



**DEPARTMENT OF HEALTH  
& MENTAL HYGIENE**

**INVITATION FOR BIDS (IFB)**

**SOLICITATION NO. DHMH OPASS 17-17058**

**Issue Date: June 14, 2014**

**SOMATIC SERVICES  
SPRING GROVE HOSPITAL CENTER**

**NOTICE**

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**

**STATE OF MARYLAND  
NOTICE TO VENDORS**

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 this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

**Title: Somatic Services - Spring Grove Hospital Center**  
**Solicitation No: DHMH OPASS 17-17058**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

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Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**STATE OF MARYLAND  
DEPARTMENT OF HEALTH & MENTAL HYGIENE  
IFB KEY INFORMATION SUMMARY SHEET**

**Invitation for Bids:** Somatic Services – Spring Grove Hospital Center

**Solicitation Number:** DHMH OPASS 17-17058

**IFB Issue Date:** June 14, 2016

**IFB Issuing Office:** Department of Health & Mental Hygiene

**Procurement Officer:** Dana Dembrow, Assistant Director for Procurement  
Office of Procurement and Support Services  
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e-mail: [dhmh.solicitationquestions@maryland.gov](mailto:dhmh.solicitationquestions@maryland.gov)

**Contract Officer:** Theresa Ammons  
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e-mail: [dhmh.solicitationquestions@maryland.gov](mailto:dhmh.solicitationquestions@maryland.gov)

**Procurement Coordinator:** Beverly Kavanaugh  
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e-mail: [Beverly.Kavanaugh@maryland.gov](mailto:Beverly.Kavanaugh@maryland.gov)

**Contract Monitor:** David Herman, M.D., Chief of Somatic Services  
Maryland Department of Health & Mental Hygiene  
Spring Grove Hospital Center  
55 Wade Avenue  
Catonsville, Maryland 21228  
Phone: 410-402-7370 Fax: 410-402-7353  
e-mail: [David.Herman@maryland.gov](mailto:David.Herman@maryland.gov)

**Bids are to be sent to:** Beverly Kavanaugh, Administration Building  
Spring Grove Hospital Center  
55 Wade Avenue, Administration Building  
Catonsville, Maryland 21228  
Attention: Beverly Kavanaugh

**Pre-Bid Conference:** June 29, 2016, 1:00 p.m. Local Time  
55 Wade Avenue, Administration Bldg., 2<sup>nd</sup> Fl. Conf. Rm  
#310

**Bid Due (Closing) Date and Time:** August 1, 2016, 2:00 p.m. Local Time

**Public Bid Opening:** August 1, 2016, 2:15 p.m., SGHC, 55 Wade Avenue, Street Level, Room 206

**MBE Subcontracting Goal:** 0%

**VSBE Subcontracting Goal:** 0%

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## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Summary Statement**

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH) is issuing this Invitation for Bid (IFB) to acquire professional staff (Physicians and Physician Assistants) necessary for the on-site delivery and coordination of somatic health and basic psychiatric care for Spring Grove Hospital Centers' (SGHC or Center) patient/resident population. The successful Contractor will be required to provide professional services, supervisory and management services, and certain materials and equipment under the Scope of Work.
- 1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is five (5) years. See Section 1.4 for more information.
- 1.1.3 The Department intends to make "a single award" as a result of this IFB. See IFB Section 1.15 for more information.
- 1.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### **1.2 Abbreviations and Definitions**

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

1. **Basic Psychiatry**-Psychiatric services performed by a physician without residency training in the field of psychiatry.
2. **Bid** – A statement of price offered by a Bidder in response to an IFB.
3. **Bidder** – An entity that submits a Bid in response to this IFB.
4. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of "Normal State Business Hours" below).
5. **Center**-Spring Grove Hospital Center
6. **Centers for Medicare & Medicaid Services**-CMS.
7. **Clinic** – Scheduled session during which patients will be evaluated and treated by a specialty physician.
8. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
9. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.

10. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
11. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.
12. **Contract Officer** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
13. **Contractor** – The selected Bidder that is awarded a Contract by the State.
14. **Department or DHMH- Department of Health and Mental Hygiene.**
15. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
16. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
17. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Department of Health and Mental Hygiene, with the Solicitation Number and date of issuance indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.
18. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
19. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
20. **Normal State Business Hours** - Normal State business hours are 8:00 a.m.–4:30 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
21. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
22. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to the solicitation which are expressly set forth herein.
23. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the

Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

24. **Provider** – A Physician or Physician’s Assistant supplied by the Contractor to perform services under this Contract. Providers are considered Key Personnel and subject to the provisions of Section 1.23.
25. **Session** – A consultation between a Physician or Physician’s Assistant and a Center patient.
26. **Somatic**-Of or relating to the body.
27. **State** – The State of Maryland.
28. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
29. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

### **1.3 Contract Type**

The Contract resulting from this solicitation shall be an indefinite quantity contract with firm fixed unit prices as defined in COMAR 21.06.03.06.A(2) (indefinite quantity) and 21.06.03.02.A(1) (firm fixed price).

### **1.4 Contract Duration**

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), anticipated to be on or about December 1<sup>st</sup>, 2016, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus five (5) years of service to be provided under the Contract from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## **1.5 Procurement Officer**

The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract (see definition of “Procurement Officer” in Section 1.2).

The name and contact information of the Procurement Officer are indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

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

1.5.1 The name and contact information of the Contract Officer and Procurement Coordinator are indicated in the IFB Key Information Sheet (near the beginning of the solicitation, and after the Title Page and Notice to Vendors. (See definition of Contract Officer and Procurement Coordinator in Section 1.2).

## **1.6 Contract Monitor**

The Contract Monitor is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award (see definition of “Contract Monitor” in Section 1.2).

The name and contact information of the Contract Monitor are indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

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

## **1.7 Pre-Bid Conference**

A Pre-Bid Conference (the Conference) will be held at the date, time, and location indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Bid Conference Response Form (**Attachment E**) to the attention of the Procurement Coordinator at least five (5) Business Days prior to the Pre-Bid Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator at least five (5) Business Days prior to the Pre-Bid Conference date. The Department will make a reasonable effort to provide such special accommodation.

## **1.8 eMarylandMarketplace**

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHMH website <http://dhmh.maryland.gov/pages/Home.aspx> and possibly other means for transmitting

the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's 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://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

## **1.9 Questions**

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid 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 that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

## **1.10 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

## **1.11 Bids Due (Closing) Date and Time**

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Coordinator at the Procurement Coordinator's address and no later than the Bid Due date and time indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors) in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

### **Bids may not be submitted by e-mail or facsimile.**

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

## **1.12 Multiple or Alternate Bids**

Multiple and/or alternate Bids will not be accepted.

## **1.13 Receipt, Opening and Recording of Bids**

- 1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 1.13.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the Total Bid Price (see Section 1.2 for definition), and such other information as is deemed appropriate shall be read aloud or otherwise made available.
- 1.13.3 The Bid Opening shall be at the date, time, and location indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors)

## **1.14 Confidentiality of Bids**

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

## **1.15 Award Basis**

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form.

## **1.16 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

## **1.17 Duration of Bid**

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

## **1.18 Revisions to the IFB**

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

### **1.19 Cancellations**

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

### **1.20 Incurred Expenses**

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

### **1.21 Protest/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).

### **1.22 Bidder Responsibilities**

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder shall submit with its Bid an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

### **1.23 Substitution of Personnel**

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

#### **1.24 Mandatory Contractual Terms**

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

#### **1.25 Bid/Proposal Affidavit**

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

#### **1.26 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit is also required to be submitted by the Contractor with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

#### **1.27 Compliance with Laws/Arrearages**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder 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 so in arrears during the term of the Contract if selected for Contract award.

#### **1.28 Verification of Registration and Tax Payment**

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder’s failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

#### **1.29 False Statements**

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

1.29.1 In connection with a procurement contract a person may not willfully:

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

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

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

### **1.30 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Bidder/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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

### **1.31 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract "Prompt Payment" clause (see **Attachment A**).

Additional information is available on GOMA's website at:

<http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>.

### **1.32 Electronic Procurements Authorized**

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 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 solicitation 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, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") 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 eMM, e-mail, or facsimile to issue:
  - (a) the solicitation (e.g., the IFB/RFP);
  - (b) any amendments;
  - (c) pre-Bid/Proposal conference documents;
  - (d) questions and responses;
  - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
  - (f) notices of award selection or non-selection; and
  - (g) the Procurement Officer's decision on any Bid protest or Contract claim.
2. A Bidder/Offeror or potential Bidder/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) submit a "No Bid/Proposal Response" to the solicitation.
3. The Procurement Officer, the 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 Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by the Department 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 or Bidder/Offeror be provided in writing or hard copy.

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

### **1.33 Minority Business Enterprise Goal and Subgoals**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

### **1.34 Living Wage Requirements**

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner

of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the “Living Wage” clause in the Contract (**Attachment A**).

Additional information regarding the State’s living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

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 §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 2 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

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

### **1.35 Federal Funding Acknowledgement**

This Contract does not contain Federal funds.

### **1.36 Conflict of Interest Affidavit and Disclosure**

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of

this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** 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.

### **1.37 Non-Disclosure Agreement**

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

### **1.38 HIPAA - Business Associate Agreement**

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment K**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next lowest Bid or next highest overall-ranked Proposal.

### **1.39 Nonvisual Access**

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

### **1.40 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

### **1.41 Veteran-Owned Small Business Enterprise Goal**

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.

### **1.42 Location of the Performance of Services Disclosure**

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

### **1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

#### **1.44 Small Business Reserve (SBR) Procurement**

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

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## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Bidder Minimum Qualifications**

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Bidder shall have one year of experience providing somatic health services through physicians and physician assistants at inpatient medical facilities. As proof of this requirement, the Bidder shall provide with its Bid one (1) reference from the past three (3) years that is able to attest the Bidder's year of experience in providing somatic services.

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## **SECTION 3 – SCOPE OF WORK**

### **3.1 Background and Purpose**

DHMH is issuing this IFB to acquire professional staff (Physicians and Physician Assistants) necessary for the on-site delivery and coordination of somatic health and basic psychiatric care for SGHC's patient/resident population. SGHC is an integral part of the mental health services delivery system of the State of Maryland. The Center provides inpatient and residential care and treatment for adults (ages 18 through senescence) and adolescents (ages 13 through 17) and assisted living for adults. The current capacity is 377 beds within thirteen (13) active treatment units, and one assisted living unit. The successful Contractor will be required to provide professional services, and supervisory and management services under the Scope of Work.

### **3.2 Scope of Work - Requirements**

SGHC requires professional staff (Physicians and Physician Assistants, collectively referred to as Providers, per definition in Section 1.2) necessary for the on-site delivery and coordination of somatic health care services and basic psychiatric care for the SGHC patient/resident population.

The services to be performed represent a comprehensive set of medical/somatic services including: Basic Psychiatry, General Medicine, General Surgery, Gynecology, Orthopedics, Ophthalmology, Urology, Cardiology, Radiology, Podiatry, Somatic Urgent Care treatment, and other Medical-Surgical sub-specialties as deemed necessary by the Clinical Director. Obstetric services are not included. Primary Physicians (see Section 3.2.14), On-Duty Physicians (see Section 3.2.14 b) and Physician Assistants (see Section 3.2.14 c) are considered essential personnel and must be present onsite as scheduled to provide routine and emergency medical services as well as emergency psychiatric services throughout the Center on a 24/7 basis throughout the term of the Contract.

#### **3.2.1. Adherence to Licensing and Regulatory Requirements:**

The Contractor's Physicians shall adhere to all licensure and certification requirements established by the Maryland State Board of Physicians and all medical staff bylaws, rules, regulations and guidelines established by the Center. The Contractor shall also ensure that its Providers comply as applicable with any other licensing, accrediting, or regulatory authorities that govern the operation of the Center, such as The Joint Commission, CMS, and DHMH. Failure of the Providers to comply will cause the Contractor to be in default.

The Contractor's Physician Assistants shall be certified as Physician Assistants in the State of Maryland, and shall be qualified to fulfill the duties of a Physician Assistant at SGHC (see SGHC Physician Assistant Delineation for Clinical Privileges, Attachment P). The Contractor's Physician Assistants shall adhere to all licensure and certification requirements established by the Maryland State Board of Physicians and all medical staff bylaws, regulations and guidelines established by the Center.

#### **3.2.2. Staff Credentials & Clinical Privileging:**

Prior to the assumption of clinical duties, the Contractor's Physicians and Physician Assistants must apply for, and be granted membership in, (or in the case of Physician Assistants, formal affiliation with) the Spring Grove Hospital Medical Staff. The Contractor's Providers must also apply for, and have been granted clinical privileges in accordance with their field of practice at Spring Grove Hospital Center by its Medical Staff. In the event that a Contractor's Provider is denied membership in the Medical Staff, or is denied clinical privileges applicable to his/her field of practice at the Center, or in the event that such membership or privileges are revoked, suspended, limited, or not renewed, the Contractor shall be responsible for arranging

for the Provider's replacement within 30 calendar days, such that there is no adverse impact on the delivery of somatic services. During any interim period, the Contractor shall remain responsible for the delivery of all required somatic services. The Contractor's Physicians and Physician Assistants agree to abide by the policies of the Center, DHMH, and the Spring Grove Medical Staff Bylaws. Medical Staff Bylaws are available for review upon request to the Center's Clinical Director's Office. Specialty Physicians, as delineated under 3.2.16, shall also be required to have currently active privileges in their specialty fields at a hospital within the Baltimore Metropolitan area, unless the Clinical Director waives this requirement.

Position descriptions for Primary Care Physician (Attachment aa), On-Duty Physician (Attachment bb), Physician Assistant (Attachment cc), and Specialty Physicians (Attachment dd) are attached, as well as the Delineations of Clinical Privileges (Attachments P-Z).

Credentialing information (needed to credential the Contractor's Physicians and Physician Assistants proposed to perform under this Contract is attached as Attachment ee: Maryland Hospital Credentialing Application.

Delineation of Clinical Privileges for Physician Assistant, Physician Specialties-Urology, General Surgeon, General Somatic Medicine, OB/GYN, Ophthalmology, Orthopedic, Primary Care, Podiatry, Radiology, and Cardiology (Attachments P-Z) are also attached.

### 3.2.3. Personnel/Staff

All personnel provided by the Contractor shall perform continuously for the duration of the Contract, and for so long as performance is satisfactory to Spring Grove's Department's Contract Monitor. All personnel provided by the Contractor shall meet the Hospital Center's standard for employment health screening requirements including the pre-employment physical and tuberculosis screening. Tuberculosis screening is also required annually. The MMRV (measles, mumps, rubella vaccine) is checked during the physical. If MMRV immunity is not evident, SGHC can only recommend the administration of vaccine.

The Contract Monitor will give written notice of personnel/staff performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) Business Days and implement the plan immediately upon written acceptance of the Contractor Monitor. If performance issues persist, Spring Grove's Contract Monitor may give written notice for the immediate removal of person(s) whose performance is at issue, including the Contractor's Director of Operations/Contact Person, and determine whether a substitution is required.

The Contractor's Primary Care Physician coverage must be provided by Physicians who meet the requirement in Attachment W. In order to assure optimal continuity of care, each Primary Care Physician Provider shall work full-time, five days per week, at the Center. Each Physician Assistant Provider shall work full-time, four days per week. Each Specialty Care Physician shall be assigned to provide specialty services on a regularly scheduled basis, and shall not be substituted by other Specialty Physicians unless approved in advance by Spring Grove's Contract Monitor. On-Duty Physicians shall also be scheduled on a regularly scheduled basis and shall be scheduled as frequently as necessary to maximize continuity and quality of care.

The Contractor shall make all efforts to retain the currently credentialed Spring Grove Hospital somatic staff in order to maintain continuity and quality of services. In order to substitute any personnel not currently credentialed by SGHC, the Contractor shall submit the résumés and completed "Maryland Hospital Credentials Applications" for each of the proposed substitute personnel. (Credentialing applications will only be processed upon award of the Contract). In the event of any proposed substitution of personnel, such substitute personnel shall have the qualifications at least equal to those of the replaced personnel, and must be approved by the Contract Monitor.

#### 3.2.4. Performance Improvement:

The Contractor shall develop and implement a written Performance Improvement Plan for the clinical services and the Providers for which it is responsible, as set forth in this Contract. The Contractor shall submit the Performance Improvement Plan to the Contract Monitor for approval no later than 60 days after the Go-Live Date. The Contractor shall incorporate any revisions requested by the Contract Monitor and resubmit the revised plan for approval by no later than two weeks after the revisions are requested. The plan must:

- a. Be in full compliance with current Joint Commission standards, CMS standards, DHMH requirements, Spring Grove Hospital Medical Staff Bylaws, Spring Grove Hospital Policies and Procedures, the Spring Grove Hospital Performance Improvement Plan, and any other standards that apply. The Spring Grove Hospital Performance Improvement Plan is available in hardcopy only by contacting Beverly Kavanaugh, Contract Services Coordinator, Spring Grove Hospital Center, telephone 410-402-7650. The Spring Grove Hospital Medical Staff Bylaws, and the Medical Staff Performance Plan is also available for inspection upon request by contacting the Hospital Center's Clinical Director's Office.
- b. Must be approved by the Contract Monitor and be updated and revised in a manner consistent with ongoing programmatic changes of the Center. The Plan is required after the "Go-Live Date."
- c. Provide that all personnel, expertise, and technical support to assure ongoing monitoring of the quality and appropriateness of the clinical services and Providers are implemented through the Contractor's staff.
- d. Provide a mechanism for assuring that there is prompt and effective written, verbal, and electronic communication of performance improvement issues between the Center, the Contractor, and the Providers.
- e. Include a mechanism for collaborating with the Center's Chief of Somatic Services, Hospital Staff, Medical Staff, and Administration, as necessary for implementing the performance improvement plan.
- f. Include a mechanism for incorporating data collection, such as periodic and random sampling of medical records, individual treatment plans, drug orders, peer reviews, and any other aspects of services.
- g. Include a mechanism for implementing corrective actions, such as professional training/counseling, personnel management, disciplinary actions, program and resource management in collaboration with the Center. For this purpose, administrative and medical representatives of the Contractor shall meet with the Chief of Somatic Services or the Superintendent on a regular basis, as deemed appropriate by the Chief of Somatic Services or the Superintendent. This requirement includes the Contractor and Providers attending the monthly meeting of the Somatic Services Committee or any other meetings as deemed necessary by the Center.
- h. Include a mechanism for monitoring, managing, and documenting the general work performance (such as lateness, absences, initiative, reliability, team effort, availability, etc.) of all contracted Providers.
- i. Include a mechanism for the submission on a quarterly basis of comprehensive written quarterly performance improvement reports detailing all aspects of performance improvement, as required to the Chief of Somatic Services. These reports must include data generated through the monitoring of selected performance improvement indicators, summary findings, corrective actions, and any other applicable information. Certain reports, such as morbidity and mortality reports, may also be required on a per occurrence basis. In addition, the Radiology Provider shall submit a performance improvement report of the accuracy of its X-ray readings as well as a quality assurance report on the technical quality of the X-rays that are submitted for readings.

### 3.2.5 Medical Records Documentation:

In addition to the requirements of Attachments aa –dd, the Contractor’s Providers must be skilled in various aspects of medical documentation, medical computing methods, and data management methods in order to perform in accordance with certain medical documentation and record-keeping requirements of the Center. In addition, medical documentation must satisfy the standards and regulatory requirements established by third-party insurers, Medicare, The Joint Commission, Medicaid, and the Office of Health Care Quality of DHMH, and must comply with HIPAA laws and State Confidentiality laws. The Contractor’s Providers shall be responsible for documenting medical records on an ongoing, timely, and orderly basis. All written entries in each medical chart must be legible, organized, and thorough. Documentation and record-keeping requirements for each patient include and apply to, but are not limited to, the following:

- a. Documentation of admission, annual, and periodic examinations, and aftercare plans.
- b. Documentation of progress/consultant notes when ordering or changing medication, making or changing diagnoses, ordering discharge, in the preparation of aftercare summaries or plans, in the event of an unusual medical occurrence, in instances in which the patient’s condition is unstable, and in all other circumstances in which documentation of clinical data is consistent with applicable practice standards.
- c. Documentation of treatment orders.
- d. Development and documentation of aspects of Individualized Treatment Plans, as required.
- e. Preliminary discharge/death summaries on patients who have expired while under care within fifteen (15) days of the patient’s discharge/death.

### 3.2.6 Participation in Medical Staff and Hospital Committees:

The Contractor’s Providers may be required to serve on assigned Hospital and Medical staff committees. The committees may include Health Information Services, Somatic Services Performance Improvement, Utilization Review, Pharmacy and Therapeutics, Performance Improvement Steering Committee, Patient Care, Infection Control, Safety, Continuing Medical Education, Credentialing & Clinical Privileging, and Medical Staff Executive/Quality Improvement Committees. In addition, the Center’s Administration may require the Contractor and its Providers to participate in ad-hoc committees, and other committee or management meetings. All Primary Care Physicians are required to attend monthly Medical Staff Meeting at least nine (9) times in a twelve month period. Total time estimated for committees/Medical Staff meetings is approximately six (6) hours per month. Meetings will occur during the Providers’ shifts.

### 3.2.7 Third Party Liability Claims Documentation:

The Contractor shall ensure that its Providers adequately document any treatments, procedures or other patient encounters, and that the corresponding five-digit code from the Physician’s Current Procedural Terminology (latest edition) is logged and made available in a timely manner to the Center’s billing agents, as required. The Contractor’s Providers shall be responsible for completing documentation for reimbursement from third party payers. When referring to a diagnosis in billing or related record keeping, the Contractor’s Providers shall enter a brief, but specific, description of the primary diagnosis and any other appropriate secondary diagnoses. The Contractor’s Providers shall enter the corresponding codes from the International Classification of Diseases (ICD), current revision. All billing documentation shall be in compliance with HIPAA and State Confidentiality Law.

### 3.2.8 Personnel/Staff Management Requirements:

- a. The Contractor shall maintain sufficient personnel for delivery of all medical/somatic services on an ongoing basis as described in this Contract. This will require ongoing recruitment and backup staffing capabilities in order to fill positions that become vacant due to attrition or for any other reason.
- b. The Contractor shall maintain the clerical support services necessary to manage and coordinate the professional services that it provides under this Contract. This includes, but is not limited to, staff scheduling, as well as support services for generating performance-monitoring reports, rendering invoices for Provider services, meeting Minority Business Enterprise documentation requirements, and for any other such personnel management functions necessary for fulfilling the requirements of the contract.
- c. The Contractor shall ensure and be responsible for timely communication (verbal, written, and electronic) between its Providers, itself, and the Center.
- d. The Contractor shall document the time and attendance of each Provider. This information shall be maintained daily and submitted by the Contractor to the Center's designated agent at the end of the month. This documentation shall include information for On-Duty Physicians, Primary Care Physicians, Physician Assistants and Specialty Physicians.
- e. Each Provider's time and attendance must be documented and such documentation submitted with corresponding invoices and billing cycles to justify the Contractor's monthly invoice.
- f. The Contractor's Providers shall maintain logs of all patient encounters on the units or in the Clinics and for any patient services provided off-site. The Providers will submit these logs to the Center's designated agent by no later than the last Business Day of each month.
- g. The Contractor shall publish and make available at least five (5) days in advance of corresponding month, monthly schedules for its Providers and submit these schedules to the Center's designated agent. In case(s) of Provider absence(s), the Contractor shall arrange for and provide replacement coverage.
- h. The Contractor shall also update and revise schedules on a monthly basis, and whenever there is a revision to the schedule, and communicate and distribute them timely to the Hospital Operator, the Clinical Director, the Superintendent, and the Chief of Somatic Services.
- i. The Contractor shall ensure that it is available to the Center on a 24-hour, 7 day/week basis both telephonically and via electronic messaging, for any routine or emergency issues. The Contractor shall designate an operational contact person for this purpose.

### 3.2.9 Equipment/Transportation:

- i. The Contractor or the Contractor's Providers are responsible for their own transportation to, from, and at the Center during their scheduled assignments.
- ii. The Center will provide sphygmomanometers, ophthalmoscopes, electrocardiographic equipment, glucometers, disposable supplies, and any other clinical/diagnostic equipment or supplies to be used as deemed necessary and approved by the Clinical Director. Phlebotomy services are provided by the Center during routine business hours.
- iii. The Center will provide for laboratory/phlebotomy services from 6 a.m. to 4:30 p.m. Monday through Friday (except Holidays) and on an emergency basis during other hours.

iv. The Center will provide cell phones and beepers to all primary and On-Duty Providers.

3.2.10 Continuing Medical Education:

The Contractor shall assure that its Providers maintain continuing medical education credits in their field of practice in a manner consistent with the requirements of the Spring Grove Medical Staff, Maryland licensing authorities, and the Performance Improvement Program. Continuing education credits should be consistent with the assigned duties at SGHC of each Provider.

3.2.11 Supervisory Duties:

The Contractor's employees may be assigned to supervise Physician Assistants' clinical management of the Center's patients, and within that supervisory capacity, may supervise Center employees/staff.

3.2.12. Auditing for Contract Compliance:

DHMH reserves the right to audit, review and assess, by whatever legal procedures the Department deems necessary, the quality of medical care provided by the Contractor and the accuracy of such billings and invoices which are submitted by the Contractor. All services provided by the Contractor's Providers shall be subject to utilization review and medical care evaluation studies in order to meet Medicare and Medicaid requirements, The Joint Commission standards, and the requirements of the Center and its medical staff.

3.2.13 Satisfaction With Service Rendered:

In order to ensure ongoing satisfaction with the quality and quantity of the service provided, the Contract Monitor will meet with the Contractor at the Center approximately six (6) times per year, or more frequently if Contract performance issues arise. During such meetings, the Contractor Monitor will assess the performance of the Contractor based upon the provisions of this Contract, hospital, and medical staff policies and Bylaws, and Performance Improvement activities. Any problem identified concerning quality of performance will be verified in writing by the Contract Monitor and provided to the Contractor. The Contractor will then submit within three days of notification of service performance issues a written Plan of Correction to the Contract Monitor for approval. If the Contract Monitor determines that quality of performance issue may or has led to a life-threatening situation regarding somatic health services, then the Contract Monitor shall address this in writing to the Contractor who shall provide to the Contract Monitor for approval, a remediation plan within 24 hours of notification of performance issue. Failure to provide and implement a remediation plan to the satisfaction of the Contract Monitor, or a written plan of correction for any service performance issue, may be the basis for Contract termination or other Contract action, including reduction or withholding of payment.

3.2.14 Primary Care Services

a. Admission/Annual Examination of Patients:

At the time of admission to the Hospital Center, each patient shall receive a complete physical examination by the Provider. It is estimated that the admissions for FY 2017 will be approximately 375. The Provider must complete the annual physical examinations on all patients who remain in the Hospital over one year. Approximately 225 annual physicals are performed per year.

1. The Contractor's Providers shall provide medically appropriate and cost-effective care to all patients and residents at Spring Grove Hospital Center. Routine inpatient somatic care is currently provided on all the inpatient psychiatric units and on the Secure Post Evaluation Forensic Unit (SPEF). More intensive somatic care is provided on the medical/psychiatry unit (Smith Building). The Contractor's Providers shall provide all

routine preventive care, acute and chronic care, and arrange any diagnostic and specialty procedures necessary to assure the quality of somatic care. The Center's radiology technicians are able to process routine x-ray examinations on-site (approximately 55 per month). Laboratory personnel will draw and process blood samples for diagnostic testing. In addition, EKGs will be taken by technicians furnished by Spring Grove (approximately 60 EKGs per month). The Contractor's Physicians will read and interpret EKGs. Approximately 145 primary care patient encounters are performed each day.

2. Patients who are being discharged from the Center's inpatient service in order to be admitted to one of its residential care units (SPEF) must have a complete physical examination at some time prior to, or at the time of admission to a residential unit, and then annually thereafter. This service, as well as other routine and urgent medical care, is to be provided in the residential care units by the Contractor's Providers.

b. On-Duty Physician Services:

The Contractor shall provide On-Duty Physician services on a 24/7 (24 hours per day, 7 days per week), uninterrupted, on-site basis. On-Duty services include emergency or urgent care of psychiatric and somatic/medical problems, admission of patients during after-hours or on holidays or weekends, and any other somatic or basic psychiatric care that is required to support patients and residents at the Center while the regular staff is not on-site or available. Back-up psychiatric consultation by Spring Grove Hospital Center psychiatrists is available to the On-Duty Physician on a 24/7 basis, and is provided by the Center.

c. Physician Assistant Services:

The Contractor's Physician Assistants shall provide primary care services to the Center's patients and residents, and perform pre-employment physicals on Center employees. All Physician Assistant services shall be monitored and supervised by the Center's Chief of Somatic Services, and the Center's Primary Care Physicians (including the Contractor's Physicians), as delineated by the Chief of Somatic Services. The Contractor's Physician Assistants shall adhere to their licensing/delegation agreements and collaborate regularly and effectively with their Supervising Physicians.

d. Community and Aftercare Services:

For those patients being discharged, or on temporary leave from the Center in the community or at a community facility, who have active medical/surgical problems such that follow-up medical care is required, the Contractor's Providers shall make appropriate referrals for their medical care, and coordinate any arrangements necessary to assure their appropriate ongoing care and treatment. In addition, the Contractor's Providers shall supply written medical summaries, as required, to community care Providers. This process must conform to Maryland law requiring aftercare plans from State Hospital Centers. For those patients remaining at the Center, but who are receiving medical treatment or follow-up at community facilities, the Contractor's Providers shall also arrange and coordinate care between the Center and such facilities.

e. Pre-Employment Examinations:

The Contractor's Providers shall provide pre-employment physical examinations for prospective Spring Grove Hospital Center employees. The Contractor's Providers shall also provide initial assessment of emergency health care for all Spring Grove employees who are on-duty. Non-emergency assessment and urgent health care in the event of employment-related accident, injury, or illness is the responsibility of the Center, and will not be part of this Contract. The average number of pre-employment physical examinations per month is approximately fifteen (15).

### 3.2.15 Primary Care Staffing Requirements:

#### a. Primary Care Physicians:

The Contractor shall provide uninterrupted on-site staffing at SGHC according to the following schedules:

Physician (1) Monday through Friday / 7:00 a.m. to 3:00 p.m.

Physician (1) Monday through Friday / 9:00 a.m. to 5:00 p.m.

Physician (1) Monday through Friday / 11:00 a.m. to 7:00 p.m.

#### b. Physician Assistants:

Physician Assistant (1) Monday through Thursday / 8:00 a.m. to 6:00 p.m.

Physician Assistant (1) Tuesday through Friday / 8:00 a.m. to 6:00 p.m.

#### c. On-Duty Physicians:

The Contractor shall provide uninterrupted, on-site, On-Duty Physician coverage on a 7 day per week, 24-hour per day basis throughout the term of the Contract. The Contractor shall provide On-Duty Physicians according to the following schedule:

Physician (1) 7:00 p.m. to 7:00 a.m. 7 days per week including Saturdays, Sundays and State Holidays (see \* below)

Physician (1) 7:00 a.m. to 7:00 p.m. on Saturdays, Sundays and State Holidays (see\* below).

In addition, the Contractor shall also designate one or more of its Primary Care Physicians to provide On-Duty Physician coverage Monday through Friday 7:00 a.m. to 7:00 p.m. The On-Duty Physician or the designated Primary Care Physician shall be required to evaluate and manage all individuals who present to the Center's Admission Office for admission before 8:00 a.m. and after 4:30 p.m. on Monday through Friday, and on a 24-hour basis on weekends and on State observed holidays. In most instances, these individuals will have been prescreened for admission. The Contractor's Physicians shall complete and document the initial psychiatric evaluation and admit patients to the Center in accordance with the Center's admissions procedures. The Center will provide an admissions coordinator to assist with the admissions process. Physician coverage of the Admission Office is provided by the Center at all other times. In addition, the Center will provide 24/7 psychiatric consultation by telephone, and on-site as required, to the Contractor's Physicians. The Contractor's On-Duty Physician or designated Primary Care Physician shall also provide on-duty coverage on-site, for all other acute and chronic medical problems, on an uninterrupted basis, 24 hours per day/7 days per week.

\*State Holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas, and General Election Days when applicable.

### 3.2.16 Specialty Medical/Surgical/Radiology Physicians:

The Contractor's Providers shall also provide on-site Clinics (see definition in Section 1.2) on a regular schedule during routine business hours (8 a.m. to 4:30 p.m. Monday through Friday). The schedule of Clinics is set by the Center. While back-up services may also be required and developed to serve patients at off-site locations while still maintaining maximum convenience to the Center and its patients, every effort

should be made by the Contractor to provide required services through regularly scheduled on-site clinics. Delineation of Clinical Privileges for all Specialties is Attachments Q-Z.

**The following reflect data for the Specialty Clinics for the year 2015:**

<u>Clinic</u>	<u>No. of Patients Scheduled</u>	<u>No. of Patients Seen</u>	<u>No. of Clinics Held</u>
Cardiology	230	105	28
General Surgery	125	60	11
GYN	231	82	38
Ophthalmology	454	215	36
Orthopedics	134	73	12
Podiatry	620	356	24
Urology	165	101	13
Radiology	1023	625	155

**The schedule of Clinics is as follows per a 28-day cycle:**

Cardiology	1 Clinic
General Surgery	1 Clinic
GYN	2 Clinic
Ophthalmology	3 Clinics
Orthopedics	1 Clinic
Podiatry	2 Clinics
Urology	1 Clinic
*Radiology	20 half-Clinics

Each Cession shall consist of a period of up to 3 consecutive hours (a half-Clinic comprising up to 1.5 consecutive hours) on-site at the discretion of, and as scheduled by the Center from 8:00 a.m. to 4:30 p.m., Monday through Friday. The Center reserves the right to cancel or reschedule individual Clinics, if circumstances warrant (e.g. low patient volume, scheduling problems, etc.), giving 72 hours advance notice to the Contractor and/or its Providers. The Center will not be obligated to pay for Clinics that are cancelled by the Center with 72 hours' notice to the Contractor.

\*The Contractor shall arrange for Tele-radiology services (X-ray readings) from 8:00 a.m. to 4:30 p.m. Monday through Friday. These Tele-radiology services shall be deemed to be off-site Clinics. These off-site Clinics shall be equivalent to on-site half-Clinics (1.5 hours). These hours shall be distributed as needed Monday through Friday. X-ray reports shall be reported and transmitted to the Center on a daily basis within 24 hours from receipt of the X-ray images. Upon special request, emergency X-ray readings (8:00 a.m. to 4:30 p.m. Monday through Friday) shall be available to the Center's Providers in an expedited manner with an expected turnaround time of less than 2 hours.

### **3.3 Security Requirements**

#### **3.3.1 Employee Identification**

- (a) 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 authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) 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 badge issuance, and wearing the badge in a visible location at all times.

### 3.3.2 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the Contract Monitor. The Contractor shall provide a copy of the criminal background check to the Center.

### 3.3.3 Information Technology

For purposes of this solicitation and the resulting Contract:

- (a) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., Com. Law § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 10-1301(c).
- (b) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.
- (c) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
- (d) The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.3.4 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- (a) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- (b) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor's system configuration files.
- (c) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (d) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (e) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (f) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- (g) Ensure State data under this service is not processed, transferred, or stored outside of the United States.

- (h) Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- (i) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- (j) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy:  
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- (k) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- (l) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- (m) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- (n) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- (o) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

### 3.3.5 Contingency / Disaster Recovery Plans

- (a) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

- (b) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored immediately after a disruption to avoid unacceptable consequences due to the unavailability of services. Services to the Center are on a 24-7 basis.
- (c) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.
- (d) Such contingency and disaster recovery plans shall be available for the Department to inspect and to practically test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of the Contract.

### 3.3.6 Incident Response Requirement

- (a) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- (b) The Contractor shall notify the Contract Monitor within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.
- (c) The Contractor shall notify the Contract Monitor within 1 Business Day if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The Contractor, within one (1) Business Day of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
  - 1. the nature of the unauthorized use or disclosure;
  - 2. the Sensitive Data used or disclosed;
  - 3. who made the unauthorized use or received the unauthorized disclosure;
  - 4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6. the Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a

breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

(g) This Section 3.3.3.3 shall survive expiration or termination of the Contract.

### **3.4 Insurance Requirements**

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance 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, with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with a minimum limit of \$5,000,000 per claim and annual aggregate
- 3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.4.4 The Contractor shall maintain Crime Insurance to cover employee theft with minimum single loss limit of \$1,000,000 per loss, and a single loss retention not to exceed \$10,000.
- 3.4.5 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - b. Commercial General Liability as required in Section 3.4.1.
  - c. Errors and Omissions/Professional Liability as required in Section 3.4.2.
  - d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.3.
  - e. Crime Insurance as required in Section 3.4.4.
- 3.4.6 The "State of Maryland, its officers, employees and agents" shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund). 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 30 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 15 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.

- 3.4.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

### **3.5 Problem Escalation Procedure**

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

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

- 3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PE2P. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
- The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

### **3.6 Invoicing**

#### **3.6.1 General**

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:
- Contractor name and address;
  - Remittance address;
  - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);

- Invoice period (i.e. time period during which services covered by invoice were performed);
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

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

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or 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. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. 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 through 15-223 and with COMAR 21.10.02.

### 3.6.2 Invoice Submission Schedule

- a. All invoices for services shall be signed by the Contractor and submitted to the address identified on the Billing Invoice (see following page) at the end of the 28-day cycle and include the following information:
- Contractor’s name;
  - Remittance address;
  - Federal taxpayer identification number (or if sole proprietorship, individual’s social security number);
  - Invoice Period;
  - Invoice date;
  - Invoice number;
  - State assigned Contract number;
  - State assigned (Blanket) Purchase Order number(s);
  - Goods or services provided; and
  - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information and the supporting documentation specified in Section 3.2.8 e. An invoice prepared by Spring Grove Hospital Center (see following page) is to be used for all invoicing.

- b. The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or 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 by the Contractor, shall be in accordance with the provisions of Maryland Code Ann. St. Fin. & Procedure §15-215 through §15-223 and COMAR 21.10.02.

**BILLING INVOICE**

**TO: Spring Grove Hospital Center  
 Attention: Clinical Director's Office  
 55 Wade Avenue  
 Catonsville, Maryland 21228**

**CONTRACTOR'S NAME:** \_\_\_\_\_  
**CONTRACTOR'S ADDRESS:** \_\_\_\_\_  
**CONTRACTOR'S FEDERAL TAX NO.** \_\_\_\_\_  
**INVOICE PERIOD:** \_\_\_\_\_  
**INVOICE DATE:** \_\_\_\_\_  
**INVOICE NUMBER:** \_\_\_\_\_  
**CONTRACT NUMBER: DHMH-** \_\_\_\_\_  
**STATE ASSIGNED (Blanket) PURCHASE ORDER NO.** \_\_\_\_\_

**SERVICE**

<b><u>Monday-Friday:</u></b>	<b><u>AMOUNT PER SHIFT</u></b>	<b><u># OF SHIFTS WORKED</u></b>	<b><u>TOTAL FOR 4-WEEK PERIOD</u></b>
1 Physician 7 am-3 pm	\$ _____	_____	\$ _____
1 Physician 9 am-5 pm	\$ _____	_____	\$ _____
1 Physician 11 am-7 pm	\$ _____	_____	\$ _____
1 Physician 7 pm-7 am	\$ _____	_____	\$ _____

**Monday-Thursday:**

1 Physician Assistant 8 am-6 pm	\$ _____	_____	\$ _____
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**Tuesday-Friday**

1 Physician Assistant 8 am-6 pm	\$ _____	_____	\$ _____
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**Saturday & Sunday:**

1 Physician 7 am-7 pm	\$ _____	_____	\$ _____
1 Physician 7 pm-7 am	\$ _____	_____	\$ _____

**Holidays:**

1 physician 7 am-7 pm	\$ _____	_____	\$ _____
1 Physician 7 pm-7 am	\$ _____	_____	\$ _____

**Staffing for Specialty Services:**

	<b><u>AMOUNT PER FULL CLINIC</u></b>	<b><u>NO. OF FULL CLINICS HELD 4-WEEK PERIOD</u></b>	<b><u>TOTAL FOR 4-WEEK PERIOD</u></b>
Cardiology	\$ _____	_____	\$ _____
General Surgery	\$ _____	_____	\$ _____
GYN	\$ _____	_____	\$ _____
Ophthalmology	\$ _____	_____	\$ _____
Orthopedics	\$ _____	_____	\$ _____
Podiatry	\$ _____	_____	\$ _____
Radiology	\$ _____	_____	\$ _____
Urology	\$ _____	_____	\$ _____

**TOTAL PRICE FOR 28-DAY PERIOD:**

**\$ \_\_\_\_\_**

### 3.7 MBE Reports

If this solicitation includes an MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-4B** (*if applicable*), the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (c) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

### 3.8 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

### 3.9 SOC 2 Type 2 Audit Report

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

### 3.10 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. **The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.**

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## **SECTION 4 – BID FORMAT**

### **4.1 One Part Submission**

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope. The Bidder shall include an electronic version (e.g., USB flash drive or CD) of its entire bid submission in the sealed package/envelope.

### **4.2 Labeling**

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

### **4.3 Bid Price Form**

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

### **4.4 Required Bid Submissions**

Bidders shall include the following with their Bid:

#### **4.4.1 Transmittal Letter:**

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

In addition, the Transmittal Letter shall indicate whether the Bidder is the subsidiary of another entity, and if so, whether all information submitted by the Bidder pertains exclusively to the Bidder. If not, the subsidiary Bidder shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

#### 4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

#### 4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

- a. Completed Bid Form (**Attachment F**).
- b. Completed Bid/Proposal Affidavit (**Attachment B**).
- c. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

#### 4.4.4 **Additional Documents \*If Required:** Submit three (3) copies of each with original signatures, if required. \* See appropriate IFB Section to determine whether the document is required for this procurement:

- a. A Signed Statement from the Bidder’s Parent Organization Guaranteeing Performance of the Bidder. **\*see Section 1.22**
- b. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) **\*see Section 1.33**.
- c. Completed Federal Funds Attachment (**Attachment H**) **\*see Section 1.35**.
- d. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) **\*see Section 1.36**.
- e. Completed Mercury Affidavit (**Attachment L**) **\*see Section 1.40**.
- f. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment M-1**) **\*see Section 1.41**.
- g. Completed Location of the Performance of Services Disclosure (**Attachment N**) **\*see Section 1.42**.

#### 4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past three (3) years and shall include the following information:

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

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

#### 4.4.6 **List of Current or Prior State Contracts:**

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

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. 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 Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

#### 4.4.7 **Financial Capabilities:**

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

#### 4.4.8 **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

#### 4.4.9 **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

#### 4.4.10 **Legal Action Summary:**

This summary shall include:

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

## **4.5 Reciprocal Preference**

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

- The Maryland resident business is a responsible Bidder;

- The most advantageous Bid is from a responsible Bidder whose principal office or principal operations through which it would provide the services required under this IFB is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident 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.

#### **4.6 Delivery**

Bidders may either mail or hand-deliver Bids.

4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. 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. 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 and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom..

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

#### **4.7 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- signed Contract (**Attachment A**),
- completed Contract Affidavit (**Attachment C**),
- completed MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; \*see **Section 1.33**,
- MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C**), if a waiver has been requested (if applicable; \*see **Section 1.33**),
- signed Non-Disclosure Agreement (**Attachment J**), if applicable; \*see **Section 1.37**,
- signed HIPAA Business Associate Agreement (**Attachment K**), if applicable; \*see **Section 1.38**,
- completed VSBE **Attachment M-2**, if applicable \*see **Section 1.41**,
- completed DHR Hiring Agreement, **Attachment O**, if applicable \*see **Section 1.43**, and
- copy of a Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; \*see **Section 3.4**.

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## **IFB ATTACHMENTS**

### **ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Bid.

### **ATTACHMENT C – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

### **ATTACHMENT D – Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Bidder's Bid or the Bid will be deemed non-responsive and rejected. Within 10 Business Days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3A/B.

### **ATTACHMENT E – Pre-Bid Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

### **ATTACHMENT F – Bid Form Instructions and Bid Form**

The Bid Form must be completed and submitted with the Bid.

### **ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

### **ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

### **ATTACHMENT I – Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

### **ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

### **ATTACHMENT K – HIPAA Business Associate Agreement**

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

### **ATTACHMENT L – Mercury Affidavit**

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

**ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Bid. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT N – Location of the Performance of Services Disclosure**

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT P- Delineation Clinical Privileges: Physician’s Assistant**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT Q: Delineation Clinical Privileges: Specialty-Urology**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT R: Delineation of Clinical Privileges: Specialty General Surgeon**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT S-Delineation of Clinical Privileges: General Somatic**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT T: Delineation of Clinical Privileges: OB/GYN**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT U: Delineation of Clinical Privileges: Ophthalmology**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT V: Delineation of Clinical Privileges: Orthopedic**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT W: Delineation of Clinical Privileges: Primary Care**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT X: Delineation of Clinical Privileges: Podiatry**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT Y: Delineation of Clinical Privileges: Radiology**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT Z: Delineation of Clinical Privileges: Cardiology**

Prior to the assumption of clinical duties, it is required that this form be completed and submitted, (see Section 3.2.2. Staff Credentials & Clinical Privileging.

**ATTACHMENT aa: Position Description –Primary Care Physician**

See Section 3.2.2. Staff Credentials & Clinical Privileging

**ATTACHMENT bb: Position Description-On-Duty Physician**

See Section 3.2.2. Staff Credentials & Clinical Privileging **ATTACHMENT cc: Position Description-Physician’s Assistant**

See Section 3.2.2. Staff Credentials & Clinical Privileging

**ATTACHMENT dd: Position Description-Specialty Physicians** Section 3.2.2. Staff Credentials & Clinical Privileging

**ATTACHMENT ee: Maryland Hospital Credentialing Application**

Section 3.2.2. Staff Credentials & Clinical Privileging

## ATTACHMENT A – CONTRACT

### SOMATIC SERVICES SPRING GROVE HOSPITAL CENTER

THIS CONTRACT (the “Contract”) is made this (“X<sup>th</sup>”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Department of Health and Mental Hygiene.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

#### 1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the Department of Mental Hygiene.
- 1.4 “Contract Monitor” means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.
- 1.5 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.6 “Department” means the Department of Health and Mental Hygiene.
- 1.7 “IFB” means the Invitation for Bids for Somatic Services Solicitation DHMH OPASS 17-17058, and any addenda thereto issued in writing by the State.
- 1.8 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.9 “State” means the State of Maryland.

#### 2. Scope of Contract

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

Exhibit A – The IFB

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

Exhibit C – The Bid

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 IFB. 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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### **3. Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately five (5) years beginning December 1<sup>st</sup>, 2016 and ending on November 30, 2021.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### **4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal.

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 or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 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 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

## **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 made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## **6. Exclusive Use**

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

## **7. Patents, Copyrights, and 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 attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) 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. Confidential or Proprietary Information and Documentation**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

## **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 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

- 10.3 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 performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

## **11. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **12. Disputes**

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

## **13. Maryland Law**

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.
- 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the

employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, 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 21.07.01.12A(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, interruptions, interferences, 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 thirty (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, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

**24. Documents Retention and Inspection Clause**

The Contractor and subcontractors 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 or federal retention requirements (such as HIPAA), 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

## **25. Right to Audit**

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.
- 25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).
- 25.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.
- 25.5 This Section shall survive expiration or termination of the Contract.

## **26. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 26.1 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;
- 26.2 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;
- 26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **27. 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/Proposal.

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/Proposal, was inaccurate, incomplete, or not current.

## **28. Subcontracting; Assignment**

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

## **29. Liability**

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

- 29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- 29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 29.3 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 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.

## **30. Commercial Nondiscrimination**

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described 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, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or 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 the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at 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 Contract between the Contractor and subcontractor, due to be distributed to the subcontractor; and
  - b. An amount withheld because of issues arising out of a Contract or occurrence unrelated to the Contract 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 (MBE) program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

- 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 thirty (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 thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- 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, then the Department may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- 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. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**33. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

**34. Contract Monitor and Procurement Officer**

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

**35. Notices**

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

If to the State: Aaron L. Street, Director  
Office of Procurement and Support Services

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**36. Liquidated Damages**

36.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 36.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$10.00 per day until the monthly report is submitted as required.
- 36.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$10.00 per MBE subcontractor.
- 36.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- 36.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- 36.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: \$10.00 per day until the undisputed amount due to the subcontractor is paid.

36.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

### **37. 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 C.F.R. 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 the Department 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.

### **38. Confidentiality of Health and Financial Information**

The Contractor agrees to keep information obtained in the course of this contract confidential in compliance with \_\_\_\_\_. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes 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. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

### **39. Compliance with HIPAA and State Confidentiality Law**

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

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

39.2 If in connection with the procurement or at any time during the term of the Contract, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form required by the Department.

39.3 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and 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.

#### **40. Compliance with Federal HIPAA and State Confidentiality Law**

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

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

40.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.

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

#### **41. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

#### **42. Miscellaneous**

42.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

42.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

**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: Van T. Mitchell  
Or designee:

\_\_\_\_\_  
Date

\_\_\_\_\_  
  
\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

### A. AUTHORITY

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror 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, sexual identity, 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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror 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/Offeror 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/Offeror 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/Offeror 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/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/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/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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

#### B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

**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):

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**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/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/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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7205, Fraud and False Statements, or
  - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) 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)—(14) 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):

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**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).

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**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):

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**G. SUBCONTRACT 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/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/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/Proposal 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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- 2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. 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/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)

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**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, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

#### 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/Proposal, 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 \_\_\_\_\_, 201\_\_\_\_, 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)

## ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

### MBE ATTACHMENT D-1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE - INSTRUCTIONS

#### PLEASE READ BEFORE COMPLETING THIS DOCUMENT

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE Prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance:** Please note that when a certified MBE firm participates as a Prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
  - ✓ In order to receive credit for self-performance, an MBE Prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE Prime is self-performing and include information regarding the work it will self-perform.
  - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE Prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
  - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B Waiver Guidance**, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
  - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA’s website ([www.goma.maryland.gov](http://www.goma.maryland.gov)) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own workforce towards fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
  7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
  8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
  9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Bid will be deemed not responsive, or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**SUBGOALS (IF APPLICABLE)**

**TOTAL AFRICAN AMERICAN MBE PARTICIPATION:** \_\_\_\_\_ %

**TOTAL ASIAN AMERICAN MBE PARTICIPATION:** \_\_\_\_\_ %

**TOTAL HISPANIC AMERICAN MBE PARTICIPATION:** \_\_\_\_\_ %

**TOTAL WOMEN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

**OVERALL GOAL**

**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES):** \_\_\_\_\_ %

**MBE ATTACHMENT D-1A**  
**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**  
**& MBE PARTICIPATION SCHEDULE**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.**

In connection with the Bid/Proposal submitted in response to Solicitation No. DHMH OPASS 17-17058, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 5% percent. :

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Business Days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	PROJECT/CONTRACT NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)**

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime’s own workforce: _____</p> <p>_____</p>
--	---

**SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)**

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned    <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned    <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned    <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned    <input type="checkbox"/> Women-Owned</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

<input type="checkbox"/> Other MBE Classification	<hr/> <hr/>
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: <hr/> <hr/> <hr/> <hr/> <hr/>
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: <hr/> <hr/> <hr/> <hr/> <hr/>
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: <hr/> <hr/> <hr/> <hr/> <hr/>

(Continue on separate page if needed)

**I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.**

\_\_\_\_\_  
Bidder/Offeror Name  
*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

## **MBE ATTACHMENT D-1B** **WAIVER GUIDANCE**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### **I. Definitions**

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the Bid/Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

## **II. Types of Actions Agency will Consider**

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### **A. Identify Bid/Proposal Items as Work for MBE Firms**

#### **1. Identified Items of Work in Procurements**

(a) Certain procurements will include a list of Bid/Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### **2. Identified Items of Work by Bidders/Offerors**

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a Prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

### **B. Identify MBE Firms to Solicit**

#### **1. MBE Firms Identified in Procurements**

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### **2. MBE Firms Identified by Bidders/Offerors**

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

## **C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to Bid/Proposal opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

## **D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

- (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
- (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

- (d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;

- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

- (f) the number of quotes received by the Bidder/Offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.

7. A Bidder/Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

- (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

**E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

**III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

**A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

**B. Outreach/Solicitation/Negotiation**

1. The record of the Bidder’s/Offeror’s compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

**C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)**

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**MBE ATTACHMENT D-1B - Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
 \_\_\_\_\_ (Name of Minority firm)  
 located at \_\_\_\_\_  
 \_\_\_\_\_ (Number) \_\_\_\_\_ (Street)  
 \_\_\_\_\_  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_  
 in \_\_\_\_\_ County by \_\_\_\_\_  
 \_\_\_\_\_ (Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the  
 work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

_____	_____	_____
<b>Signature of Minority Firm's MBE Representative</b>	<b>Title</b>	<b>Date</b>

_____	_____
MDOT CERTIFICATION #	TELEPHONE #



3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____	_____	_____
Signature of Prime Contractor	Title	Date

**MBE ATTACHMENT D-1C**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE \_\_ OF \_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SOLICITATION NUMBER</b>

**PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.**

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE  
TO MBE FIRMS**

PAGE \_\_ OF \_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SOLICITATION NUMBER</b>

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Bid/Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

<b>Identified Items of Work</b>	<b>Was this work listed in the procurement?</b>	<b>Does Bidder/Offeror normally self-perform this work?</b>	<b>Was this work made available to MBE Firms? If no, explain why?</b>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE \_\_\_ OF \_\_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SOLICITATION NUMBER</b>

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see **Attachment D-1B – Exhibit A**). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

<b>Name of Identified MBE Firm &amp; MBE Classification</b>	<b>Describe Item of Work Solicited</b>	<b>Initial Solicitation Date &amp; Method</b>	<b>Follow-up Solicitation Date &amp; Method</b>	<b>Details for Follow-up Calls</b>	<b>Quote Rec'd</b>	<b>Quote Used</b>	<b>Reason Quote Rejected</b>
<b>Firm Name:</b> <hr/> <b>MBE Classification</b> (Check only if requesting waiver of MBE subgoal.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b> <hr/> <b>MBE Classification</b> (Check only if requesting waiver of MBE subgoal.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE \_\_ OF \_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SOLICITATION NUMBER</b>

This form must be completed if Part 2 indicates that an MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

<b>Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Bid/Proposal)</b>	<b>Self-performing or Using Non-MBE (Provide name)</b>	<b>Amount of Non-MBE Quote</b>	<b>Name of Other Firms who Provided Quotes &amp; Whether MBE or Non-MBE</b>	<b>Amount Quoted</b>	<b>Indicate Reason Why MBE Quote Rejected &amp; Briefly Explain</b>
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**MBE ATTACHMENT D-2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Bid/Proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

---

---

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2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

---

---

---

4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS): \_\_\_\_\_

---

---

---

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-Bid/pre-Proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-Bid/pre-Proposal conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MBE ATTACHMENT D-3A**

## **MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State Contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$\_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) 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/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/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/Proposal.

<p><b>PRIME CONTRACTOR</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p><b>SUBCONTRACTOR</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
---	--

**MBE ATTACHMENT D-3B**  
**MBE PRIME - PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such MBE Prime Contractor intends to perform with its own forces at least \$\_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p><b>MBE PRIME CONTRACTOR</b>  Signature of Representative: _____  Printed Name and Title: _____  Firm's Name: _____  Federal Identification Number: _____  Address: _____  Telephone: _____  Date: _____</p>
--

**MBE ATTACHMENT D-4A**

## Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____  Reporting Period (Month/Year): _____  <b>Prime Contractor: Report is due to the MBE Liaison by the 10<sup>th</sup> of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b>		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
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<b>Total Dollars Paid: \$</b>		_____																																					
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1.																																							
2.																																							
3.																																							
4.																																							
<b>Total Dollars Unpaid: \$</b>		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____ Contracting Unit and Address: _____ _____
---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)

### MBE ATTACHMENT D-4B

## Minority Business Enterprise Participation MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>MBE Prime Contractor: Report is due to the MBE Liaison by the ___ of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
--	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

Invoice Number	Value of the Work	NAICS Code	Description of the Work

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____ Contracting Unit and Address: _____ _____ _____ _____
---

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 (Required)

**MBE ATTACHMENT D-5**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the ___ of the month following the month the services were performed.</b>	Contract #: _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:		E-mail:																													
Address:																															
City:	State:	ZIP:																													
Phone:	Fax:																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice Amt</u>	<u>Date</u>																													
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<b>Total Dollars Paid: \$</b> _____																															
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Unpaid: \$</b> _____																															
Prime Contractor:		Contact Person:																													

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____ Contracting Unit and Address: _____ _____ _____ _____
---

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 (Required)

**ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM**

**Solicitation Number DHMH OPASS 17-17058  
SOMATIC SERVICES**

A Pre-Bid Conference will be held at the date, time, and location indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Coordinator. The Procurement Coordinator’s contact information is provided in the IFB Key Information Summary Sheet.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

---

Signature

Title

---

Name of Firm (please print)

## ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB 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.
- D) Any goods or services required through this IFB 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**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.
- L) The Department intends to make a Single Awards as a result of this solicitation. The Contract resulting from this IFB shall be an Indefinite Quantity Contract with Firm Fixed Unit Prices in accordance with COMAR 21.06.03.06
- M) A "cycle" is defined as 28 days-the equivalent of four (4) weeks. Since there are 365 days in a year, there are slightly over thirteen (13) "cycles" per year. The contract resulting from this Invitation for Bid (IFB) is for five (5) years, and therefore, represents sixty-five (65) "cycles."

- N) The State reserves the right to increase or decrease the number of specialty clinics based on the facility's needs.

**THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY**



**ATTACHMENT F – BID FORM (2 of 2)**

Submitted By:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Bidder Name : \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Location(s) from which services will be performed (City/State): \_\_\_\_\_

FEIN: \_\_\_\_\_ eMM # \_\_\_\_\_

Bidder Contact Information: Telephone: (\_\_\_\_) \_\_\_\_ -- \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ -- \_\_\_\_\_

E-mail: \_\_\_\_\_

## ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

### Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

### Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. \_\_\_\_\_

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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland 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 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 H - FEDERAL FUNDS ATTACHMENT**

This solicitation does not include a Federal Funds Attachment.

**ATTACHMENT I – 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 a Bidder/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/Proposal is made.

C. The Bidder/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 Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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 Bidder/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 BID/PROPOSAL**

## ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through Department of Health and Mental Hygiene the “Department”), and \_\_\_\_\_ ( the “Contractor”).

### RECITALS

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Somatic Services, Solicitation DHMH OPASS 17-17058; and

**WHEREAS**, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former

Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
  - f. The Recitals are not merely prefatory but are an integral part hereof; and
  - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: \_\_\_\_\_

Department of Health and Mental Hygiene

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1**

**LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

## ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Department of Health and Mental Hygiene and \_\_\_\_\_ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has 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 privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), 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:

#### DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).

2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Department of Health and Mental Hygiene.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

#### **PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.**

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

## DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
  - 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
  - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
    - A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) 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 C.F.R. Part E within fifteen (15) 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;
    - B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
    - C. Is in substantially the same form as **ATTACHMENT K-1** attached hereto; and
    - D. Includes a draft letter for the Covered Entity to utilize to notify the affected 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:
      - i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
      - ii) 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);

- iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  - iv) 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
  - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Somatic Services, Solicitation DHMH OPASS 17-17058 ), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- 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; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  2. 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.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this 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, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

## **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 HIPAA rules and any other applicable law.

## **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 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 PHI, 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 and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules 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:

Name: Ramiek James, Esq.  
Certified Fraud Examiner (CFE)  
Privacy Officer and Compliance Analyst

Address: DHMH-Office of the Inspector General  
201 West Preston Street, 5<sup>th</sup> Floor  
Baltimore, Maryland 21201

Email: ramiek.james@Maryland.gov

Phone: 410-767-5411

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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: \_\_\_\_\_

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Department of Health and Mental Hygiene and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies Department of Health and Mental Hygiene 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 L – MERCURY AFFIDAVIT**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**ATTACHMENTS M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

**(submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. \_\_\_\_\_, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
  - \_\_\_ have plans
  - \_\_\_ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

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- b. Reasons why it is necessary or advantageous to perform services outside the United States:

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The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

**ATTACHMENT O – DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.



**ATTACHMENT Q – DELINEATION OF CLINICAL PRIVILEGES – SPECIALTY SOMATIC MEDICINE**



## Spring Grove Hospital Center

Name:

**Delinedated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

### **Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Urology:** Core Privileges: Provide consultation in urology to other members of the medical staff; physical examination of the patient; perform and interpret routine or minimally invasive urological diagnostic procedures and provide treatment interventions of an uncomplicated nature in urology; and urinary catheterization. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.



**ATTACHMENT R – DELINEATION OF CLINICAL PRIVILEGES – SPECIALTY SOMATIC MEDICINE**



## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **General Surgeon:** Core Privileges: General surgery consultation to non-general surgeon members of the medical staff; physical examination of patients; perform and interpret routine or minimally invasive diagnostic procedures and provide treatment interventions of an uncomplicated nature in general surgery; nasogastric tube placement; endoscopy; debridement of superficial wounds; excision of superficial lesions; soft tissue injection; removal of superficial foreign bodies; suture/closure of simple lacerations. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.



**ATTACHMENT S – DELINEATION OF CLINICAL PRIVILEGES – GENERAL SOMATIC MEDICINE**



## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Somatic Medicine**

\_\_\_\_\_ **Privilege to Admit Patients to the Hospital Center:**

In order to admit a patient to an inpatient or assisted living treatment unit at Spring Grove Hospital Center, an applicant must have the following core skills, training and experience for all age groups (13 through senescence):

- The ability to take an initial psychiatric history and conduct an adequate initial mental status examination, formulate a preliminary multi-axial diagnosis, and create a medically necessary and appropriate initial treatment plan for patients in all ages groups served by the hospital (ages 13 through senescence), pending reassessment within 24-hours by a psychiatrist with privileges to provide a comprehensive psychiatric assessment and to assign a formal psychiatric diagnosis. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Graduation from an accredited U.S. medical school, or graduation from a foreign medical school with ECFMG certification.
- Completion of an internship at a training program accredited by the Accreditation Council for Graduate Medical Education or similar national accrediting body in the U.S.
- Current licensure to practice medicine in the State of Maryland.

\_\_\_\_\_ **Core Privileges in Somatic Medicine**

*Note: Individuals who hold core privileges in somatic medicine at Spring Grove Hospital Center are expected to seek supervision and/or consultation when unusual or complex cases are encountered.*

In order to gain privileges to provide diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following core skills, training and experience for all age groups (13 through senescence):

- Ability to gather a comprehensive medical history, including a history of present illness and a formal review of systems. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to perform a detailed physical examination of a patient. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to order and, as appropriate, interpret routine diagnostic tests. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to evaluate and treat uncomplicated somatic illnesses and conditions. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to perform routine primary care diagnostic procedures. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to perform EKG reviews, pending subsequent interpretation by a Provider with special privileges in cardiology. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to place ("N.G.") tubes. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to suture uncomplicated wounds. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Ability to place urethral catheters. For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's internship or residency training program, if the applicant's matriculation in the internship or residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.
- Graduation from an accredited U.S. medical school, or graduation from a foreign medical school with ECFMG certification.
- Completion of an internship at a training program accredited by the Accreditation Council for Graduate Medical Education or similar national accrediting body in the U.S.
- Current license to practice medicine in the State of Maryland.

**Attestation:** I hereby affirm that this application contains no willful misrepresentations of falsification. I also hereby affirm that I am fully qualified to execute the privilege or privileges that I have requested above. I am aware that misrepresentation or falsification of this application will result in denial of appointment or reappointment to, or in revocation of membership in, the medical staff.

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Name (please Print)

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Signature

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Date

**Medical Staff Executive Committee Determination:**

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Chair,  
Medical Staff Executive Committee

\_\_\_\_\_  
Date

**Governing Body Representative Determination:**

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Governing Body Representative

\_\_\_\_\_  
Date



## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Obstetrics and Gynecology (“OB/GYN”):** Core Privileges: Consultation to non-ob/GYN members of the medical staff; physical examination of the patient; perform and interpret routine or minimally invasive ob/gyn diagnostic procedures and provide treatment interventions of an uncomplicated nature in ob/GYN; Routine gynecologic examinations; PAP smears and cervical examination; Incision and drainage of superficial abscesses; excision of superficial lesions; removal of superficial embedded foreign bodies or foreign bodies in the vagina or rectum. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.



**ATTACHMENT U – DELINEATION OF CLINICAL PRIVILEGES – SPECIALTY SOMATIC  
MEDICINE**



## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delinedated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Ophthalmology:** Core Privileges: Consultation to non-ophthalmologist members of the medical staff; physical examination of the patient; perform and interpret routine or minimally invasive ophthalmologic diagnostic procedures and provide treatment interventions of an uncomplicated nature in ophthalmology; refractive examinations of the eyes; tonometry; and medical ophthalmology. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant's residency training program, if the applicant's matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.



**ATTACHMENT V – DELINEATION OF CLINICAL PRIVILEGES – SPECIALTY SOMATIC  
MEDICINE**



## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Orthopedic Surgery:** Core Privileges: Consultation to non-orthopedic surgeon members of the medical staff; physical examination of the patient; perform and interpret routine or minimally invasive orthopedic surgery diagnostic procedures and provide treatment interventions of an uncomplicated nature in orthopedic surgery; arthrocentesis; suture/closure of simple lacerations; removal of superficial foreign bodies; splint/cast of simple fractures; soft tissue injection; excision of superficial lesions; debridement of superficial wounds; and incision and drainage of superficial abscesses. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.



**ATTACHMENT W– DELINEATION OF CLINICAL PRIVILEGES – SPECIALTY SOMATIC MEDICINE**



## Spring Grove Hospital Center

Name:

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

### **Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

  x   **Primary Care Medicine:** Core Privileges: Provide consultation in primary care medicine to other members of the medical staff; assume primary responsibility for a patient’s primary care somatic services needs and, within this capacity, coordinate as the somatic services case manager all other specialty somatic services that may be required, and serve as a liaison between the specialty somatic providers and the patient’s attending psychiatrist; refer patients for non-emergency off-grounds specialty services by health care providers approved by the medical staff. Qualifications: For initial appointment, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years, and must provide attestation of current competence in the core privileges for Primary Care Medicine from at least two peers with current knowledge, based upon personal observation or peer review activities.



**ATTACHMENT X – DELINEATION OF CLINICAL PRIVILEGES – SPECIALTY SOMATIC MEDICINE**



## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Podiatry:** Core Privileges: Provide consultation in podiatry to other members of the medical staff; physical examination of the patient; perform and interpret routine or minimally invasive podiatric diagnostic procedures and provide treatment interventions of an uncomplicated nature in podiatry; arthrocentesis; routine podiatric care, such as management of dystrophic nails, corns and calluses; suture/closure of simple lacerations; removal of superficial foreign bodies; splint/cast of simple fracture; soft tissue injection; excision of superficial lesions; debridement of superficial wounds; and incision and drainage of superficial abscess. Qualifications: For initial appointment, the applicant must provide verified proof of graduation from podiatry school and verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.





## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Radiology:** Core Privileges: Provide consultation in Radiology to other members of the medical staff; physical examination of the patient; perform and interpret routine or minimally invasive radiographic diagnostic procedures and provide treatment interventions of an uncomplicated nature in radiology. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.





## Spring Grove Hospital Center

Name: \_\_\_\_\_

**Delineated Clinical Privileges, and Qualifying Credentials Requirements:**

*Please Check Requested Privilege(s) in the Space Provided*

**Specialized Privileges in Somatic Medicine**

In order to gain privileges to provide specialized somatic medicine diagnostic and medical management services at Spring Grove Hospital Center, an applicant must have the following additional core skills, training and experience, for all age groups (13 through senescence): Completion of an approved residency program in the specialty (“Board Eligibility”) or Board Certification in the Specialty (except for Podiatry). In the case of privileges in Primary Care Medicine, the applicant must have completed an approved residency in any of the following areas: Internal Medicine, Family Practice, Emergency Medicine; or the applicant must have completed an approved residency in another area, but must have been actively engaged in the practice of primary care (general) medicine for at least three of the past six years.

\_\_\_\_\_ **Cardiology:** Core Privileges: Cardiology consultation to non-cardiologists; physical examination of patients; perform and interpret routine or minimally invasive cardiac diagnostic procedures and provide treatment interventions of an uncomplicated nature in cardiology; and EKG interpretation. Qualifications: For initial appointment, the applicant must provide verified attestation of competency in these areas from the applicant’s residency training program, if the applicant’s matriculation in the residency program has occurred within the past five years; or from at least two peers with current knowledge, based upon personal observation or peer review activities. For reappointment, the aggregated peer review data must demonstrate current competency in these areas.

**Attestation:** I hereby affirm that this application contains no willful misrepresentations or falsification. I also hereby affirm that I am fully qualified to execute the privilege or privileges that I have requested above. I am aware that misrepresentation or falsification of this application will result in denial of appointment or reappointment to, or in revocation of membership in, the medical staff.

\_\_\_\_\_  
Name (please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Medical Staff Executive Committee Determination:**

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Chair,  
Medical Staff Executive Committee

\_\_\_\_\_  
Date

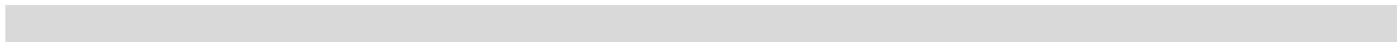
**Governing Body Representative Determination:**

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Governing Body Representative

\_\_\_\_\_  
Date



**POSITION DESCRIPTION  
PRIMARY CARE PHYSICIAN**

**General Description**

Will be under the direction of the Chief of Somatic Services. These services are expected to be both competent and cost-effective. Furthermore, these services will be expected to be provided in accordance with the current standards of medical practice in such settings, and in accordance with all requirements or guidelines pertaining to any applicable regulatory agencies, accrediting bodies, or committees within or outside of Spring Grove Hospital.

**Primary Clinical Duties**

The physician will be expected to perform medical duties including but not limited to the following:

- Perform admission history and physical examinations
- Perform annual or other periodic history and physical examinations
- Provide acute medical and minor surgical care to patients
- Provide chronic long-term medical care to patients
- Refer patients as appropriate to consultant physicians, clinics, hospitals, etc.
- Review and interpret medical tests results
- Make preliminary assessments of radiographs and EKGs
- Develop and implement medical treatment plans
- Order appropriate diagnostic work-ups
- Order medication and non-medication treatments as appropriate
- Implement preventive medical screening procedures/plans
- Provide patient/health education
- Monitor patient progress and response to medical interventions
- Perform basic mental status exams and psychiatric assessments
- Perform emergency medical resuscitation as necessary
- Monitor patient progress at off-site healthcare settings as necessary
- Develop and implement discharge plans and instructions for medical/surgical care
- Perform medical procedures as specified under the delineation of privileges
- Develop and implement emergency care plans
- Maintain close supervision of the clinical performance of physician assistants
- Co-sign physician assistant's orders, progress notes, referrals, etc.
- Participate as required by policy and procedure in disaster response activities

**General Clinical Duties**

The physician will be expected to perform general medical duties including but not limited to the following:

- Document medical information in an orderly, legible, thorough, and timely fashion in accordance with hospital policies, procedures, or guidelines.
- Review medical records from within the hospital and from external sources

Consult with other physicians and allied health professionals as necessary  
Maintain close contact with external healthcare providers or organizations  
Maintain close telecommunications contact with all hospital wards, departments, and areas while on assignment at all times  
Prepare medical records/reports as required  
Keep abreast of current medical knowledge and technology, and continuing medical education requirements  
Maintain professional standards regarding licensure and/or certification as applicable  
Provide/obtain information/education to/from families regarding care of patients  
Respond to clinical problems/situations in a timely and effective manner  
Serve as on-duty physician as assigned when applicable

### **General/Administrative Responsibilities**

Attend meetings as required by the hospital, medical staff, or other committees as applicable  
Adhere and participate in medical staff, performance improvement, utilization review, safety committee, infection control, and continuing education activities as required  
Adhere to personnel requirements of the hospital or the contracted vendor (as applicable) regarding attendance, time sheets, personal/emergency leave, etc.  
Maintain a professional demeanor and readiness to provide direct patient care while on assignment  
Display a cooperative and collaborative attitude toward other healthcare professionals.  
Provide orientation/supervision to other healthcare professionals as required.  
Provide assistance and advice to the Chief of Somatic Services regarding staff performance and assessment of programs within Somatic Services  
Develop and maintain an understanding of hospital policies and procedures  
Maintain basic computer skills

### **Certification/Licensure/Training Experience**

This physician will be a graduate of an accredited school of medicine or osteopathy.  
This physician will have at least two years of experience, including one year of experience in the practice of general internal medicine, family practice, general practice, or general surgery.  
This physician will have a current license to practice medicine in the state of Maryland,  
Basic Life Support certification and certification from the Drug Enforcement Agency.

**POSITION DESCRIPTION  
ON-DUTY PHYSICIAN**

**General Description**

This physician will provide primary medical services and preliminary psychiatric assessments of patients at Spring Grove Hospital. This may include providing services to patients on admission, extended care, research, geriatric, domiciliary, or other units as determined by the Clinical Director. These services will be governed by the Provider's specific delineation of privileges in accordance with his/her medical staff credentialing, and under the direction of the Chief of Somatic Services. These services are expected to be both competent and cost-effective. Furthermore, these services will be expected to be provided in accordance with the current standards of medical practice in such settings, and in accordance with all requirements or guidelines pertaining to any regulatory agencies, accrediting bodies, or committees within or outside of Spring Grove Hospital.

**Primary Clinical Duties**

The Provider will be expected to perform medical duties under the direction of the Chief of Somatic Services and with the guidance and assistance of the Psychiatrist on-call including but not limited to the following:

- Perform basic mental status exams and psychiatric assessments
- Document psychiatric admission notes
- Perform admission history and physical examinations
- Provide acute medical and minor surgical care to patients
- Refer patients as appropriate to consultant physicians, clinics, hospitals, etc.
- Review and interpret medical tests results
- Make preliminary assessments of radiographs and EKGs
- Document and implement medical treatment plans
- Order appropriate diagnostic work-ups
- Order medication and non-medication treatments as appropriate
- Order preventive medical screening procedures/plans
- Provide patient health education
- Monitor patient responses to medical interventions
- Participate as required by policy and procedure in disaster response activities
- Perform medical procedures as specified under the delineation of privileges
- Document and implement emergency care plans
- Perform emergency medical resuscitation as necessary

**General Clinical Duties**

The Provider will be expected to perform general medical duties including but not limited to the following: Document medical information in an orderly, legible, thorough, and timely fashion in accordance with hospital policies, procedures, or guidelines.

Review medical records from within the hospital and from external sources  
Consult with physicians and allied health professionals  
Maintain close contact with external healthcare Providers or organizations  
Provide clinical input and assistance to admission staff regarding admission screening  
Maintain close telecommunications contact with all hospital wards, departments, and areas while on assignment at all times  
Prepare medical records/reports as required  
Keep abreast of current medical knowledge and technology, and continuing medical education requirements  
Maintain professional standards regarding licensure and/or certification as applicable  
Provide/obtain information/education to/from families regarding care of patients  
Respond to clinical problems/situations in a timely and effective manner  
Supervise clinical performance of physician assistants as necessary

### **General/Administrative Responsibilities**

Maintain close communication with the Psychiatrist on-call, the Clinical Director, or the Chief of Somatic Services (as appropriate) in critical emergency situations.  
Ensure continuity of care by direct communication with other on-duty physicians or primary care physicians as necessary.  
Adhere and participate in medical staff, performance improvement, utilization review, safety/disaster planning, infection control, and continuing education activities as required.  
Adhere to personnel requirements of the hospital or the contracted vendor (as applicable) regarding attendance, time sheets, personal/emergency leave, etc.  
Maintain a professional demeanor and readiness to provide direct patient care while on assignment  
Display a cooperative and collaborative attitude toward other healthcare professionals.  
Develop and maintain an understanding of hospital policies and procedures  
Maintain basic computer skills

### **Certification/Licensure/Training/Experience**

This physician will be a graduate of an accredited school of medicine or osteopathy.  
This physician will have at least two years of experience, including one year of experience in the practice of general internal medicine, family practice, general practice, or general surgery.  
This physician will have a current license to practice medicine in the state of Maryland,  
Basic Life Support certification and certification from the Drug Enforcement Agency.

**POSITION DESCRIPTION  
PHYSICIAN ASSISTANT**

**General Description**

This Provider will provide primary medical services to patients or to other specified individuals at Spring Grove Hospital. This may include providing services to patients on admission, extended care, research, geriatric, domiciliary or other units as determined by the Clinical Director. These services will be provided under the supervision and guidance of a primary care physician and the Chief of Somatic Services at Spring Grove Hospital. These services will be governed by the Provider=s specific delineation of privileges in accordance with his/her medical staff credentialing and with the approval of the applicable State licensing authority. These services are expected to be both competent and cost-effective. Furthermore, these services will be expected to be provided in accordance with the current standards of medical practice in such settings, and in accordance with all requirements or guidelines pertaining to any applicable regulatory agencies, accrediting bodies, or committees within or outside of Spring Grove Hospital.

**Primary Clinical Duties**

The Provider will be expected to perform medical duties under the supervision and guidance of a primary care physician including but not limited to the following:

- Perform admission history and physical examinations
- Perform annual or other periodic history and physical examinations
- Provide acute medical and minor surgical care to patients
- Provide chronic long-term medical care to patients
- Refer patients as appropriate to consultant physicians, clinics, hospitals, etc.
- Review and interpret medical tests results
- Document and implement medical treatment plans
- Obtain orders for appropriate diagnostic work-ups
- Obtain orders for medication and non-medication treatments
- Implement preventive medical screening procedures/plans
- Provide patient/health education
- Monitor patient progress to medical and non-medical therapies
- Perform basic mental status exams and psychiatric assessments
- Perform emergency medical resuscitation as necessary
- Document discharge plans and instructions for medical/surgical care
- Perform medical procedures as specified under the delineation of privileges
- Document and implement emergency care plans
- Participate as required by policy and procedure in disaster response activities
- Confer closely and frequently with his/her supervising physician regarding both routine and unusual medical problems

**General Clinical Duties**

The Provider will be expected to perform general medical duties including but not limited to the following:

Document medical information in an orderly, legible, thorough, and timely fashion in accordance with hospital policies, procedures, or guidelines.  
Review medical records from within the hospital and from external sources  
Consult with physicians and allied health professionals  
Maintain close contact with external healthcare providers or organizations  
Maintain close telecommunications contact with all hospital wards, departments, and areas while on assignment at all times  
Prepare medical records/reports as required  
Keep abreast of current medical knowledge and technology, and continuing medical education requirements  
Respond to clinical problems/situations in a timely and effective manner  
Maintain professional standards regarding licensure and/or certification as applicable  
Provide/obtain information/education to/from families regarding care of patients

### **General/Administrative Responsibilities**

Attend meetings as required by the hospital, medical staff, or other committees as applicable  
Adhere and participate in medical staff, performance improvement, utilization review, safety committee, infection control, and continuing education activities as required  
Adhere to personnel requirements of the hospital or the vendor contract, as applicable, regarding attendance, time sheets, personal and, emergency leave, etc.  
Maintain a professional demeanor and readiness to provide direct patient care while on assignment  
Display a cooperative and collaborative attitude toward other healthcare professionals.  
Provide orientation/supervision to other healthcare professionals as required.  
Develop and maintain an understanding of hospital policies and procedures  
Maintain basic computer skills

### **Certification/Licensure/Training/Experience**

This Provider will be a graduate of a Physician Assistant training program accredited by the Committee on Allied Health Education and Accreditation. This Provider will have current certification by the National Commission on Certification of Physician Assistants, appropriate State licensure, and Basic Life Support Training certification.

**POSITION DESCRIPTION**  
**SPECIALTY/CONSULTANT PHYSICIAN**

**GENERAL DESCRIPTION**

This physician will provide specialized medical/surgical services to patients or to other specified individuals at Spring Grove Hospital. This may include providing services to patients on admission, extended care, research, geriatric, domiciliary, or other units as determined by the Clinical Director. These services will be governed by the Provider's specific delineation of privileges in accordance with his/her medical staff credentialing, and will be under the direction of the Chief of Somatic Services. These services are expected to be both competent and cost-effective. Furthermore, these services will be expected to be provided in accordance with the current standards of medical practice in such settings, and in accordance with all requirements or guidelines pertaining to any applicable regulatory agencies, accrediting bodies, or committees within or outside of Spring Grove Hospital.

**Primary Clinical Duties**

The physician will be expected to perform medical duties including but not limited to the following:

- Provide medical/surgical consultations on patients referred from primary care providers
- Provide ongoing medical/surgical care to patients with acute/chronic conditions as appropriate
- Refer patients as necessary to other consultant physicians, clinics, hospitals, etc.
- Review and interpret medical tests results
- Make preliminary assessments of radiographs and EKGs
- Develop and implement medical/surgical treatment plans
- Order appropriate and cost-effective diagnostic work-ups
- Order medication and non-medication treatments as appropriate
- Provide patient/staff health education
- Monitor patient progress and response to medical/surgical interventions
- Monitor and report on patient progress at off-site healthcare settings as necessary
- Develop treatment/discharge plans and instructions for medical/surgical care as necessary
- Perform medical/surgical procedures as specified under the delineation of privileges

**General Clinical Duties**

The physician will be expected to perform general medical duties including but not limited to the following:

- Document medical information in an orderly, legible, thorough, and timely fashion in accordance with hospital policies, procedures, or guidelines.
- Review medical records from within the hospital and from external sources
- Consult with other physicians and allied health professionals as necessary
- Maintain close contact with external healthcare providers or organization
- Maintain close telecommunications contact with Spring Grove Hospital as necessary
- Prepare medical records/reports as required
- Keep abreast of current medical knowledge and technology, and continuing medical education requirements
- Maintain professional standards regarding licensure and/or certification as applicable
- Provide/obtain information/education to/from families regarding care of patients

Respond to clinical problems/situations in a timely and effective manner

**General/Administrative Responsibilities**

Attend meetings as required by the hospital, medical staff, or other committees as applicable

Adhere and participate in medical staff, performance improvement, utilization review, safety committee, infection control, and continuing education activities as required

Adhere to personnel requirements of the hospital or the contracted vendor (as applicable) regarding attendance, time sheets, personal/emergency leave, etc.

Maintain a professional demeanor and readiness to provide direct patient care while on assignment

Display a cooperative and collaborative attitude toward other healthcare professionals.

Provide orientation/supervision to other healthcare professionals as required.

Provide assistance and advice to the Chief of Somatic Services regarding clinical effectiveness, cost-effectiveness, and quality of specialty services.

Develop and maintain an understanding of hospital policies and procedures

Maintain basic computer skills

**Certification/Licensure/Training/Experience**

This physician will be a graduate of an accredited school of medicine or osteopathy.

This physician will have at least two years of experience, including at least one year of experience in the practice of his/her clinical specialty.

The physician will have clinical privileges at a local hospital in his/her clinical specialty.

This physician will have a current license to practice medicine in the state of Maryland,

Basic Life Support certification and certification from the Drug Enforcement Agency.



**ATTACHMENT ee – MARYLAND HOSPITAL CREDENTIALING APPLICATION** -

NAME:

**MARYLAND HOSPITAL CREDENTIALING APPLICATION**

*Please type or print.*

*Incomplete or illegible applications will not be processed.*

**I. PERSONAL INFORMATION**

Name (Last, First, Middle) \_\_\_\_\_

List any other names used \_\_\_\_\_

When was name changed? \_\_\_\_\_ For what reason? \_\_\_\_\_

\_\_\_\_\_

SS# \_\_\_\_\_ Date of birth (MM/DD/YYYY) \_\_\_\_\_

Place of birth: City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Gender  M  F U.S. Citizen?  Yes  No

If not, immigration status & Visa number \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Languages spoken other than English \_\_\_\_\_

Professional degree(s) \_\_\_\_\_

Home address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home phone number \_\_\_\_\_ Cell phone \_\_\_\_\_

E-mail \_\_\_\_\_

Preferred mailing address (check one):  Home  Primary office  Office 2

Preferred E-mailing address (check one):  Home  Primary office  Office 2

Preferred phone number (check one):  Cell  Primary office  Office 2

## II. CURRENT OFFICE INFORMATION

*Copy this page as often as necessary to provide information on all office locations for this appointment.*

### Primary Office

Group or practice name \_\_\_\_\_

Street address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Office phone(s) \_\_\_\_\_

Office E-mail \_\_\_\_\_ Office fax \_\_\_\_\_

Web Site \_\_\_\_\_

Dates at this practice: From (MM/YYYY) \_\_\_\_\_ To: Present

*Please complete if you have additional offices.*

### Office 2

Group or practice name \_\_\_\_\_

Street address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Office phone(s) \_\_\_\_\_

Office E-mail \_\_\_\_\_ Office fax \_\_\_\_\_

Web Site \_\_\_\_\_

Dates at this practice: From (MM/YYYY) \_\_\_\_\_ To: Present

### Office 3

Group or practice name \_\_\_\_\_

Street address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Office phone(s) \_\_\_\_\_

Office E-mail \_\_\_\_\_ Office fax \_\_\_\_\_

Web Site \_\_\_\_\_

Dates at this practice: From (MM/YYYY) \_\_\_\_\_ To: Present

### III. EDUCATION AND TRAINING

Please copy this page as needed to provide a complete record of all education and training.

#### A. Professional and/or Medical Education

1. **School name** (if changed, list current name as well as name when you attended)

\_\_\_\_\_

Degree awarded \_\_\_\_\_ Date(MM/YYYY) \_\_\_\_\_ Program type \_\_\_\_\_

Complete mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Dates attended: (MM/YYYY) From \_\_\_\_\_ to \_\_\_\_\_

Phone no. \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

2. **School name** (if changed, list current name as well as name when you attended)

\_\_\_\_\_

Degree awarded \_\_\_\_\_ Date(MM/YYYY) \_\_\_\_\_ Program type \_\_\_\_\_

Complete mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Dates attended: (MM/YYYY) From \_\_\_\_\_ to \_\_\_\_\_

Phone no. \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Are you ECFMG certified?  Yes  No Number: \_\_\_\_\_ Date \_\_\_\_\_

#### B. Graduate or Post Graduate Training

**Institution name** (if changed, list current name as well as name when you attended)

\_\_\_\_\_

Specialty \_\_\_\_\_ Was this program ACGME accredited? [ ]Yes [ ]No

Program type (Specify):

Internship  Residency  Fellowship  Specialty Training

Professional program  Clinical  Research  Other:

Complete mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Dates attended: (MM/YYYY) From \_\_\_\_\_ to \_\_\_\_\_

Program director name & title \_\_\_\_\_

Phone no. \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

*If you did not complete any listed program, please provide full details on a separate sheet of paper.*

**Institution name** (if changed, list current name as well as name when you attended)

Specialty \_\_\_\_\_ Was this program ACGME accredited? [ ]Yes [ ]No

Program type (Specify):

- Internship       Residency       Fellowship       Specialty Training  
 Professional program       Clinical       Research       Other:

Complete mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Dates attended: (MM/YYYY) From \_\_\_\_\_ to \_\_\_\_\_

Program director name & title \_\_\_\_\_

Phone no. \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Institution name** (if changed, list current name as well as name when you attended)

Specialty \_\_\_\_\_ Was this program ACGME accredited? [ ]Yes [ ]No

Program type (Specify):

- Internship       Residency       Fellowship       Specialty Training  
 Professional program       Clinical       Research       Other:

Complete mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Dates attended: (MM/YYYY) From \_\_\_\_\_ to \_\_\_\_\_

Program director name & title \_\_\_\_\_

Phone no. \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**C. Other Professional Program**

**Institution name** (if changed, list current name as well as name when you attended)

Specialty \_\_\_\_\_ Was this program ACGME accredited? [ ]Yes [ ]No

Program type (Specify):

- Internship       Residency       Fellowship       Specialty Training  
 Professional program       Clinical       Research       Other:

Complete mailing address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Dates attended: (MM/YYYY) From \_\_\_\_\_ to \_\_\_\_\_

Program director name & title \_\_\_\_\_  
Phone no. \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

*If you did not complete any of the programs listed, please provide full details on a separate sheet of paper.*

## IV. AFFILIATIONS, PRIVILEGES, and EMPLOYMENT

- ACCOUNT FOR ALL TIME PERIODS, IN CHRONOLOGICAL ORDER, SINCE COMPLETION OF YOUR PROFESSIONAL EDUCATION. LIST ALL HEALTHCARE FACILITIES AT WHICH YOU HOLD, OR HAVE HELD PRIVILEGES. INCLUDE ANY MOONLIGHTING OR *LOCUM TENENS* WORK.
- ATTACHING A RÉSUMÉ OR CV IS NOT A SUBSTITUTE FOR COMPLETING THIS SECTION.
- PLEASE COPY THIS PAGE AS NECESSARY FOR ADDITIONAL ENTRIES.

Dates: (MM/YYYY) From \_\_\_\_\_ To \_\_\_\_\_

Organization/Facility name (if changed, list current name as well as former name)

Complete address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Staff category or status of privileges \_\_\_\_\_ Department \_\_\_\_\_

Department chair/contact person name & title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Description of duties \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Dates: (MM/YYYY) From \_\_\_\_\_ To \_\_\_\_\_

Organization/Facility name (if changed, list current name as well as former name)

Complete address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Staff category or status of privileges \_\_\_\_\_ Department \_\_\_\_\_

Department chair/contact person name & title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Description of duties \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Dates: (MM/YYYY) From \_\_\_\_\_ To \_\_\_\_\_

Organization/Facility name (if changed, list current name as well as former name)

Complete address \_\_\_\_\_

City \_\_\_\_\_ State/Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Staff category or status of privileges \_\_\_\_\_ Department \_\_\_\_\_

Department chair/contact person name & title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Description of duties \_\_\_\_\_

Reason for leaving \_\_\_\_\_

***Explain any gaps of one month or more on a separate sheet of paper.***

## V. PROFESSIONAL LICENSURE/ REGISTRATIONS/ CERTIFICATIONS

*List all professional licenses ever held*

Licensure/ Registrations/ Certifications	Type	✓ here if N/A	NUMBER	Expiration Date
<b>Professional License</b>				
<b>Maryland License Number</b>				
<b>Additional Professional License</b>				
A. Name of State/Country				
<b>Additional Professional License</b>				
B. Name of State/Country				
<b>Additional Professional License</b>				
C. Name of State/Country				
<b>Other</b>				
<i>Name of State/Country</i>				
<b>Other</b>				
<i>Name of State/Country</i>				
<b>Other</b>				
<i>Name of State/Country</i>				
<b>Federal DEA</b>				
<b>Maryland CDS</b>				
<b>CPR BLS</b>				
<b>ACLS</b>				
<b>PALS</b>				
<b>NRP</b>				
<b>Medicaid Provider Number</b>				
<b>Tax ID Number</b>				
<b>NPI Number</b>				

***Attach a copy of each document you maintain.***

**VI. U.S. MILITARY SERVICE**

YES  NO

Dates: (MM/YYYY) From \_\_\_\_\_ To \_\_\_\_\_

Current status: \_\_\_\_\_

Highest rank: \_\_\_\_\_

Branch: \_\_\_\_\_

N/A

**VII. SPECIALTY/BOARD CERTIFICATION STATUS**

N/A

Specialty/subspecialty in which you are certified or recertified:	Year Certified	Year Recertified	Expiration Date

- A. If you are not certified:
- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you intend to apply (or have you applied) for the certification exam? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you ever taken the certification exam?                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Number of times you have taken the exam                                  | _____                    |                          |
| 4. Date your eligibility to take the examination expires/expired            | _____                    |                          |

*Please explain any "NO" answers to questions A:*

- B. Have you been accepted to take the certification examination?  YES  NO  
 If "YES," what date are you scheduled to take the exam? \_\_\_\_\_

*(Please attach a copy of the letter from the Board indicating scheduled dates and/or your status in the process)*

C. Please explain why certification does not apply to you:

**VIII. PROFESSIONAL LIABILITY INSURANCE**

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| A. Are you presently covered by professional liability insurance?  | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Have you been continuously covered since first obtaining professional liability insurance? <i>Please explain any "NO" answers to questions A &amp; B:</i> | <input type="checkbox"/> | <input type="checkbox"/> |

- C. Are there any restrictions, limitations, or exclusions to your current professional liability coverage?  YES  NO

- D. Has your professional liability coverage (past or present) ever been denied, limited, reduced, interrupted, terminated, or not renewed by action of the insurance company?  YES  NO

*Please explain any "YES" answers to questions C & D:*

E. Have you ever been, or are you currently, the subject of a professional liability suit, including malpractice claims?

F. Have any judgments or settlements ever been paid on your behalf?

*Please explain any "YES" answers to questions E & F on page 9*

**G. Professional Liability Carrier(s):**

- PLEASE PROVIDE THE FOLLOWING INFORMATION FOR EACH PROFESSIONAL LIABILITY CARRIER YOU HAVE HAD IN THE PAST FIVE YEARS. THE HOSPITAL TO WHICH YOU ARE APPLYING MAY REQUIRE MORE THAN FIVE YEARS OF LIABILITY COVERAGE HISTORY. REFER TO THE HOSPITAL-SPECIFIC INSTRUCTIONS THAT CAME WITH THIS APPLICATION.
- INCLUDE ANY COVERAGE MAINTAINED DURING TRAINING PROGRAMS IF WITHIN THE PAST FIVE YEARS. IF MORE SPACE IS REQUIRED, PLEASE COPY THIS PAGE.
- PLEASE EXPLAIN ANY GAPS OR PERIODS WHEN YOU WERE WITHOUT PROFESSIONAL LIABILITY COVERAGE ON A SEPARATE SHEET OF PAPER.

*Provide a legible, clear copy of the face sheet from all available professional liability carriers.*

Current Carrier:	Name:
	Full Address
	City State Zip
	Phone Number Fax
Policy Number:	
Period of coverage:	From: To:
Limits of coverage:	
Type of coverage:	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Extended Reporting Policy (Tail)

Previous Carrier:	Name:
	Full Address
	City State Zip
	Phone Number Fax
Policy Number:	
Period of coverage:	From: To:
Limits of coverage:	
Type of coverage:	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Extended Reporting Policy (Tail)

Previous Carrier:	Name:
	Full Address
	City State Zip
	Phone Number Fax
Policy Number:	
Period of coverage:	From: To:
Limits of coverage:	
Type of coverage:	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Extended Reporting Policy (Tail)

Previous Carrier:	Name:
	Full Address
	City State Zip
	Phone Number Fax
Policy Number:	
Period of coverage:	From: To:
Limits of coverage:	
Type of coverage:	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Extended Reporting Policy (Tail)

Previous Carrier:	Name:
	Full Address
	City State Zip
	Phone Number Fax
Policy Number:	
Period of coverage:	From: To:
Limits of coverage:	
Type of coverage:	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Extended Reporting Policy (Tail)

**H. Claims history:** N/A

- COMPLETE THE FOLLOWING INFORMATION AS IT PERTAINS TO YOUR PROFESSIONAL LIABILITY AND CLAIMS HISTORY.
- PROVIDE INFORMATION ON ANY AND ALL PROFESSIONAL LIABILITY SUITS IN WHICH YOU WERE NAMED, REGARDLESS OF THE OUTCOME. YOU MAY INCLUDE LEGAL DOCUMENTATION.
- IF MORE SPACE IS REQUIRED, PLEASE COPY THIS PAGE BEFORE COMPLETING.

Date of alleged incident \_\_\_\_\_

Plaintiff(s) \_\_\_\_\_ Patient's Name \_\_\_\_\_

State/Country in which suit was initiated \_\_\_\_\_ Date \_\_\_\_\_

Health Care Alternative Dispute Resolution or Court case number \_\_\_\_\_

Insurance carrier and address \_\_\_\_\_

You were: Primary defendant Co-defendant

Description of allegation or complaint:

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Your professional relationship with patient: Attending Consultant Resident  
 Other \_\_\_\_\_

Describe your clinical care in this case:

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Current status of suit:

- |   |  |                      |                                    |
|---|--|----------------------|------------------------------------|
| <input type="checkbox"/> Filed                  | <input type="checkbox"/> Deposed                     | Settled in favor of: | <input type="checkbox"/> Plaintiff |
| <input type="checkbox"/> Settled out of court   | <input type="checkbox"/> Awaiting trial              |                      | <input type="checkbox"/> Defendant |
| <input type="checkbox"/> Dismissed or withdrawn | <input type="checkbox"/> Other: please describe_____ |                      |                                    |

Date of resolution:\_\_\_\_\_Amount of settlement (if applicable)\_\_\_\_\_

## IX. ADDITIONAL QUESTIONS

*All affirmative answers must be fully explained on a separate sheet of paper.*

<b>A. Professional Actions:</b>	YES	NO
1. Have any of the following ever been, or are in the process of being, voluntarily or involuntarily withdrawn, relinquished, not renewed, reduced, limited, placed on probation, denied, revoked, suspended, or investigated:		
a. Any professional license in any state or jurisdiction	<input type="checkbox"/>	<input type="checkbox"/>
b. Any other professional registration or license	<input type="checkbox"/>	<input type="checkbox"/>
c. DEA/CDS Registration	<input type="checkbox"/>	<input type="checkbox"/>
d. Academic appointment	<input type="checkbox"/>	<input type="checkbox"/>
e. Membership on the staff of any facility, health plan, or HMO	<input type="checkbox"/>	<input type="checkbox"/>
f. Clinical privileges/rights on the staff of any facility, health plan, or HMO	<input type="checkbox"/>	<input type="checkbox"/>
g. Board certification	<input type="checkbox"/>	<input type="checkbox"/>
h. Medicare or Medicaid participation	<input type="checkbox"/>	<input type="checkbox"/>
i. Internship or residency program	<input type="checkbox"/>	<input type="checkbox"/>
j. Any research activities	<input type="checkbox"/>	<input type="checkbox"/>
k. Any other type of professional sanction (i.e., Quality Improvement Organization, CLIA, OSHA, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever resigned in order to avoid revocation, suspension, or reduction of privileges at any facility or institution?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has information pertaining to you ever been reported to the National Practitioner Data Bank?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever been sanctioned or otherwise disciplined by a professional organization and/or licensing board for a violation of ethical standards?	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Health Status</b> <small>note: TJC requires confirmation of the applicant's health status</small>		
1. Do you have, or have you ever had, any physical or mental condition (including drug or alcohol abuse) that currently limits or adversely affects your ability to fully participate in the care of your patients?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever been hospitalized, institutionalized, or involved in a treatment program that currently limits your ability to fully participate in the care of your patients?	<input type="checkbox"/>	<input type="checkbox"/>
1&2: If such an impairment exists, please provide a description (on a separate sheet of paper) to include associated limitations and any accommodation(s) that would enable you to perform your duties consistent with accepted standards of practice.		
3. Have you ever been sanctioned, reprimanded or otherwise disciplined in any manner by any state licensing authority or other professional board or peer committee for conduct related to the use of alcohol or the use of drugs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are you engaged in the illegal use of drugs?	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Other</b>		
1. Have you ever been named a defendant in any criminal case, other than misdemeanor traffic violation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever been convicted of, pled guilty to, or pled nolo contendere to, any misdemeanor (excluding minor traffic violations) or been found liable or responsible for any civil offense that is reasonably related to your qualifications, competence, functions, or duties as a medical professional, or for fraud, an act of violence, child abuse, or a sexual offense or misconduct?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been disciplined or counseled for engaging in harassment or	<input type="checkbox"/>	<input type="checkbox"/>

discrimination on the basis of race, creed, religion, gender, or sexual orientation?

4. Do you, alone or jointly, have ownership in any medical facility, medical services, or equipment to which you might refer patients?

5. Have you ever been convicted of a felony?

### X. CONTINUING EDUCATION

*The hospital to which you are applying may require detailed information regarding this section. Refer to the hospital-specific instructions that came with this application.*

Have you met the CEU/CME requirements for maintaining your professional license? YES NO

Have you participated in CEUs/CMEs pertinent to your specialty?

If "NO" to either of above, please explain:

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### XI. PROFESSIONAL REFERENCES

- LIST ONLY THOSE WHO CAN SPEAK TO YOUR CLINICAL COMPETENCE

*Each hospital has its own requirements for this section. Refer to the hospital-specific instructions that came with this application. Please note: TJC requires peer references for all credentialed practitioners.*

**Peer references must be obtained from a practitioner in your professional discipline as the applicant.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Supervisor  Peer

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Supervisor  Peer

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Supervisor  Peer

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Supervisor  Peer

Mailing address: \_\_\_\_\_

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City:	State/Country:	Zip/Postal Code:
Phone:	Fax:	E-mail:

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## XII. AFFIRMATION

I hereby attest and affirm that the information contained in this application is current, correct, and complete to the best of my knowledge. I affirm that I have read the hospital bylaws and rules and regulations of the medical staff and I agree to abide by those guidelines as they presently exist or as periodically amended. I understand that willful falsification or omission of information will be grounds for rejection or termination. I understand that this application is not complete unless a signed hospital-specific attestation is attached.

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

***Note: Sign and date this page within 10 days of submitting application.***

### XIII. STATISTICAL INFORMATION

*The following information is supplied voluntarily and will be used only for statistical and governmental reporting requirements. Information contained in this section will not be used in any way to make decisions about an applicant's qualification for credentialing.*

**Ethnicity/Race:**

(Self-identification) \_\_\_\_\_

**Ethnicity:**

- Of Hispanic or Latino origin                       Not of Hispanic or Latino origin  
*A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.*

**Race:**

*Please Note: Multiracial candidates may select all applicable racial categories.*

- |  |   |
|--|---|
| <input type="checkbox"/> American Indian or Alaskan native:<br><i>A person having origins in any of the original peoples of North, Central, or South America who maintains tribal affiliation or community attachment.</i> | <input type="checkbox"/> Native Hawaiian or other Pacific Islander:<br><i>A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands</i> |
| <input type="checkbox"/> Asian:<br><i>A person having origins in the Far East, Southeast Asia or the Indian sub-continent.</i>   | <input type="checkbox"/> White:<br><i>A person having origins in any of the original peoples of Europe, North Africa, or the Middle East</i>  |
| <input type="checkbox"/> Black or African American:<br><i>A person having origins in any of the original groups of Africa.</i>   |   |

Name: \_\_\_\_\_

Specialty: \_\_\_\_\_

Hospital: \_\_\_\_\_

Membership Status: Full \_\_\_\_\_

Courtesy \_\_\_\_\_

Honorary \_\_\_\_\_

Provisional \_\_\_\_\_

Affiliate \_\_\_\_\_

Requested Privileges: Psychiatry \_\_\_\_\_

Dentistry \_\_\_\_\_

General Somatic Medicine \_\_\_\_\_

Specialty Somatic Medicine \_\_\_\_\_

Physician's Assistant \_\_\_\_\_

Other (list specialty) \_\_\_\_\_

**The following original documents must to be presented for verification when you submit your Maryland Hospital Credentialing Application:**

- Maryland Board of Physician License
- DEA registration
- Controlled Dangerous Substance Registration (CDS)
- Government issued photo identification (driver's license or passport)

**Copies are needed of the following documents as well:**

- CPR certification (front and back of card)
- Proof of Malpractice Insurance (if applicable)
- Certificate of Completion of Residency Training
- Board Certification (if applicable)
- Education Commission for Foreign Medical Graduate Certificate (if applicable)
- State of Maryland Employment Application (if applicable)
- CMS Correspondence issuing your National Provider Identifier number.

**SPECIAL NOTE:**

- Peer references must be obtained from a practitioner in your professional discipline.
- Page # 6 of the application must be completed in full and must include your Provider numbers for the following: Medicare (UPIN), Medicaid (Medical Assistance) as well as your NIP (National Practitioner Identifier). If the Provider numbers are not listed, the application will be returned to you for completion (causing a delay in the credentialing process). If you do not have assigned Provider numbers please make a note of it on this page so that applications for all three can be processed by SGHC upon your appointment.

Spring Grove Hospital Center Attestation Statement: Also enclosed is a copy of the SGHC Attestation Statement. Please review, sign and date this statement and returned with the application.

**SPRING GROVE HOSPITAL CENTER**

**ATTESTATION STATEMENT**

I fully understand that any significant misstatements in, or omissions from, this application constitute cause for denial of appointment or cause for summary dismissal from the medical staff. There may be emergency situations, however, which in my best judgment require that I perform a procedure (s) that I have not checked. All information submitted by me in this application is true to my best knowledge and belief.

In making this application for appointment to the medical staff of Spring Grove Hospital Center, I acknowledge that I have received and read the bylaws of the hospital and the bylaws, rule and regulations of the medical staff of this hospital, and that I am familiar with the principles and standards of the Joint Commission on Accreditation of Hospitals and the principles and ethics of the American Medical Association, and I agree to be bound by the terms thereof without regard to whether or not I am granted membership or clinical privileges in all matters relating to the consideration of my application for appointment to the medical staff, and I further agree to abide by such hospital and staff rules and regulations as may be from time to time enacted.

By applying for appointment to the medical staff I hereby signify my willingness to appear for the interviews in regard to my application and authorize the hospital, its medical staff and their representatives to consult with administration or members of the medical staff and hospital and institutions with which I have been associated and with other, including past and present malpractice carriers, review committees (impaired physician committees, etc.) who may have information bearing on my professional competence, character and ethical qualifications. I hereby further consent to the records at other hospitals, its medical staff and its representatives of all records and documents, including medical records at other hospitals, that may be material to an evaluation of my professional qualifications and competence to carry out the clinical privileges requested as well as my moral and ethical qualifications for staff membership I hereby release from liability all representatives of the hospital and its medical staff in good faith and without malice concerning my professional competence, ethics, character and other qualifications for staff appointment and clinical privileges, and I hereby consent to the release of such information.

I hereby further authorize and consent to the release of information by Spring Grove Hospital Center or its medical staff, to other hospitals and medical associations on request regarding any information the hospital and the medical staff may have concerning me as long as such release of information is done in good faith and without malice, and I hereby release from liability this hospital and its staff for so doing. All such correspondence shall be available to me.

I understand and agree that I, as an applicant for medical staff membership, have the burden of producing adequate information for proper evaluation of my professional competence, character, ethics and other qualifications and for resolving any doubts about such qualifications.

I have not requested privileges for any procedure(s) for which I am not qualified. I am familiar with the laws of the State of Maryland governing the practice of medicine and pledge to abide by these laws.

I understand that I am obligated to immediately report to the Hospital Chief of Medical Staff should my liability insurance policy be decreased or cancelled during its terms or is not reviewed at the same limits of coverage.

I further acknowledge that I am of proper physical and mental condition to perform the duties of my profession and the privileges which I have requested.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\* If you have a health condition that is reasonably likely to affect your ability to perform professional or medical staff duties appropriately, please provide a full explanation on a separate sheet.