quarterly	01/01/11-03/31/11
	Expenditure Report &Time Studies	
May 1, 2011	Data Preliminary Submission	00/00/00 -04/30/11
May 15, 2011	Data Final Submission	00/00/00 -05/14/11
July 15, 2011	Matching Fund Report	04/01/11-06/30/11
July 31, 2011	F676N, F714N, F667N Quarterly	04/01/11-06/30/11
	Expenditure Report &Time Studies	
July 31, 2011	Narrative Performance Report	01/01/11-06/30/11

INSTRUCTIONS FOR COMPLETION OF THE HUMAN SERVICE AGREEMENT REQUEST FOR PAYMENT - VENDOR INVOICE (DHMH 437, Revised AUGUST 2001)

FOLLOW THESE INSTRUCTIONS UNTIL FURTHER NOTICE
THESE INSTRUCTIONS WILL NOT BE SENT TO PROVIDERS ON AN ANNUAL BASIS

This form is a required submission for those human service vendors paid through invoices submitted to the Division of Grants and Local Health Accounting. This form has the following four parts. In conjunction with these instructions, vendors should read the instructions for the DHMH 438 Form, Interim Report of Actual Expenses, Receipts and Performance Measures.

Part A. Award - Human Service Agreement

This part must be completed by the vendor, indicating the amount of their Human Services Award and/or the amount of the CSA Administrative Award, if applicable.

Part B. Vendor's Request - Human Service Agreement

This part must be completed by the vendor, indicating the amount of the payment request for the Human Services Award and the CSA Administrative Award payment request, if applicable, as well as a total payment request amount.

Part C. DHMH Subprovider Budget Review Attestation

This part is reserved for DHMH funding administrations to provide an attestation of the administration's budget review process of the purchase of service line item relative to subprovider programs.

Part D. DHMH Payment

This part is reserved for DHMH use only and will reflect the DHMH approved payment. The payment will be broken out between the human service agreement and the CSA portion, if applicable.

Detailed Instructions - Part A.

Funds generally will be advanced four (4) times per year. Vendor invoices (DHMH 437) are to be submitted to the Division of Grants and Local Health Accounting in accordance with the following schedule for any vendor with an annual DHMH award amount of $1,499,999 or less.

DHMH 437 INSTRUCTIONS (continued)

Quarterly Payment Cycle – DHMH Vendor Awards at $1,4999,999 or Less

Quarterly Payment Cycle Must Be Received in DPCA	DHMH 437 - Deadline Date Funding Advanced	Possible Months of and Latest Possible Timely Payment Date for Timely Payment
1st Quarter (July 6th)	*June 10th	4 (July thru October)
2nd Quarter (October 5th)	September 10th	3 (November thru January)
3rd Quarter (January 6th)	December 10th	3 (February thru April)
4th Quarter (April 5th)	March 10th	2 (May thru June)

*Fiscal year initial invoice should be submitted to the Division of Grants and Local Health Accounting sufficiently early (approximately June 10th) for processing as a new fiscal year payment. The initial fiscal year payment will probably not be received by the vendor by July 1st if the vendor's invoice (DHMH 437) is received in DPCA much later than June 10th.

NOTE: The DHMH 437 must have an original signature in **blue ink**.

Vendor invoices are to be submitted to the Division of Grants and Local Health Accounting between the above dates and represent advance funding for the indicated number of months. The initial fiscal year payment request, July 1, usually should represent an estimate of the vendor's needs or cost for the first four (4) months of the fiscal year. Subsequent quarterly vendor payments will be subject to departmental cash management practices; funding will be advanced only to the extent warranted by an analysis of the Interim Report of Actual Expenses, Receipts and Performance Measures (DHMH 438). Timely payment of vendor invoices (DHMH 437), subsequent to the July 1st payment, is contingent upon the submission of the aforementioned DHMH 438, which contains the actuals needed for the required departmental analysis.

Sufficient time must be allowed for the department to satisfy its cash management responsibilities prior to paying the related submitted invoice. The intervals of required year to date actual reflected on the DHMH 438 allow the vendor sufficient time to submit the DHMH 438 to DPCA and in turn allows the department to perform an analysis of those numbers to determine the vendor's cash need and pay the relevant DHMH 437 invoice. Please see the following example.

DHMH 437 INSTRUCTIONS (continued)

Quarterly Payment Cycle Example - October 1st Payment Cycle

DHMH 438 - Interim Report of Actual Expenses, Receipts and Performance Measures

- year to date actual through August 31
- submitted by vendor to DPCA - September 10
- performance by DHMH of vendor's cash needs analysis and resolution of any follow up issues - September 10 thru September 25

DHMH 437 - Vendor Invoice

- submitted by vendor to DPCA - September 10
- DPCA approves vendor payment request after the above DHMH 438 analysis is completed then forwarded to DHMH General Accounting and Comptroller - September 25

Vendor Payment

- check issued by Comptroller and received by vendor October 3rd - 5th

NOTE: **The above sequence of dates is shown for illustrative purposes only. The actual sequence of events will vary.**

Bi-Monthly Payment Cycle – DHMH Vendor Awards at $1,500,000 or Greater

Effective, July 1, 2000(FY 2001), any provider receiving an annual human service contract award subject to the DHMH Human Service Agreements Manual in excess of $1.5 million has a bi-monthly payment cycle and not the customary quarterly advance cycle shown above. The DPCA will continue to perform a cash management review of all provider invoices and only pay an amount justified by the provider's interim report of expenditures and receipts.

Funds generally will be advanced six (6) times per year. Vendor invoices (DHMH 437) are to be submitted to the Division of Grants and Local Health Accounting in accordance with the following schedule for any vendor with an annual DHMH award amount of $1,500,000 or greater.

DHMH 437 Submission Schedule – Bi-Monthly Payment Cycle

Bi-Monthly Payment Cycle and Latest Possible Timely Payment Date	*DHMH 437 - Deadline Date Must Be Received in DPCA for Timely Payment*	*Possible Months of Funding Advanced*
Payment #1 (July 6th)	*June 10th	2 (July thru August)
Payment #2 (Sept. 6th)	August 10th	2 (Sept. thru October
Payment #3 (Nov. 5th)	October 10th	2 (Nov. thru December)
Payment #4 (Jan. 6th)	December 10th	2 (Jan. thru February)
Payment #5 (March 5th)	February 10th	2 (March thru April)
Payment #6 (May 5th)	April 10th	2 (May thru June)

*Fiscal year initial invoice should be submitted to the Division of Grants and Local Health Accounting sufficiently early (approximately June 10th) for processing as a new fiscal year payment. The initial fiscal year payment will probably not be received by the vendor by July 1st if the vendor's invoice (DHMH 437) is received in DPCA much later than June 10th.

NOTE: The DHMH 437 must have an original signature in **blue ink**.

Vendor invoices are to be submitted to the Division of Grants and Local Health Accounting between the above dates and represent advance funding for the indicated number of months. The initial fiscal year payment request, July 1, usually should represent an estimate of the vendor's needs or cost for the first two (2) months of the fiscal year. Subsequent vendor payments will be subject to departmental cash management practices; funding will be advanced only to the extent warranted by an analysis of the Interim Report of Actual Expenses, Receipts and Performance Measures (DHMH 438). Timely payment of vendor invoices (DHMH 437), subsequent to the July 1st payment, is contingent upon the submission of the aforementioned DHMH 438, which contains the actuals needed for the required departmental analysis.

Sufficient time must be allowed for the department to satisfy its cash management responsibilities prior to paying the related submitted invoice. The intervals of required year to date actuals reflected on the DHMH 438 allow the vendor sufficient time to submit the DHMH 438 to DPCA and in turn allows the department to perform an analysis of those numbers to determine the vendor's cash need and pay the relevant DHMH 437 invoice.

ATTACHMENT R – DHMH FORM 438 INSTRUCTIONS

INSTRUCTIONS FOR COMPLETION OF THE INTERIM REPORT OF ACTUAL EXPENSES RECEIPTS AND PERFORMANCE MEASURES (DHMH 438, Revised August 2001)

FOLLOW THESE INSTRUCTIONS UNTIL FURTHER NOTICE THESE INSTRUCTIONS WILL NOT BE SENT TO PROVIDERS ON AN ANNUAL BASIS

This form is a required submission for those vendors paid through invoices submitted to the Division of Grants and Local Health Accounting (DPCA). The actual expenses, receipts and performance measures reported on this form will be subject to analysis by the Division of Grants and Local Health Accounting prior to making the relevant subsequent payment (via the DHMH 437). In conjunction with these instructions, vendors should read the instructions for the DHMH 437 Form, Human Service Agreement - Request for Payment – Vendor Invoice.

DHMH 438 Quarterly Submission Schedule-DHMH Vendor Awards at $1,499,999 or less

Quarterly Payment Cycle Latest Possible Timely Payment Date	DHMH 438-Reflecting YTD Actuals (No Estimates) Through	DHMH 438 – Deadline Date Must be Received in DPCA for Timely Payment
2nd Quarter (October 5th)	August 31st	September 10th
3rd Quarter (January 6th)	November 30th	December 10th
4th Quarter (April 5th)	February 28th	March 10th

DHMH 438 Bi-Monthly Submission Schedule-DHMH Vendor Awards at $1,500,000 or more

Bi-Monthly Payment Cycle Latest Possible Timely Payment Date	DHMH 438-Reflecting YTD Actuals (No Estimates) Through	DHMH 438 - Deadline Date Must be Received in DPCA for timely Payment
Payment # 2 (September 6th)	July 31st	August 10th
Payment # 3 (November 5th)	September 30th	October 10th
Payment # 4 (January 6th)	November 30th	December 10th
Payment # 5 (March 5th)	January 31st	February 10th
Payment # 6 (May 5th)	March 31st	April 10th

DHMH 438 Instructions (continued)

Timely submission of the DHMH 438 with sufficient allowance for departmental cash management practices will result in timely payment of the related invoice. Vendors should submit the DHMH 438 as soon as possible after their interim year to date actuals are available and no later than the above dates in the third column, if they wish to maintain sound cash flow management. Funding will be advanced only to the extent warranted by an analysis of the Interim Report of Actual Expenses, Receipts and Performance Measures.

Vendors should submit the DHMH 438, with an original signature in **blue ink** to:

Department of Health and Mental Hygiene
Division of Grants and Local Health Accounting
201 West Preston Street - Room 546
Baltimore, MD 21201

SPECIFIC INSTRUCTIONS - SECTION I of DHMH 438

1. Enter the name of your organization.

2. & 3. Enter your mailing address.

4. Enter the project title.

5. Enter the telephone number of the contact person.

6. Enter the contact person who can respond to questions on the DHMH 438.

7. Enter the name of the director of the project.

8. Enter the federal employer ID number.

9. Enter the DHMH contract award number.

10. Enter the fiscal year ending, e.g., June 30, xxxx, for the funding request period.

11. Enter the period covered by the report, e.g., 7/1/xx - 8/31/xx.

12. This form should be signed and dated in **blue ink** by the director or other responsible official of the organization. The original signature must be sent to the Division of Grants and Local Health Accounting.

SPECIFIC INSTRUCTIONS - SECTIONS II AND III of DHMH 438

Approved Budget (Column 1) - Enter the amount of the Total Program Budget in Section II including all supplements and reductions. The budget amounts should include only approved budget actions. Do not include supplements, etc. still in process. Please note: Adult Day Care providers only, should enter the DHMH Budget rather than the Total Program Budget.

Actual Expenditures Through (Column 2) - Enter the actual incurred expenditures and the time period they were incurred through, for example, August 31. The actual expenditures should be for the total program. Please note: Adult Day Care providers only, should enter only DHMH funded expenditures.

Variance Under (Over) - Subtract Column 2 from Column 1. Show negative numbers, over expenditures, in brackets.

Receipts - Enter the period the receipts are through (should match expenditure date). Enter actual receipts to date in Section III, including DHMH funds. Please note: Adult Day Care Providers should enter DHMH funds only.

SPECIFIC INSTRUCTIONS - SECTION IV of DHMH 438

(attach additional pages, if needed)

Performance Measure - Describe the identified measure(s) of the output for this specific human service agreement.

Budget Estimate - Enter the quantified performance measure(s) identified in the budget (DHMH 432 C or DHMH 436 B).

YTD Thru - Enter the identified performance measure(s) accomplished to date (same time period as expenditures and receipts).

Center for Cancer Surveillance and Control
Breast and Cervical Cancer Program

1. Contractor must submit a final activity report by July 31 of each year which reflects accomplishments during the preceding funding period.

2. Matching funds reports shall be submitted on a quarterly basis in conjunction with financial expenditure reports. These reports shall conform to the guidelines specified by the Center for Cancer Surveillance and Control.

3. An estimate of the amount of any funds which will be unexpended by the end of the control funding period must be submitted in writing to the Center for Cancer Surveillance and Control no later than ninety days prior to the end of the State Fiscal year.

4. The funds awarded under this grant shall be used to support staff to carry out responsibilities in accordance with COMAR 10.14.02, "Reimbursement for Breast and Cervical Cancer Diagnosis and Treatment."

5. Funds from this contract are to be used to hire women who are from the community where the target population resides and should be like the target population in income and education levels.

6. The outreach workers and BCCP Coordinators employed through this grant must attend all meetings as required by the Department of Health and Mental Hygiene.

7. The BCCP coordinator must meet at least bi-weekly with the outreach worker(s).

8. The Contractor shall submit written semi-annual reports that should include an evaluation of progress towards objectives, discussion of the problems, and proposed corrective action. These reports are due at the Department of Health and Mental Hygiene, Center for Cancer Surveillance and Control by the time specified in the contract award letter.

9. No funds from this contract may be used to purchase breast self-examination (BSE) materials without prior written approval from the DHMH patient/public education and outreach coordinator.

10. Outreach and educational activities shall be targeted to women 40-64 years of age who are uninsured or underinsured and who have incomes at or below 250% of the federal poverty level.

11. All materials and educational supplies purchased under this contract must be requested in writing and approved by the patient/public education and outreach coordinator prior to purchase.

12. Women screened must meet financial and insurance eligibility requirements as outlined in the Policy and Procedure Manual of the program.

13. This award may be adjusted quarterly based on actual participation as compared to projected participation level.

14. Financial expenditure reports shall be submitted quarterly. These reports will include expenditures for all line items as well as a narrative explanation for any budget variance of 5% or greater. If requested, local health departments must submit journal entry detail for all line items. If requested, local health departments must submit these reports on a monthly basis.

15. Reimburse participating providers at the **Medicaid** approved rate for each diagnostic service provided to patients referred for diagnostic work-up; and for patients enrolled in the **screening** program needing the diagnostic procedures listed in Section 4.0, Part B, g-k. For patients enrolled in the screening program, diagnostic procedures listed in Section 4.0, Part B, a-f shall be reimbursed at the **Medicare** approved rate. For hospitals in an HSCRC regulated facility, the HSCRC rate is equivalent to the Medicare rate. This does not mean that the Contractor must use the maximum rate reimbursed by Medicare as the reimbursement rate for the program. The Contractor **can** reimburse participating providers at a **lower** rate, which will enable more women to access screening services.

16. Radiology providers under contract to provide screening services for women in the program must be accredited by the American College of Radiology, and be fully certified by the U.S. Food and Drug Administration to provide screening mammography in accordance with the Mammography Quality Standards Act (MQSA). They will report the results of mammography to both the program coordinator and the referring clinician using coding consistent with the lexicon recommended by the American College of Radiology.

17. Laboratories under contract to provide cytopathology and pathology services to women in the program must be in compliance with the Clinical Laboratories Improvement Act, and have passed the Cytology Proficiency Testing Program of the State of Maryland, and will report the results to both the program coordinator and the referring clinician using the Bethesda System terminology and indicating the presence or absence of endocervical cells.

18. All contracts and agreements entered into between the local health department and providers of radiology, laboratory cytology, and medical clinical services shall be made using the "boiler plate" contracts developed by the Center for Cancer Surveillance and Control.

19. The minimum clinical elements developed by the Breast and Cervical Cancer Medical Advisory Committees serves as the standard for breast and cervical cancer screening and diagnosis.

20. All budget modifications, supplements, and reductions are due March 15 of the current State Fiscal Year.

21. The Minimal Standards for Recall and Follow-up developed by consensus of the BCCP coordinators shall serve as the minimum standard for recall and follow-up procedures for the Breast and Cervical Cancer Program.

22. A medical chart will be maintained for each woman who receives screening services through this program.

23. As stipulated in the "National Breast and Cervical Cancer Early Detection Program Administrative Requirements and Guidelines", April 1, 1994, and Public Law 101- 354, this program is payer of last resort. Before medical services are rendered, the Offeror must verify clients' insurance status; and before , the Offeror pays for a medical service, an explanation of benefits (EOB) from a third party payer must be received if a client has any type of insurance coverage.

24. Women enrolled in Medicare Part B are not eligible for screening services through this program.

25. The Breast and Cervical Cancer Program will not allow encumbrances or accruals. If a program has had a significant back-billing problem with a major provider of screening services and it is anticipated that the program must accrue funds for this type of problem, you must submit a written request to accrue funds to the BCCP program for approval no later than 30 days prior to the end of the fiscal year.

26. The Contractor is required to use the cancer screening software designated by DHMH to collect screening and follow-up data. These data are to be sent to the Department via electronic means (modem or e-mail) quarterly as specified by the Center for Cancer Surveillance and Control. A data collection form must be used for all screening cycles.

27. Staff hired through this program shall provide eligible women with applications for The Women's Breast and Cervical Cancer Health Program.

28. Budgets and time studies for state fiscal year 2011must be submitted electronically in accordance with the BCCP Program Budget Instructions. Time studies are to be performed during each fiscal year according to the procedures and the schedule provided by the Center for Cancer Surveillance and Control Time Study Policy and Procedure Manual.

29. A copy of the DHMH 440 Annual Report must be submitted to the Center for Cancer Surveillance and Control by no later than August 31 of each year. This information is required to accurately reflect expenditures on the federal financial status report that is due to the Centers for Disease Control (CDC) by September 29 of each year.

ATTACHMENT T – WORK PLAN TEMPLATE

Work Plan Definition of Terms

Goals
Goals are general, "big picture" statements of outcomes a program intends to accomplish to fulfill its mission.

Objectives
Objectives are the "big steps" a program will take to attain its goals. Objectives should be S.M.A.R.T. (specific, measurable, achievable, realistic, and time-phased).

Activities
Activities are the "smaller steps" a program takes to meet its objectives. Examples include reviewing data and research, identifying resources and staff for program implementation and evaluation, creating Public Services Announcements about screening recommendations, and health provider training about screening technology.

Measures of Effectiveness
Measures of effectiveness, or indicators, translate program concepts and expected impacts into specific measures that can be analyzed and interpreted. There should be at least one measure of effectiveness for each objective. The change measured by an indicator should represent progress a program has made toward achieving goals and objectives.

Examples of indicators include: Participation rates, individual behavior, health status, and attitude. Success in achieving the goal of maintaining coalition partnerships could be measured by analyzing participation rates or the number of members at the beginning, throughout and near the end of plan implementation. An increase (or decrease/no change) in participation rate indicates level of progress toward meeting the goal.

Data
Data is a list of sources that will be used to gather information on measures of effectiveness. Data sources may include: people, observations and documents. Examples of data sources include: Behavioral Risk Factor Surveillance System (BRFSS), Surveillance, Epidemiology, and End Results (SEER), needs and satisfaction assessments, program records and reports, cancer registries, interviews, focus groups, and medical claims data.

Work Plan

Calvert County Breast and Cervical Cancer Screening Project

Work Plan: Offeror Name _____
Year _____

Goal #1:					
Objectives	Activities	Measures of Effectiveness	Data	Timeframe for Assessing Progress	Team Members Responsible
Goal #2:					
Objectives	Activities	Measures of Effectiveness	Data	Timeframe for Assessing Progress	Team Members Responsible

Include a work plan for each year of funding. Add goals as necessary.