

**Open Solicitation Plan**  
**Open Solicitation #1048537 - Clinical Laboratory Services for Cervical Cancer and Breast Cancer Screening and Diagnosis**

As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Health and Human Services (DHHS) / Public Health Services is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

**Section 4.1.6.3 Procedure**

Public Notice – Notice for this solicitation will be posted on the Montgomery County (County), Office of Procurement website. Additionally, a copy of the notice will be sent to current service provider(s) with contract(s) under Open Solicitation #5646019016.

- (1) Application Process – The Department of Health and Human Services (DHHS) Contract Management Team (CMT) will mail out the solicitation packet for this Open Solicitation to all providers who express an interest. The solicitation packet includes the following: 1) the Notice to Vendors; 2) the Instructions to Vendors; 3) the pre-approved Form Contract including the General Conditions of Contract Between County and Contractor, and all other attachments. Applicants must submit all required documents as described under Instructions to Vendors document.
- (2) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum qualifications (set forth in Article III., Minimum Qualifications of the Pre-Approved Contract) for services upon which applicants will be accepted. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the minimum qualifications.
- (3) All applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive contracts to provide services described in the Open Solicitation. Clients will receive a list of Contractors who are participating in the County's Women Cancer Control Program (WCCP) and the clients will make their own appointments with the Contractor of their choice. The Contractor chosen by the client will then notify one of the participating laboratories of the need for laboratory services.
- (4) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the “Form Contract”), including the General Conditions of Contract Between County and Contractor (“General Conditions”), and other attachments without modification.
- (5) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered in purchase orders issued under the contracts by the Office of Procurement.
- (6) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.

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**NOTICE TO VENDORS**

DHHS is seeking applications from laboratories licensed in the State of Maryland. To apply to provide the services described in this Open Solicitation, which support the County's Women's Cancer Control Program (WCCP), the laboratory must have an Account Manager located in Montgomery County and must be able to provide services to uninsured or underinsured women with limited income, referred by the physicians who are under contract with the County to be a service provider for the WCCP. The County will determine each client's eligibility for service(s) and provide a voucher or eligibility letter to the client for each service needed. Clients will receive a list of Contractors who are participating in the County's WCCP and will make their own appointments with the Contractor of their choice. The Contractor of choice will then notify one of the participating laboratories of the need for their services.

Service Providers applying to provide Clinical Laboratories Services for Cervical and Breast Cancer Screening and Diagnosis under this Open Solicitation, must comply with all applicable licensing and certifications requirements listed under Article III - Minimum Qualifications, of this Open Solicitation for the services provided.

A complete description of the Scope of Services is provided in the Open Solicitation packet. You may obtain a packet by contacting the Contract Management Team at 240-777-1562 to request a copy of Open Solicitation #1048537. Please be prepared to provide your name or business name, the contact person's name, your (or business) mailing address, e-mail address, and telephone number.

The County will reimburse the Contractor for services provided at rates not to exceed the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) rates for Maryland, which can be found at:

**[https://www.cms.gov/ClinicalLabFeeSched/02\\_clinlab.asp](https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp).**

However, if the Contractor provides services that are regulated by the Health Services Cost Review Commission (HSCRC), the Contractor may bill the County at the HSCRC rate.

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Form Contract (Article III., Minimum Qualifications), who is found to be a responsible organization. The County will sign the Form Contract and return a copy to the applicant. The Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all of these documents for your records. The applicant must sign the County's Form Contract which includes the General Conditions of Contract Between County and Contractor, and other Attachments as written with no modification.

Questions related to the technical information required in this Open Solicitation should be directed to Kya Ragsdale, Program Manager, Women's Cancer Control Program at 240-777-1605 or email [kya.ragsdale@montgomerycountymd.gov](mailto:kya.ragsdale@montgomerycountymd.gov).

Questions of an administrative nature (e.g., requests for additional applications, contract process, and insurance) should be directed to Tania Munoz, Contract Management Team, at 240-777-1276 or email [tania.munoz@montgomerycountymd.gov](mailto:tania.munoz@montgomerycountymd.gov).

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**INSTRUCTIONS TO VENDORS**

The County will enter into contracts with all applicants who meet the Minimum Qualifications stated in Article III - Minimum Qualifications, of the Pre-Approved Form Contract, that are found to be responsible organizations. If your application is accepted and approved, and your organization is found to be responsible, the County will execute the contract and return a copy to you. Once you receive notice from the County that the contract has been executed, an executed purchase order from the County, and a request for services from the County, you may begin to provide services to clients.

The County will award multiple contracts under this Open Solicitation. The County cannot guarantee a minimum number of clients or a minimum number of laboratory tests for any applicant responding to this Open Solicitation.

Award of a contract under this Open Solicitation is subject to fiscal appropriations.

The County reserves the right to cancel this Open Solicitation at any time.

**Submission Documents** – The following items must be submitted:

- A. Form Contract and Contract Attachments-the form contract must be filled out correctly and submitted. Please follow these steps:
  1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
  2. PLEASE PUT YOUR ORGANIZATION’S NAME ONLY IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
  3. Submit all the pages of the Form Contract (not just the signature page), including the completed attachments listed below:
    - a. General Conditions of Contract Between County & Contractor, (Attachment A);
    - b. Vendor Information Form (Attachment B) and
    - c. Minimal Clinical Elements (Attachment C)
  
- B. Application Documents - The following attachments are required and must be completed or the application will be rejected:
  - a. Standard Form-LLL (Attachment D)
  - b. Minority Business program & Offeror’s Representation (Attachment E)
  - c. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan. (Attachment F) –Please submit your MFD plan or request a waiver.
  - d. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor. (Attachment G).

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- C. Location(s) and phone numbers where services will be provided. Additionally, Contractor must provide phone number and contact information for its Account Manager located in Montgomery County.
- D. Certificate(s) of Insurance - Applicants must provide evidence of meeting the insurance requirements set forth in Article VII of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
- E. Licenses – All applicants must possess the appropriate and required licenses, registrations, and certifications, listed in Article III. Minimum Qualifications of the Pre-Approved Form Contract as required by the State of Maryland and federal regulations for professional laboratories services.
- F. Proof of legal name – Articles of Incorporation and Articles of Amendment if applicable.
- G. W-9 Tax form or copy of Social Security card if Sole Proprietorship.
- H. Proof of tax-exempt status – Determination Letter from IRS, if applicable.
- I. Applicants must sign and submit the Vendor Application Form (Attachment B)).
- J. Applicants must provide a list of all professional staff that will provide services under the contract resulting from this Open Solicitation and their qualifications.
- K. Briefly state in writing your experience providing clinical laboratory services. Provide this description on no more than two double-spaced typewritten pages, and attach the statement to the application.

Please return all of the above listed submissions documents to:  
Department of Health and Human Services  
Women's Cancer Control Program  
2424 Reddie Drive, Suite 218  
Wheaton, MD 20906  
Attention: Sally Miller, RN, MA, SPHR, Program Manager

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**FORM CONTRACT#\_\_\_\_\_**

**I. BACKGROUND/INTENT**

The County requires clinical laboratories services for breast and cervical cancer screening and diagnostic procedures.

The Contractor must provide services to uninsured or underinsured women with limited income who are referred by the physicians who contract with the County's Women's Cancer Control Program (WCCP). The County will determine each client's eligibility for service(s) and provide a voucher or eligibility letter to the client for each service needed. Clients will receive a list of Contractors who are participating in the County's WCCP and will make their own appointments to the contractor of their choice. The Contractor of choice will then notify one of the participating laboratories of the need for laboratory services.

The County will award multiple contracts under this Open Solicitation. The County cannot guarantee a minimum number of clients or a minimum number of laboratory tests for any applicant who responds to this Solicitation as the selection of a service provider is client driven and the needs of each client will vary.

Services under this Open Solicitation are funded in part with federal funds from the Centers for Disease Control and Prevention. All recipients of federal funds are prohibited from using federal funds for federal lobbying. In addition, if the Contractor receives \$100,000 or more in federal monies, the Contractor must disclose any federal lobbying which is done with non-federal funds using Standard Form-LLL (Attachment D).

**II. SCOPE OF SERVICES**

A. The Contractor must provide the following services:

1. **Cytology**

Pap Test

- Cervical or vaginal slides; and
- Cervical or vaginal collected in preservative fluid, automated thin layer preparation

2. **Microbiology**

- (HPV) Human Papilloma Virus; and
- amplified probe technique (high-risk panel).

3. **Pathology**

- Cervical Biopsy;
- Breast Biopsy;
- Other specimens related to diagnosis of breast; and
- Cervical cancers or pre-operative tests for surgical procedures.

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- B. The Contractor must pick up the pap tests, HPV tests, cervical and breast biopsies and/or other appropriately labeled specimens related to the diagnosis of cervical and / or breast cancer when requested by the medical providers contracting with Montgomery County DHHS WCCP at the providers' office sites located throughout Montgomery County.
- C. The Contractor must receive, interpret, and notify the Montgomery County DHHS WCCP of the results of all requested tests at a cost not to exceed the fee at [https://www.cms.gov/ClinicalLabFeeSched/02\\_clinlab.asp](https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp). Rates may not exceed Medicare reimbursement rates and may be reimbursed at Medicaid rates as indicated under Section IV- Compensation of this Open Solicitation, unless the services are HSCRC-regulated and the Contractor bills HSCRC rates. This fee is all inclusive and includes both the pathologist's fee, the cost of picking up, preparing, and interpreting the specimen, and the cost of reporting the result of the requested tests to the Montgomery County DHHS WCCP.
- D. The Contractor must send the completed laboratory report (results) of the Pap test, HPV cervical biopsy, breast biopsy, or other requested diagnostic tests or specimens for each patient, to the Montgomery County DHHS WCCP in the format specified and by the time frame specified in paragraph H and I below, in order to receive payment for services provided under this Contract.
- E. The Contractor must provide to the County, initially at the time of contract execution and annually on request, documentation that Pathologists are certified by the American College of Pathology.
- F. The Contractor must provide to the County, initially at the time of contract execution and annually on request, documentation of each cytotechnologist/cytopathologist having passed the Cytology Proficiency Testing Program of the State of Maryland.
- G. The Contractor must provide to the County, upon request, annual documentation of being in compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988 by submitting its CLIA I.D. number.
- H. The Contractor must report the results of all lab tests to medical providers under contract with the Montgomery County DHHS WCCP and to the Montgomery County DHHS WCCP Contract Monitor using the standardized terminology known as the Bethesda System and indicate the presence or absence of endocervical cells on the lab report for cervical cancer screening tests.
- I. The Contractor must send patients' lab results as follows:

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1. for Pap tests or cervical biopsies that are “within Normal Limits,” or which show “Benign Cellular Changes,” or “Atypical Squamous Cells of Undetermined Significance,” and for HPV results that are “negative for high-risk type,” the Contractor must send a written report by mail, within ten (10) business days from the receipt of the specimen, to the patient’s medical case manager or identified provider and the Montgomery County DHHS WCCP;
  2. for Pap tests or cervical biopsies that show “Low-Grade SIL,” “High-Grade SIL,” “Squamous Cell Carcinoma,” “Adenocarcinoma” or other malignant neoplasms, and for HPV results that are “positive for high-risk type,” the Contractor must notify the patient’s medical case manager or identified provider and the Montgomery County DHHS WCCP of the results by phone or fax within five (5) business days of receiving the specimen and must send the written report by mail at the same time;
  3. for breast biopsies, surgical, and other diagnostic breast specimens, the Contractor must report all findings from the pathology lab or other lab results to the medical case manager or identified provider and Montgomery County DHHS WCCP by mail, telephone, or fax within ten (10) business days of receiving the specimen for normal or negative results and within five (5) business days of receiving the specimen for abnormal results, or for malignant neoplasms.
- J. The Contractor must not charge WCCP clients for any services provided under this Contract.
- K. The Contractor must provide or arrange for lab work to be picked up at the offices of physicians contracting with the WCCP at no additional charge.

**III. MINIMUM QUALIFICATIONS**

All applicants meeting the minimum requirements listed below will be eligible to receive a contract. The Contractor must comply with these “Minimum Qualifications” for the duration of the contract term.

- A. All applicants must possess the appropriate and required licenses, registrations, and certifications, listed below as required by the State of Maryland and Federal Regulations for professional laboratory services.
  1. Evidence that the applicant has passed the Cytology Proficiency Testing Program of the State of Maryland.
  2. Certification evidencing compliance with the rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988 with CLIA ID number.

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3. Pathologist's certification by the American College of Pathology.
  4. Copy of the laboratory's current license to operate in the State of Maryland.
- B. The Contractor must follow the Minimal Clinical Elements (Attachment C) developed by the Medical Advisory Committee of the Maryland Cancer Consortium as the standard of care for women screened and/or receiving diagnostic services through the Breast and Cervical Cancer Screening Program.
- C. The Contractor must comply with the Health Insurance Portability and Accountability Act of 1996 and 45 CFR Parts 160 and 164, ("HIPAA") and the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General, ("Health General") §4-301 et seq.) as they apply to the Contractor's operations pursuant to this Contract.
- D. All applicants must accept the County's fee structure that is detailed in Article IV Compensation of this Contract.
- E. All Contractors must comply with the County's mandatory insurance requirements as set forth under Article VII of this Contract and must provide an insurance certificate(s) evidencing the required insurance coverage.

**IV. COMPENSATION**

- A. The County will reimburse the Contractor at rates not to exceed the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) rates for Maryland, which can be found at:  
**[https://www.cms.gov/ClinicalLabFeeSched/02\\_clinlab.asp](https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp)**
- B. However, if the Contractor provides services that are HSCRC-regulated, then the Contractor may bill the County at the HSCRC rate.
- C. The County will pay the rates established in A. and B. above for each bundled or unbundled lab test or service provided consistent with the Minimum Clinical Elements (Attachment C), and as indicated below in Paragraphs F, G and H. These rates, as determined by the test code number, include any needed specimen pick-up, lab supplies, packing, shipping supplies, and printed requisitions required for each test. The rate that the County will pay to the Contractor will be that published on the CMS website on the day the service was ordered unless the service is HSCRC-regulated and the Contractor bills the HSCRC rate. If the CMS website URL changes, the rates posted on the current CMS URL for Medicare and Medicaid Clinical Lab Services fee schedule

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will prevail. It is the responsibility of the Contractor to obtain a copy of the most current rates from the CMS website.

- D. The Contractor will be reimbursed upon submission of a monthly invoice to the County in a format approved by the County. The submitted invoice must show CPT codes of services provided and service charges.
- E. The Contractor must bill the County monthly by sending invoices to the Montgomery County DHHS WCCP, 2424 Reedie Drive, Suite 218, Wheaton, Maryland, 20902
- F. The County will only reimburse contractors for cytopathology, cervical or vaginal (the Bethesda System) for the Pap test using one of the following procedures: (1) slides, manual screening, or (2) collected in preservative fluid, automated thin layer preparation, manual screening. No other Pap test methods can be reimbursed through this Contract.
- G. The County will only reimburse for microbiology, human papilloma virus, amplified probe technique (high-risk panel).
- H. The County will reimburse for pathology, biopsy of the cervix, biopsy of the breast and examination of other surgical pathology specimens related to diagnosis of breast or cervical cancers.

**V. INVOICES**

- A. The Contractor must submit monthly invoices to the County in a format approved by the County. All invoices must include the following information: Invoice Number, Contractor's name, address, contract number, patient's name, the service provided, the CPT code, the date the service was provided, the cost for each service, amount due and a purchase order number. This fee is all inclusive and includes both the cytotechnologist's and cytopathologist's fees, the costs for picking up, interpreting, and reporting the result of the Pap test to the Montgomery County DHHS WCCP.
- B. The Contractor must submit all claims for reimbursement under this Contract to all insurance providers that provide insurance coverage for the client before such claims are submitted to the Montgomery County DHHS WCCP for payment. The Contractor must append to all claims submitted to the Montgomery County DHHS WCCP for payment under this Contract proof (explanation of benefits) that such claims have been denied in whole or in part by all of the insurance providers of the client.

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- C. The Contractor must submit a monthly invoice for the reimbursable service within thirty (30) days following the service month. Services are not reimbursable unless WCCP has received all test results.

**VI. TERM**

This Contract shall become effective upon signature by the County's Director, Office of Procurement, and shall be for a two-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for two (2) year terms each.

**VII. GENERAL CONDITIONS AND INSURANCE**

The attached General Conditions of Contract Between County and Contractor (Attachment A) are incorporated by reference and made part of this Contract. The following insurance requirements supersede those outlined in Provision 21 of the General Conditions.

Prior to the execution of the contract by the County, the Contractor must obtain, at their own cost and expense, the minimum following insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor must provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as a limitation of any potential liability on the part of the Contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Subject to applicable law, the insurance companies providing insurance coverage, as referenced in this agreement, may not limit coverage to their insured, or the County as an additional insured, to stated minimum amount(s) of insurance referenced in this contract/agreement.

Commercial General Liability

A minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

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Professional Liability – MEDICAL MALPRACTICE

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least one million dollars (\$1,000,000) per claim and aggregate and a maximum deductible of \$50,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be included as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract. Evidence of the contractor's additional insured endorsements must be provided upon request by the County. Additional insured endorsements CG 20 33, CG 20 37 with edition dates 4/2013, CG 20 38; or their equivalents attempting to restrict coverage will not be accepted.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland  
DHHS/CMT/ Tania Olaciregui  
401 Hungerford Drive, 6th fl  
Rockville, Maryland 20850

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**VIII. PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference into and made part of this contract and are listed in order of legal precedence below in the event of a conflict in their Terms:

- A. This Contract document;
- B. The General Conditions of Contract Between County And Contractor (Attachment A)
- C. Vendor Information Form (Attachment B)
- D. Minimal Clinical Elements (Attachment C)
- E. Standard Form-LLL (Attachment D)
- F. Minority Business program & Offeror's Representation (Attachment E) and Minority, Female Disabled (MFD) Person Subcontractor Performance Plan. (Attachment F)
- G. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor. (Attachment G)

[SIGNATURE PAGE FOLLOWS]

**Pre-Approved Form Contract #**

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**Signature Page - Open Solicitation # 1048537**

This Contract, which incorporates by reference: the, Notice to Vendors, the Instructions to Vendors, the Approved Form Contract with the attached General Conditions of Contract Between County and Contractor, Attachment A and Attachments B, C, D, E, F, and G, copies of which have been provided to the Contractor, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as the "Contractor" and Montgomery County, Maryland. This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

*Part A: Contractor's Offer to Provide Services:*

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited Liability Company OR Proprietorship

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed /Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Part B: County Acceptance:*

MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
Cherri Branson, Director  
Office of Procurement

\_\_\_\_\_  
Date

RECOMMENDATION

\_\_\_\_\_  
Uma S. Ahluwalia, Director  
Department of Health and Human Services

\_\_\_\_\_  
Date

This form has been approved as to form and legality by the Office of the County Attorney.

**\* Must be signed by corporate officer or person legally authorized to bind organization to a contract.**

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;

## ATTACHMENT A (Rev. 08-14-2015, by Solicitation Amendment #1)

- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
  - (10) issue notices to proceed; and
  - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

## ATTACHMENT A (Rev. 08-14-2015, by Solicitation Amendment #1)

### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

### 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

### 17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

### 18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

### 19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

### 20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

### 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

**ATTACHMENT A (Rev. 08-14-2015, by Solicitation Amendment #1)**  
**TABLE A. - INSURANCE REQUIREMENTS**  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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ATTACHMENT A (Rev. 08-14-2015, by Solicitation Amendment #1)

TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

**(Remainder of Page Intentionally Left Blank)**

## ATTACHMENT A (Rev. 08-14-2015, by Solicitation Amendment #1)

### 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

### 23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

### 24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

### 25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

### 26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

### 27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

### 28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

### 29. TERMINATION FOR CONVENIENCE

ATTACHMENT A (Rev. 08-14-2015, by Solicitation Amendment #1)

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

ATTACHMENT B

**VENDOR INFORMATION FORM**

Please fill in the attached Application Form completely,

Legal Name of Firm: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Contact Name:

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer Identification # (TIN): \_\_\_\_\_

Please check off one of the following: \_\_\_\_\_ For-Profit \_\_\_\_\_ Non-Profit Organization, e.g., 501c (3) or 501c (5) and write in which type of Non-Profit \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Completing this Form

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

Title

Please provide the date that you will be available to start providing services.

\_\_\_\_\_

I have received a copy of Open Solicitation # 1048537, reviewed and agree to accept the County's rates as indicated in this Open Solicitation and its requirements including insurance, and agree to the WCCP requirements. I have received a copy of the County's General Conditions and accept the County's terms and conditions. If my insurance underwriter will not agree to provide 45 days written notice of cancellation or change for the liability coverage, I (each insured party) will provide the County with 45 days written notice of cancellation or change of the liability insurance.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



STATE OF MARYLAND

ATTACHMENT C - MINIMAL CLINICAL ELEMENTS

# DHMH

Maryland Department of Health and Mental Hygiene

Martin O'Malley, Governor – Anthony G. Brown, Lt. Governor – Joshua M. Sharfstein M.D., Secretary

## Prevention and Health Promotion Administration

Michelle Spencer, MS, Director  
Donna Gugel, MHS, Deputy Director

Ilise D. Marrazzo, RN, BSN, MPH, Director, Maternal and Child Health Bureau  
Deborah B. McGruder, MPH, PMP, Director, Infectious Disease Bureau  
Clifford S. Mitchell, MS, MD, MPH, Director, Environmental Health Bureau  
Donald Shell, MD, MA, Director, Cancer and Chronic Disease Bureau

February 25, 2014

**Maryland Breast & Cervical  
Cancer Program Medical  
Advisory Committee**

**Breast Cancer Subcommittee**

**Stanley P. Watkins, M.D.**  
Chairman  
Annapolis Medical Specialists  
Medical Oncology

**Cecilia Brennecke, M.D.**  
Johns Hopkins Imaging  
Breast Imaging Specialist

**Robert Brookland, M.D.**  
Greater Baltimore Medical Center  
Radiation Oncology/Therapy

**Regina Hampton, M.D.**  
Doctor's Community Hospital  
Breast Surgery

**Kathy J. Helzlsouer, M.D.**  
Director  
The Prevention and Research  
Center  
Weinberg Center for Women's  
Health & Medicine  
Mercy Medical Center

**Nagi Khouri, M.D.**  
Johns Hopkins Medical Institutes  
Radiation/Radiation Oncology

**Lorraine Tafra, M.D.**  
Anne Arundel Medical Center  
Breast Surgery

Dear Maryland Breast and Cervical Cancer Program Provider:

Thank you for providing breast cancer screening for uninsured or underinsured women aged 40-64 enrolled in the Maryland Breast and Cervical Cancer Program (BCCP). The Maryland BCCP is a grantee of the National Breast and Cervical Cancer Early Detection Program, funded by the Centers for Disease Control and Prevention (CDC). The policies of the national program are based on evidence in scientific literature and recommendations from national organizations such as the American Cancer Society, the United States Preventive Task Force, the National Comprehensive Cancer Network and the American College of Radiology.

We are pleased to enclose the revised "Minimal Clinical Elements for Breast Cancer Detection and Diagnosis" developed by the Medical Advisory Committee for the BCCP to serve as guidelines for the screening and management of women receiving breast cancer screening through the BCCP and diagnostic services through the BCCP Expanded.

The changes include:

- Clarification of mammogram type for women with a history of breast cancer.
- Guidelines for reimbursement for immunohistochemistry (IHC) for benign breast biopsy and reimbursement rate.
- Revisions to follow-up options after any CBE result with a mammogram result = BI-RADS 4 and negative biopsy.
- Clarification of reimbursement for surgical consult or follow-up visits.

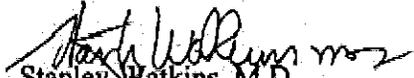
201 W. Preston Street, Baltimore, Maryland 21201  
410-767-6742 Fax 410-333-5995  
Toll Free 1-877-4MD-DHMH TTY for Disabled  
Maryland Relay Service 1-800-735-2258

500 N. Calvert Street, 5<sup>th</sup> Fl, Baltimore, Maryland 21202  
410-767-5227 • Fax 410-333-6333 • TDD for Disabled 410-333-4800  
Toll Free 1-800-358-9001 • TTY for Disabled  
Maryland Relay Service 1-800-735-2258

Web Site: <http://phpa.dhmh.maryland.gov>

We appreciate your cooperation in using these new guidelines. If you have any questions regarding the new "Minimal Clinical Elements for Breast Cancer Detection and Diagnosis" for the Maryland Breast and Cervical Cancer Program, please contact Courtney Lewis, Director of the Center for Cancer Prevention and Control (CCPC) at (410) 767- 0824 or Courtney.lewis@maryland.gov.

Sincerely,



Stanley Watkins, M.D.

Chairman, Medical Advisory Committee

Maryland Breast and Cervical Cancer Program

Enclosure

Cc Courtney Lewis, M.P.H., Director, CCPC  
Dawn Henninger, R.N., M.S., Program Manager, BCCP  
Holly Harshbarger, R.N., B.S., Program Nurse Consultant, BCCP  
Local BCCP Coordinators

**Minimal Clinical Elements for Breast Cancer Detection and Diagnosis**  
**Maryland Breast and Cervical Cancer Program**  
**Maryland DHMH, Center for Cancer Prevention and Control**  
**January 2014**

**Goal:**

The goal of the Minimal Clinical Elements for Breast Cancer Detection and Diagnosis is to provide clients of the Maryland Breast and Cervical Cancer Program (BCCP) with optimal, up-to-date screening for breast cancer and management of findings

**Objective:**

- To provide clinical guidelines for breast cancer screening and diagnostic testing including interpretation and management of results of clinical breast examination, mammography, and diagnostic testing.
- To outline appropriate management and approved indications for procedure payment.

**Detection and Management of Breast Abnormalities in the Breast and Cervical Cancer Program—Breast Cancer Minimal Clinical Elements**

<b>Section</b>	<b>Page</b>
I. Maryland Breast and Cervical Cancer Program (BCCP)— Eligibility for Screening, Procedures for Screening or Initial Testing, and Eligibility for Expanded Diagnostic Testing	
A. BCCP Eligibility and Procedures for Screening or Initial Testing	3
B. Eligibility for Diagnostic Testing in the BCCP Expanded Services	4
II. Findings, Management of Results, Additional Procedures and Program Coverage	
A. Results and Reports	5
B. Management of Findings of CBE, Initial Mammogram, and Testing	6
C. Additional Procedures and Program Coverage	6
<b>Attachment A</b>	<b>8</b>
<b>Flow Charts of the Maryland Breast and Cervical Cancer Program: Management of Clinical Breast Examination and Mammogram Results</b>	
I. Management when the Clinical Breast Exam is <i>Normal/Benign</i>	9
II. Management when the Clinical Breast Exam is <i>Abnormal</i>	10

**Members of the Breast Cancer Subcommittee of the  
BCCP Medical Advisory Committee:**

Stanley Watkins, M.D., Chairman  
Hematologist/Oncologist  
Annapolis Medical Specialists  
Assistant Professor of Oncology, The Johns Hopkins School of Medicine (part time)

Cecilia Brennecke, M.D.  
Medical Director, Johns Hopkins Imaging  
Diagnostic Radiology

Robert Brookland, M.D.  
Radiation Oncology/Radiation Therapy  
Greater Baltimore Medical Center

Regina Hampton, M.D. FACS  
Medical Director, Center for Women's Wellness  
Doctor's Community Hospital

Kathy J. Helzlsouer, M.D., M.H.S.  
Director, The Prevention and Research Center  
The Weinberg Center for Women's Health and Medicine  
Mercy Medical Center

Nagi Khouri, M.D.  
Associate Professor of Radiology and Radiological Science  
Associate Professor of Oncology  
Johns Hopkins Medical Institutions

Lorraine Tafra, M.D.  
Breast Surgery  
Anne Arundel Medical Center

Staff for the Breast Cancer Subcommittee  
Center for Cancer Prevention and Control, Maryland Dept. of Health and Mental Hygiene  
Courtney Lewis, M.P.H., Director, CCPC  
Diane Dwyer, M.D., Medical Director, CCPC  
Dawn Henninger, R.N., M.S., Program Manager, BCCP  
Holly Harshbarger, R.N., B.S. Program Nurse Consultant, BCCP

# Detection and Management of Breast Abnormalities in the Breast and Cervical Cancer Program

## Breast Cancer Minimal Clinical Elements (MCE)

### I. Maryland Breast and Cervical Cancer Program (BCCP)—Eligibility for Screening, Procedures for Screening or Initial Testing, and Eligibility for Expanded Diagnostic Testing

#### A. BCCP Eligibility and Procedures for Screening or Initial Testing

1. A woman is eligible for breast cancer screening with clinical breast examination (CBE) and mammogram in the BCCP *regardless* of symptoms, risk factors, or prior breast cancer/findings if she:
  - a. Is 40 – 64 years old or 65+ without Medicare Part B;
  - b. Meets income eligibility of household income <250% of the Federal Poverty Guideline;
  - c. Has no health insurance, has health insurance that does not cover breast cancer screening, or has coverage but has not met deductible for the year; **and**
  - d. Has **not** had bilateral mastectomies.
  
2. A woman should have a **diagnostic mammogram** if a woman has:
  - a. A CBE with results that include:
    - i. Nipple discharge that is:
      - (a) Bloody;
      - (b) Crystal clear (like water); or
      - (c) Any other color or clarity (for example, yellow, white, milky, gray, green) if the discharge is unilateral, single duct, and spontaneous.
    - ii. Discrete palpable mass—suspicious for cancer;
    - iii. Nipple/areolar scaliness; or
    - iv. Skin dimpling/retraction;
  - b. A recommendation for a diagnostic mammogram from the Medical Case Manager.
  
3. A woman should have a **screening mammogram** as the annual exam if the woman has:
  - a. A CBE with Normal findings or a CBE with Benign findings, including:
    - i. Nipple discharge that does not meet the requirement for diagnostic mammogram (2., a., i., above);
    - ii. Breast implant(s);
    - iii. Fibrocystic changes,
    - iv. Mastitis;
    - v. “Lumpy” breasts;
    - vi. Family history of breast cancer (premenopausal breast cancer in sister/mother);or

- vii. Prior benign biopsy (within past year) when surgeon or radiologist recommends screening mammogram.
  - b. A history of negative screening mammogram(s) (American College of Radiology, Breast Imaging and Database Reporting System [BI-RADS] category 1, negative, or BI-RADS 2, benign finding).
4. A woman with a prior history of breast cancer (in situ or invasive, in patient who has not had bilateral mastectomies) should have a:
    - a. Diagnostic mammogram for 5 years post diagnosis then;
    - b. May resume screening mammogram after 5 years at the discretion of the medical case manager, radiologist and client.
  5. CBE should be performed 90 days prior to the screening mammogram.
    - a. Each breast should be examined including the retroareolar and peripheral areas and the upper lateral quadrant into the axilla.
    - b. The preferred method of CBE is the strip technique using three levels of pressure in small circular motions with pad of three middle fingers without lubrication (MammaCare® method).

#### **B. Eligibility for Diagnostic Testing in the BCCP Expanded Services**

A woman is eligible for breast cancer diagnostic testing **in the BCCP Expanded Services** if she:

1. Is 40 – 64 years old, or 65+ without Medicare Part B;
2. Meets income eligibility of <250% of the Federal Poverty Guideline;
3. Has no health insurance, has health insurance that does not cover breast cancer diagnostic testing/visits, or has coverage but has not met deductible for the year;
4. Has not had bilateral mastectomies; and
5. Provides the BCCP with a recommendation from a clinician for diagnostic workup and test results of:
  - a. CBE requiring further diagnosis (see I. A. 2. a.);
  - b. Mammogram requiring further diagnosis;
  - c. Ultrasound abnormal finding other than simple cyst(s); or
  - d. Persistent, unexplained, localized pain in the breast with a negative mammogram.

## II. Findings, Management of Results, Additional Procedures, and Program Coverage

### A. Results and Reports

#### 1. CBE findings:

a. Should be reported as:

i. Normal exam

ii. Benign findings

iii. Abnormal findings:

1. Nipple discharge that is bloody, crystal clear (like water) or any other color or clarity (for example, yellow, white, milky, gray, green) if the discharge is unilateral, single duct, and spontaneous.

2. Discrete palpable mass—suspicious for cancer

3. Nipple/areolar scaliness

4. Skin dimpling/retraction

b. CBE should report whether there are breast implants; however, this finding would be categorized as a “Benign finding” if no other abnormalities were found.

c. CBE should report whether the patient has had a lumpectomy or a mastectomy and which breast was affected; however, this finding would be categorized as a “Benign finding” if no other abnormalities were found.

#### 2. Mammogram findings should be reported using American College of Radiology BI-RADS® (Breast Imaging-Reporting and Database System) Assessment Categories:

##### a. Assessment is Incomplete

0 Need Additional Imaging Evaluation and/or Prior Mammograms for Comparison

##### b. Assessment is Complete – Final Categories

1 Negative

2 Benign Finding(s)

3 Probably Benign Finding – Initial Short-Interval Follow-Up Suggested

4 Suspicious Abnormality – Biopsy Should Be Considered

5 Highly Suggestive of Malignancy – Appropriate Action Should Be Taken

6 Known Biopsy-Proven Malignancy – Appropriate Action Should Be Taken

(Category reserved for lesions identified on imaging study with biopsy proof of malignancy prior to definitive therapy)

Ref. The American College of Radiology BI-RADS® ATLAS and MQSA: Frequently Asked Questions (Updated: 7/1/09)

c. **Breast composition on mammogram** should be described for all patients using the following patterns:

i. The breast is almost entirely fat (<25% glandular)

ii. There are scattered fibroglandular densities (approximately 25-50% glandular)

iii. The breast tissue is heterogeneously dense, which could obscure detection of small masses (approximately 51-75% glandular)

- iv. The breast tissue is extremely dense. This may lower the sensitivity of mammography (>75% glandular).

Ref. 2003 ACR® BI-RADS Atlas

3. **Ultrasound definitions:** The terms “simple cyst,” “complicated cyst,” and “complex cyst” are defined by the radiologist and stated in the report of an ultrasound examination.
4. The radiologist’s diagnostic workup/evaluation report should include the results of the diagnostic mammogram, ultrasound (when performed), CBE, and the correlation of each test with each other.

## **B. Management of Findings of CBE, Initial Mammogram, and Testing**

1. **See Attachment A.** Flow Charts of the Maryland Breast and Cervical Cancer Program: Management of Clinical Breast Examination and Mammogram Results.
2. A woman with persistent, unexplained, localized pain in the breast should be evaluated by a breast specialist or surgeon.
3. If a radiologist recommends obtaining results or copies of prior mammograms following a BI-RADS category 0 result, local programs should assist in obtaining the results or copies.
4. Image-guided percutaneous needle biopsy is the diagnostic procedure of choice for image-detected abnormalities, with few exceptions.
5. When a non-palpable or questionably palpable mass that was found on imaging is excised, the specimen should be verified by using the appropriate imaging modality while the patient is still in the operating room.
6. At least one breast tissue specimen positive for cancer should be tested for tumor markers (e.g. estrogen/progesterone receptors, her2neu etc.) to guide clinical management.

## **C. Additional Procedures and Program Coverage**

1. Providers should consult with the local BCCP for questions about coverage for payment of procedures.
2. Magnetic Resonance Imaging (MRI)
  - a. The DHMH BCCP **will not reimburse** for MRI for breast cancer **screening**.
  - b. If recommended by the managing physician, the BCCP **will reimburse** for a MRI of the breast for:
    - i. Extent of disease in the ipsilateral breast in patients with a recent diagnosis of breast cancer;

- ii. Screening of the contralateral breast in women with a current, newly diagnosed, unilateral breast cancer;
  - iii. Evaluation of patients undergoing current neoadjuvant chemotherapy for breast cancer;
  - iv. Positive margins after surgery for breast malignancy; or
  - v. Chest wall invasion suspected.
- c. The BCCP **will not reimburse** for MRI of the breast for:
- i. Surveillance of breast findings (for example, the program will not reimburse for MRI follow-up every 3-6 months for a surgical consult of “benign findings”);
  - ii. Problem solving for inconclusive clinical or mammographic findings; or
  - iii. Evaluation of silicone breast implant integrity.
3. The BCCP will reimburse for a surgical or breast specialist consultation for a woman who has a negative mammogram but who has persistent, unexplained, localized pain in the breast.
4. BCCP funds surgical consults or follow-up visits intended to confirm or rule out breast cancer when screening tests yield abnormal results. BCCP will:
- a. Reimburse a maximum of two consults or visits to the same breast surgeon for the same breast problem (initial consultation plus a follow-up consultation).
  - b. Reimburse follow-up of post-operative/post-biopsy complications of infection, hematoma, etc., following a BCCP-funded biopsy.
  - c. Consider reimbursement on a case-by-case basis for follow-up surgical visits where the surgical pathology may be associated with recurrence or the presence of a more severe abnormality in the breast (e.g. certain types of atypia, phyllodes tumors) and the surgeon recommends short-term follow-up (every 3-6 months) for a maximum of 12 months.
  - d. Not reimburse for on-going surveillance for those cases in which the medical case manager or surgeon recommends frequent follow-up visits for surveillance based on a benign breast condition that is considered chronic and or based on a woman’s risk factors.
5. The BCCP will reimburse for immunohistochemical (IHC) stains as indicated below:
- a. When cancer is diagnosed on the biopsy: the BCCP will reimburse for IHC stains ordered by the clinician or pathologist.
  - b. When cancer is suspected or needs to be ruled out: IHC should not be used reflexively to evaluate every breast biopsy. IHC is best used when ordered by the pathologist where IHC will clarify an ambiguous pathologic diagnosis. The most frequent use of this is where the pathologist wants to know whether an adenoma or papilloma harbors invasive disease, or whether the tumor is ductal or lobular. The BCCP will reimburse in these cases but may request more information to justify the use of IHC.

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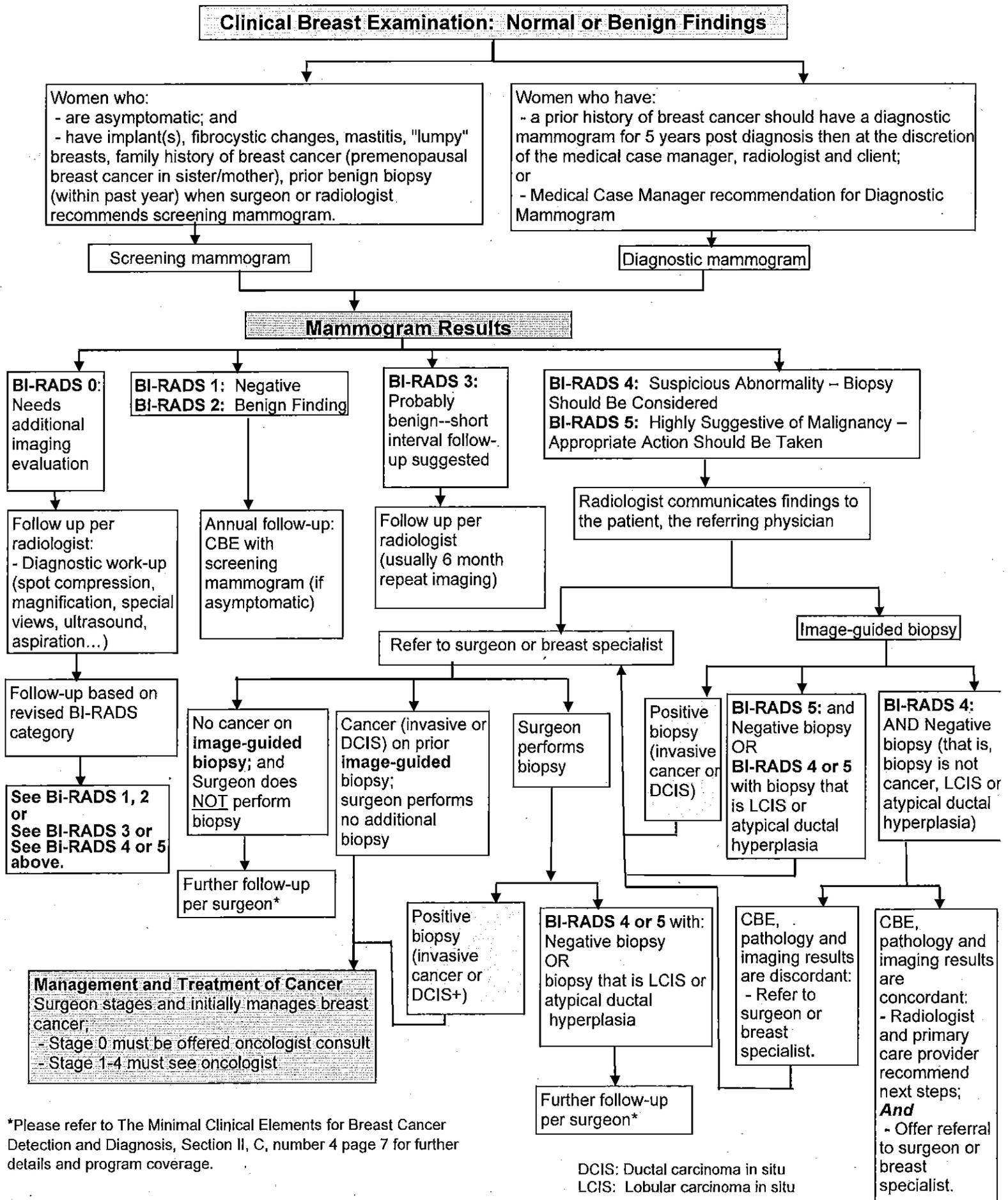
## **Attachment A**

### **Flow Charts of the Maryland Breast and Cervical Cancer Program:**

#### **Management of Clinical Breast Examination and Mammogram Results**

- I. Management when Clinical Breast Examination is  
Normal/Benign Findings**
  
- II. Management when Clinical Breast Examination is  
Abnormal**

# Management of Clinical Breast Exam and Mammogram Results:

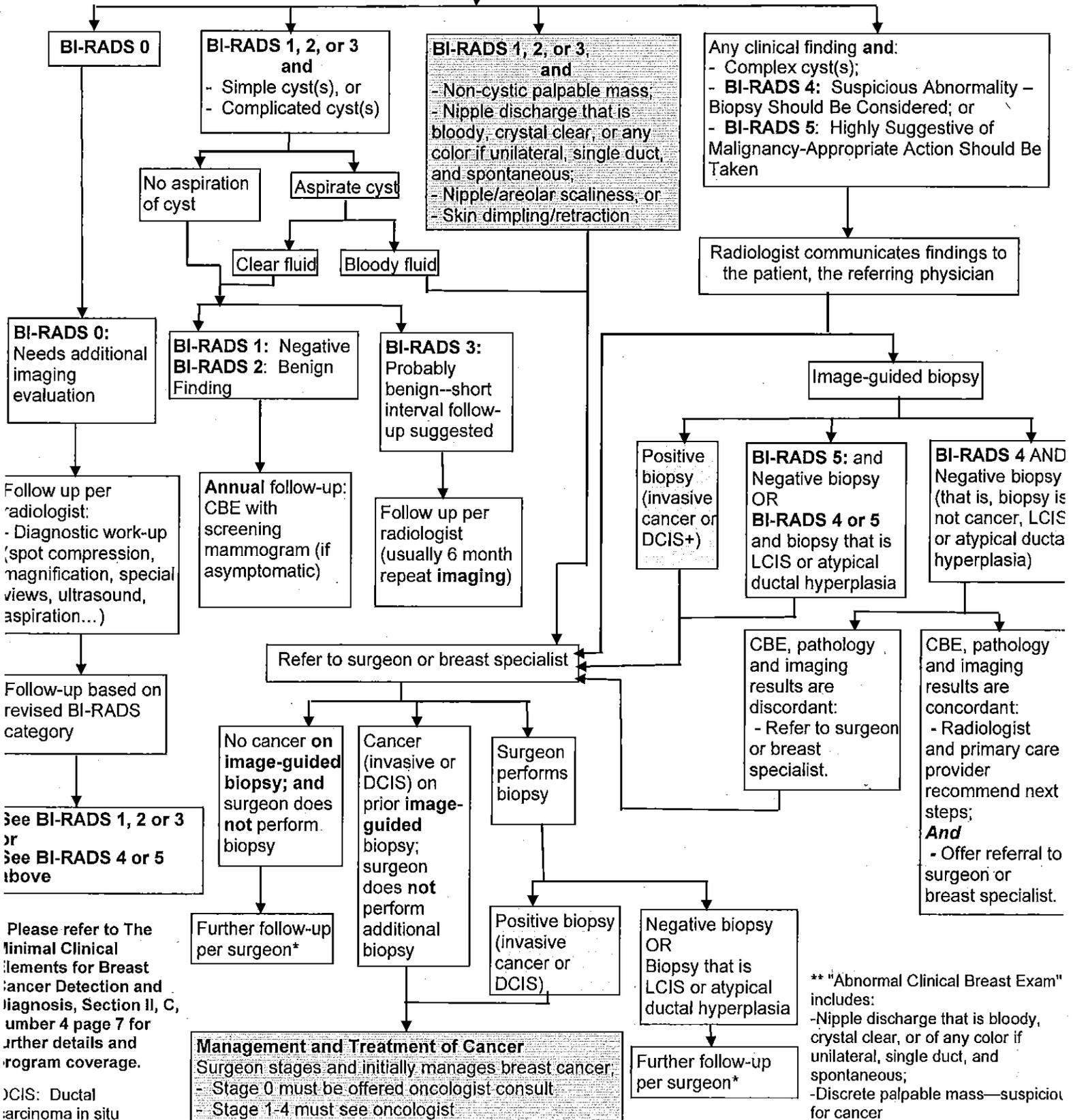


# Management of Clinical Breast Exam and Mammogram Results:

**Clinical Breast Examination: Abnormal (other than Normal or Benign Finding) \*\***

**Diagnostic mammogram (always); with Ultrasound, if recommended**

**CBE, Mammogram, and Ultrasound Results**



Please refer to The Final Clinical Elements for Breast Cancer Detection and Diagnosis, Section II, C, number 4 page 7 for further details and program coverage.

DCIS: Ductal carcinoma in situ  
LCIS: Lobular

**\*\* "Abnormal Clinical Breast Exam" includes:**  
- Nipple discharge that is bloody, crystal clear, or of any color if unilateral, single duct, and spontaneous;  
- Discrete palpable mass—suspicious for cancer  
- Nipple/areolar scaliness

**Minimal Clinical Elements for Cervical Cancer Detection and Diagnosis**  
**Maryland Breast and Cervical Cancer Program**  
**Maryland DHMH, Center for Cancer Prevention and Control**  
**July 2012**

**Goal:**

The goal of the Minimal Clinical Elements for Cervical Cancer Detection and Diagnosis is to provide clients of the Maryland Breast and Cervical Cancer Program (BCCP) with optimal, up-to-date screening for cervical cancer and management of findings.

**Objectives:**

- To assist local BCCPs in evaluating cervical cytology screening interval, results and recommended management.
- To incorporate into the Minimal Clinical Elements the 2012 USPSTF Recommendations for Screening for Cervical Cancer.
- To assure the Minimal Clinical Elements remain in line with the 2001 Bethesda System Terminology for Reporting Results of Cervical Cytology.
- To inform clinicians of these guidelines.
- To incorporate into the Minimal Clinical Elements the 2006 American Society for Colposcopy and Cervical Pathology (ASCCP) Consensus Guidelines for the Management of Women with Cervical Intraepithelial Neoplasia and Cervical Cytological Abnormalities.

**Attachment A: Detection of Cervical Cytologic Abnormalities in the BCCP**

- **Attachment A1:** Screening Interval
- **Attachment A2:** Program Guidelines
- **Attachment A3:** Cervical Specimen Collection and Cytology Findings Reported (2001 Bethesda System)

**Attachment B: Management of Cervical Cytologic Abnormalities in the BCCP**

- *Selected* ASCCP Flow Charts relevant to the Maryland Breast and Cervical Cancer Program: Cytology and Histology, ©2006, 2007 (The entire set of ASCCP Flow Charts is available at <http://www.asccp.org/consensus.shtml>)

**References:**

1. Solomon D, Davey D, Kurman, R, et al. for the Forum Group Members and the Bethesda 2001 Workshop. The 2001 Bethesda System: Terminology for Reporting Results of Cervical Cytology. JAMA. 2002;287: 2114-9.
2. Robert A. Smith, Vilma Cokkinides and Otis W. Brawley. Cancer screening the United States, 2009: A review of current American Cancer Society guidelines and issues in cancer screening. CA Cancer J Clin 2009;59;27-41.
3. Thomas C. Wright Jr, MD, L. Stewart Massad, MD, Charles J. Dunton, MD, Mark Spitzer, MD, Edward J. Wilkinson, MD, Diane Solomon, MD for the 2006 American Society for Colposcopy and Cervical Pathology-sponsored Consensus Conference. 2006 consensus guidelines for the management of women with cervical intraepithelial neoplasia or adenocarcinoma in situ. Am J Ob Gyn. October 2007;340-5.
4. Thomas C. Wright Jr, MD, L. Stewart Massad, MD, Charles J. Dunton, MD, Mark Spitzer, MD, Edward J. Wilkinson, MD, Diane Solomon, MD for the 2006 American Society for Colposcopy and Cervical Pathology-sponsored Consensus Conference. 2006 consensus

guidelines for the management of women with abnormal cervical cancer screening tests. *Am J Ob Gyn.* October 2007;346-55.

5. Saslow, D, Solomon, D, Lawson, HW, et al. "American Cancer Society, American Society for Colposcopy and Cervical Pathology, and American Society for Clinical Pathology Screening Guidelines for the Prevention and Early Detection of Cervical Cancer" *Am J Clin Pathol* 2012;137:516-542.

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**Maryland Breast and Cervical Cancer Program**  
**Maryland DHMH, Center for Cancer Prevention and Control**  
**Attachment A—Detection of Cervical Cytologic Abnormalities in the**  
**BCCP**

**Attachment A1**  
**Screening Interval**

Population	Recommendation
Women ages 40-64	Screen with cytology alone every 3 years or Co-testing with cytology and HPV every 5 years
Women older than 65 who have had adequate prior screening and are not high risk	Do not screen if adequate prior screening. (See Attachment A2 Program Guidelines #5)
Women after hysterectomy with removal of the cervix and with no history of a high-grade precancerous lesion (CIN 2 or 3) or cervical cancer	Do not screen women who have had a hysterectomy with removal of the cervix and who do not have a history of a high-grade precancerous lesion (i.e., cervical intraepithelial neoplasia [CIN] grade 2 or 3) or cervical cancer.
Women after hysterectomy with removal of the cervix and with history of a high- grade precancerous lesion (CIN 2 or 3) or cervical cancer	Women who have had a hysterectomy for CIN disease should undergo cervical cancer screening with cytology alone every three years or co-testing with cytology and HPV every 5 years for 20 years even if it goes past the age of 65.  Women who have had cervical cancer should continue annual screening indefinitely as long as they are in reasonable health.

**Maryland Breast and Cervical Cancer Program**  
**Maryland DHMH, Center for Cancer Prevention and Control**  
**Attachment A2**  
***Program Guidelines***

1. Program eligibility for the Maryland Breast and Cervical Cancer Program
  - a. Women 40 – 64 years old or 65+ without Medicare Part B;
  - b. Meets income eligibility of  $\leq 250\%$  of the Federal Poverty Guideline;
  - c. Has no health insurance, has no health insurance that covers cervical cancer screening, or has coverage but has not met the deductible for the year; and
  - d. Either:
    - i. Has an intact cervix (no hysterectomy or supracervical hysterectomy); or
    - ii. Has had a hysterectomy for cervical cancer, for CIN 2/3, or for an indication unknown to the woman.
  
2. Vaginal Pap tests may be performed *only* on women who required a hysterectomy due to cervical cancer or CIN 2/3.
  - a. For other indications (symptoms or vaginal lesion), refer the woman to another program for Pap testing or evaluation.
  - b. Women who have had a hysterectomy for CIN 2/3 disease should undergo cervical cancer screening every 3 years with cytology alone or co-testing with cytology and HPV every 5 years for 20 years even if screening extends beyond the age of 65.
  - c. Women who have had a hysterectomy due to cervical cancer should continue annual screening indefinitely as long as they are in reasonable health.
  - d. If the reason for the hysterectomy cannot be documented, she should continue routine screening with Pap testing every 3 years or co-testing every 5 years.
  
3. The screening interval for average risk women—
  - a. Cytology alone every 3 years **OR**
  - b. Co-testing with cytology and HPV every 5 years.
  
4. Women who are considered high-risk may need more intensive (i.e. annual) screening. This pertains to women who:
  - a. Were exposed in utero to diethylstilbestrol (DES);
  - b. Are immunocompromised; or
  - c. Are HIV-infected.
  
5. Women age 65+ who have had adequate prior cervical cancer screening and are not otherwise at high risk for cervical cancer should not be tested. (Adequate prior screening is defined as 3 consecutive negative cytology results or 2

consecutive negative HPV results within 10 years before cessation of screening, with the most recent test occurring within 5 years.)

6. HPV DNA Testing

- a. HPV DNA testing is reimbursable as a screening test in the BCCP if used in co-testing with cytology every 5 years.
- b. Only HPV DNA testing for high-risk genotypes is reimbursable.
- c. Reimbursement for HPV genotyping is not allowed.
- d. HPV DNA testing is reimbursable if performed as guided by ASCCP Flow Sheets in the management of abnormal cytology/histology, for example:
  - i. As a follow-up test to an ASC-US result (See attachment B, ASCCP Flow, Page 7 of 16); or
  - ii. For surveillance at 12 months following LSIL without evidence of CIN on colposcopy-directed biopsy (See attachment B, ASCCP Flow, page 9 of 16).

7. If the Pap test is read as "unsatisfactory for evaluation,"

- a. If the woman had prior Negative Pap test results, repeat Pap test in 4 months.
- b. If the woman had (one or more) prior Abnormal Pap test results, repeat the Pap test in 4 months.

8. If the Pap test on a premenopausal woman is read as "Normal. Satisfactory for evaluation; no endocervical cells present,"

- a. If the woman had prior Negative Pap tests for the prior 2-3 tests, then return for repeat Pap test in 12 months.
- b. If the woman did not have a history of several prior Negative Pap tests, then return for repeat Pap in 4 months.

9. If a patient has a history of cervical cancer *without* hysterectomy (e.g., radiation, implant, conization)

- a. If the woman is being released from gynecologic oncologist to routine screening (e.g., after 5 years of follow-up post diagnosis), obtain and review medical history of Pap test results to know what will be expected on the Pap tests in the BCCP (e.g., endocervical cells or not).
- b. If the woman has no medical records, refer first (before testing in the BCCP) to a gynecologic oncologist for consultation on appropriate Pap testing and test result interpretation.

10. Follow ASCCP Flow Sheets (Attachment B) based on Cytologic and Histologic findings.

11. Only procedures recommended in the ASCCP Flow Sheets based on the Cytologic or Histologic findings will be paid. Additional or alternative procedures are usually not paid for by the BCCP. Consultation with the local BCCP public

health program is advised before proceeding with further procedures.

**Maryland Breast and Cervical Cancer Program**  
**Maryland DHMH, Center for Cancer Prevention and Control**  
**Attachment A3**  
***Cervical Specimen Collection and***  
***Cytology Findings Reported (2001 Bethesda System)***

1. Specimen Collection
  - a. Collection of conventional Pap smear
    - i. A sample of the ectocervix is collected with a spatula rotating 360 degrees at least once around the cervix.
    - ii. A sample of the endocervix is collected preferably with a cytobrush rotating at least 90 degrees.
    - iii. If no cervix present, a sample of the vaginal cuff only is collected (see BCCP Program Guidelines #1 d and #2 a, b, & c above).
  - b. Collection of liquid-based cervical cytology
    - i. A gynecologic sample is collected using a broom-type or cytobrush/spatula cervical sampling device and then rinsed into the collection medium following directions of the manufacturer.
2. Specimen Adequacy
  - a. Satisfactory for evaluation (note presence or absence of endocervical/transformation zone component).
  - b. Unsatisfactory for evaluation because of... (specify reason).
    - i. Specimen rejected/not processed (specify reason).
    - ii. Specimen processed and examined, but unsatisfactory for evaluation of epithelial abnormality because of (specify reason).
3. Results
  - a. Negative for Intraepithelial Lesion or Malignancy (reporting non-neoplastic findings is optional)
    - i. Organisms (e.g., Trichomonas; fungal org. consistent with Candida; bacterial vaginosis; Actinomyces species; cellular changes consistent with Herpes simplex virus).
    - ii. Other non-neoplastic findings (e.g., Reactive changes/Glandular status post hysterectomy/Atrophy).
  - b. Epithelial Cell Abnormalities
    - i. Squamous Cell
      - ASC-US (atypical squamous cells of undetermined significance).
      - ASC-H (atypical squamous cells-cannot exclude high grade squamous intraepithelial lesion [HSIL]).
      - LSIL (low grade squamous intraepithelial lesion—includes Human Papilloma Virus [HPV]/ mild dysplasia/CIN 1).

- HSIL (high grade squamous intraepithelial lesion— includes mod. and severe dysplasia, CIS; CIN-2 & CIN-3).
- Squamous cell carcinoma
- ii. Glandular Cell
  - Atypical glandular cells (AGC) specify endocervical, endometrial, or not otherwise specified (NOS).
  - Atypical glandular cells, favor neoplastic (specify endocervical, or NOS).
  - Endocervical adenocarcinoma in situ (AIS).
  - Adenocarcinoma (all types).
- c. Other
  - i. Endometrial cells (in women > 40 years of age).
  - ii. Other Malignant Neoplasms (specify).

**Educational Notes and Suggestions**—Women who are pregnant or who still desire pregnancy should have additional consultation beyond these guidelines.

**Attachment B—Management of Cervical Cytologic Abnormalities in the  
BCCP**

***Selected ASCCP Flow Charts***

**Relevant to the Maryland Breast and Cervical Cancer Program:  
Cytology and Histology**

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Footnotes in the charts may refer to text or special situations further clarified in these references:

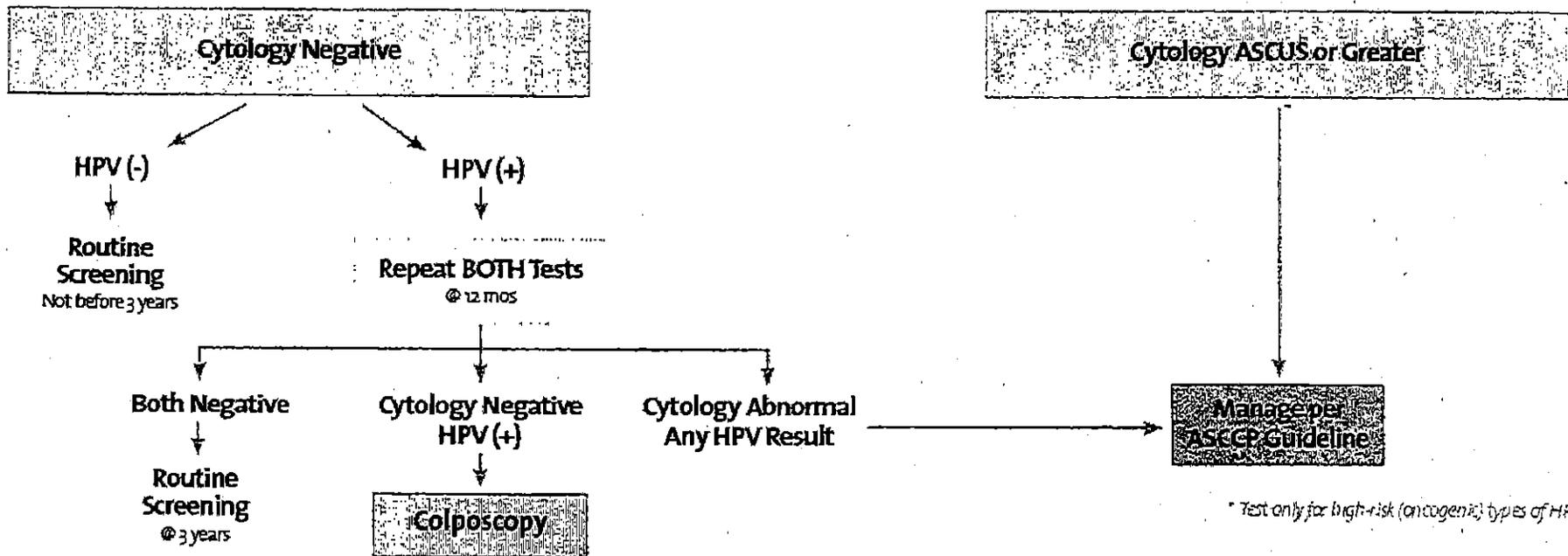
- Thomas C. Wright Jr, MD, L. Stewart Massad, MD, Charles J. Dunton, MD, Mark Spitzer, MD, Edward J. Wilkinson, MD, Diane Solomon, MD for the 2006 American Society for Colposcopy and Cervical Pathology-sponsored Consensus Conference. 2006 consensus guidelines for the management of women with cervical intraepithelial neoplasia or adenocarcinoma in situ. *Am J Ob Gyn.* October 2007;340-5
- Thomas C. Wright Jr, MD, L. Stewart Massad, MD, Charles J. Dunton, MD, Mark Spitzer, MD, Edward J. Wilkinson, MD, Diane Solomon, MD for the 2006 American Society for Colposcopy and Cervical Pathology-sponsored Consensus Conference. 2006 consensus guidelines for the management of women with abnormal cervical cancer screening tests. *Am J Ob Gyn.* October 2007;346-55

**The entire set of ASCCP Flow Charts including the charts not included here are available at <http://www.asccp.org/consensus.shtml>**

Charts not included here are:

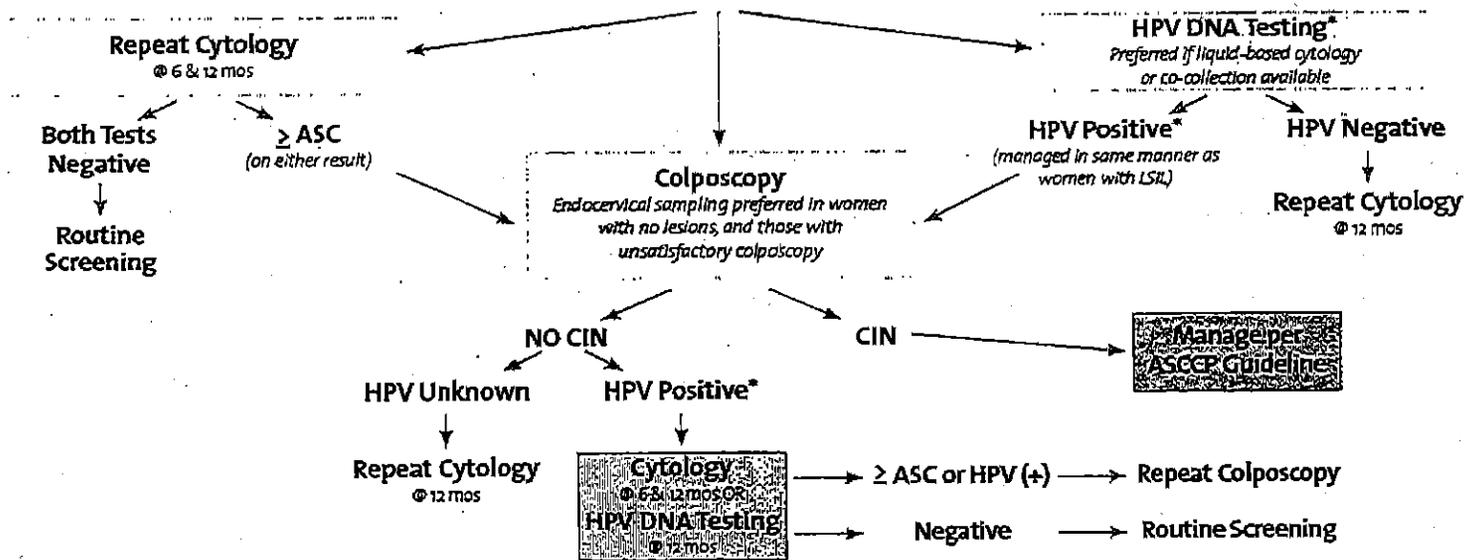
- Management of Adolescent Women with Either ASC-US or LSIL
- Management of Pregnant Women with LSIL
- Management of Adolescent Women (20 years and younger) with HSIL
- Management of Adolescent Women (20 years and younger) with CIN-1
- Management of Adolescent and Younger Women with a Histological Diagnosis of CIN 2,3

## Use of HPV DNA Testing \* as an Adjunct to Cytology for Cervical Cancer Screening in Women 30 Years and Older

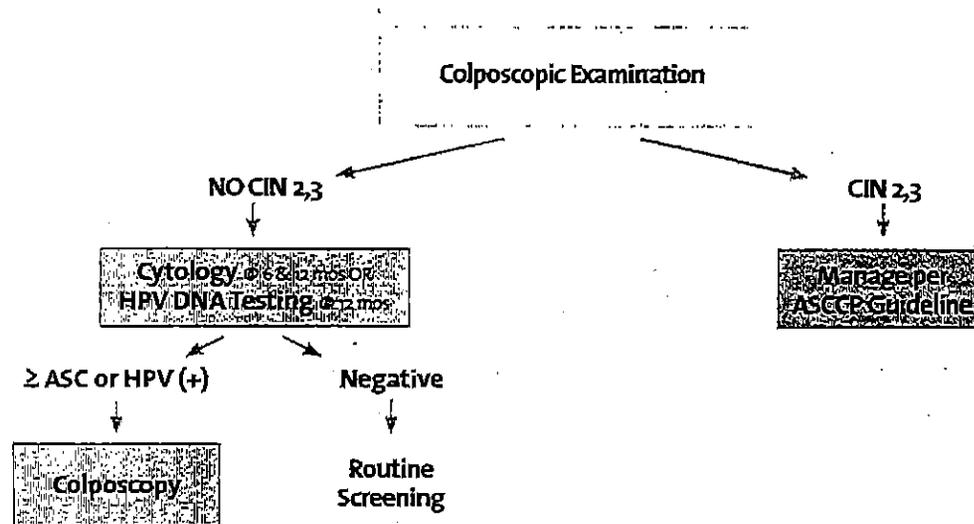


\* Test only for high-risk (oncogenic) types of HPV

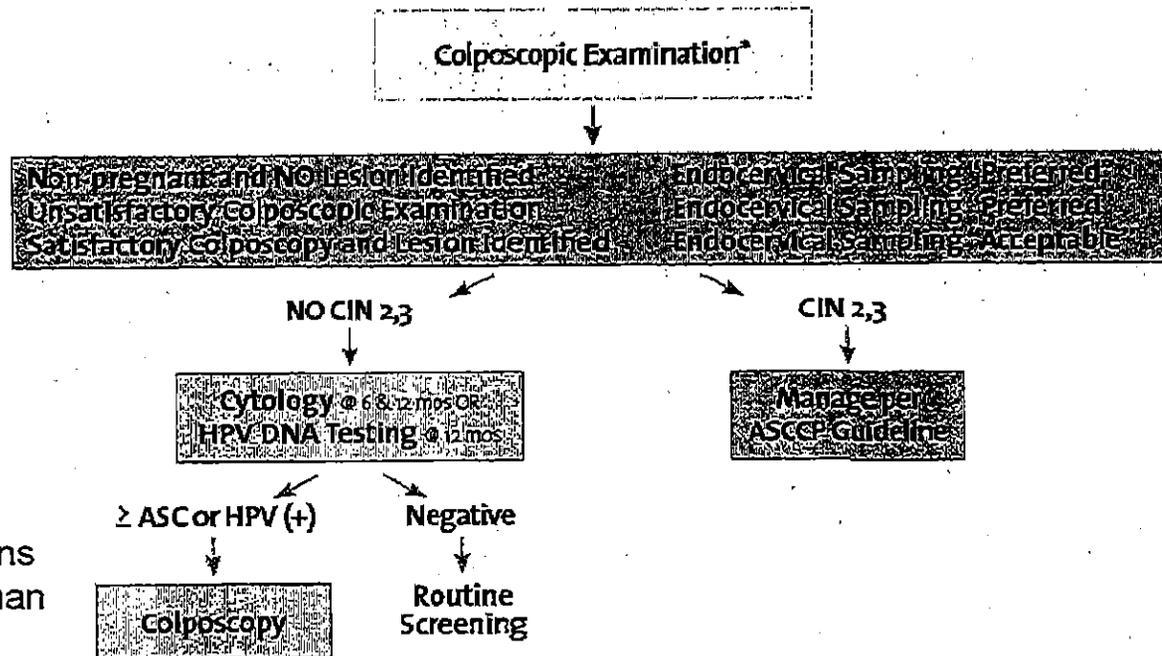
## Management of Women with Atypical Squamous Cells of Undetermined Significance (ASC-US)



## Management of Women with Atypical Squamous Cells: Cannot Exclude High-grade SIL (ASC - H)



## Management of Women with Low-grade Squamous Intraepithelial Lesion (LSIL) \*



\*Management options may vary if the woman is pregnant, postmenopausal or an adolescent - (see text, below)

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**Note:** The management of LSIL in Postmenopausal women is essentially the same as the management of ASC-US:

**Text:** Wright TC, Cox, JT, Massad LS, et al, Am J Ob Gyn. October 2007;349-50.

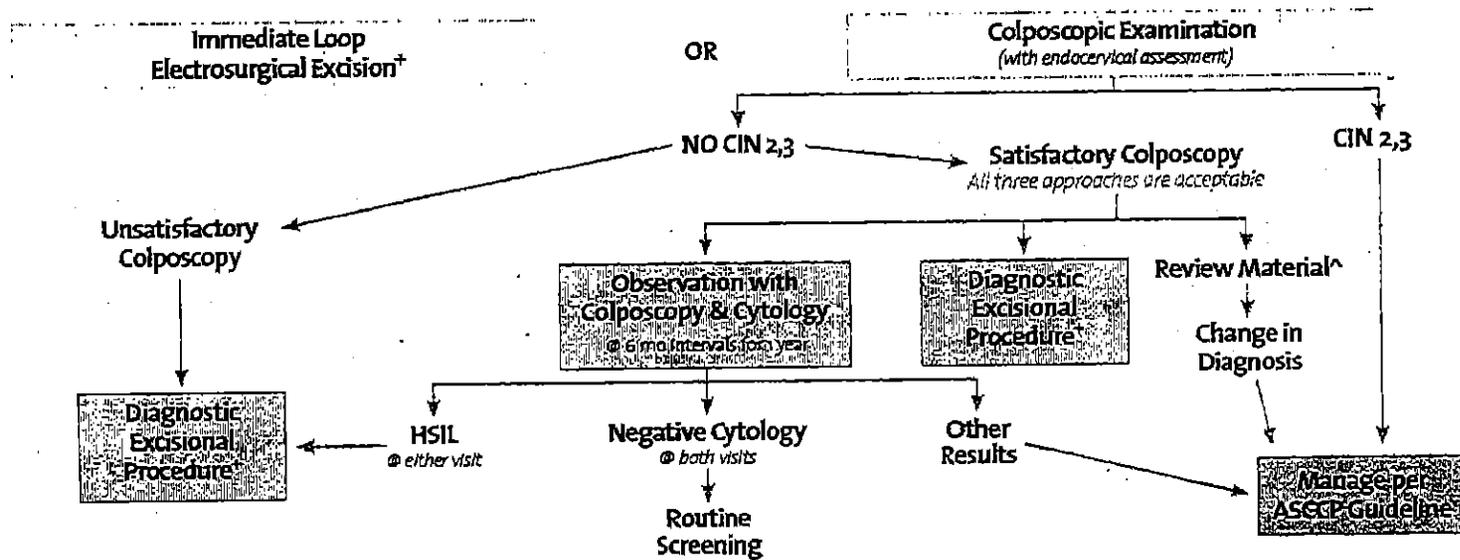
“Postmenopausal women: Acceptable options for the management of postmenopausal women with LSIL include “reflex” HPV DNA testing, repeat cytological testing at 6 and 12 months, and colposcopy.

If the HPV DNA test is negative or CIN is not identified at colposcopy, repeat cytology in 12 months is recommended.

If either the HPV DNA test is positive or the repeat cytology is ASC-US or greater, colposcopy is recommended.

If 2 consecutive repeat cytologic tests are negative for intraepithelial lesion or malignancy, return to routine cytologic screening is recommended.”

## Management of Women with High-grade Squamous Intraepithelial Lesion (HSIL) \*



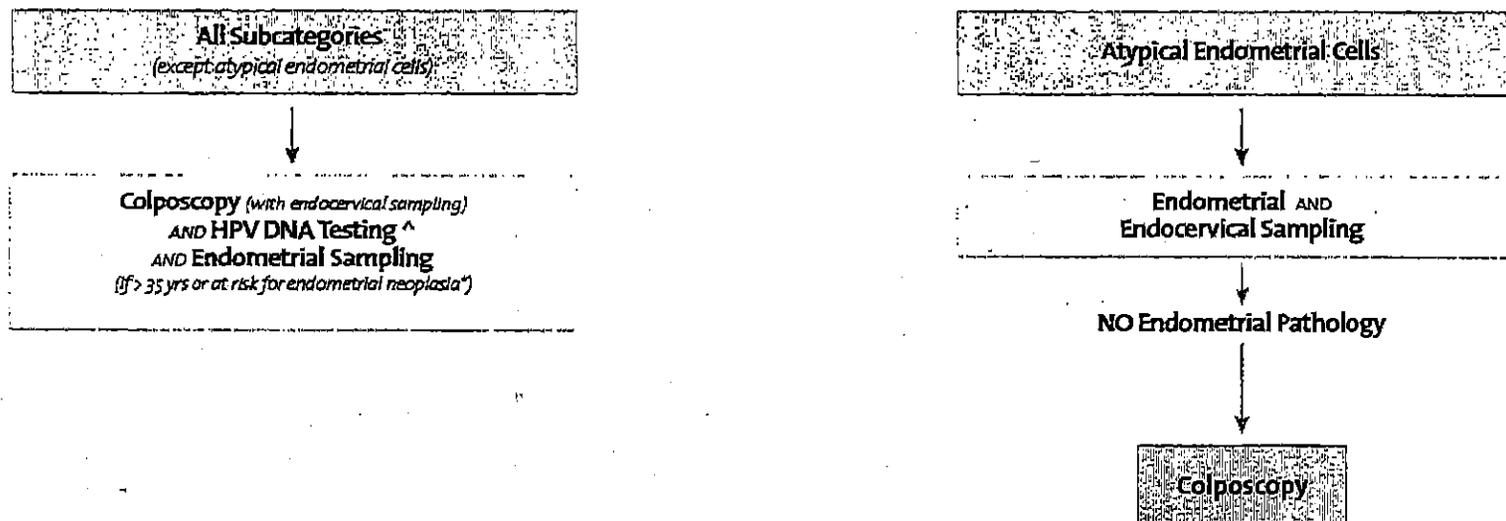
<sup>†</sup> Not if patient is pregnant or an adolescent

<sup>^</sup> Includes referral cytology, colposcopic findings, and all biopsies

<sup>\*</sup> Management options may vary if the woman is pregnant, postmenopausal, or an adolescent

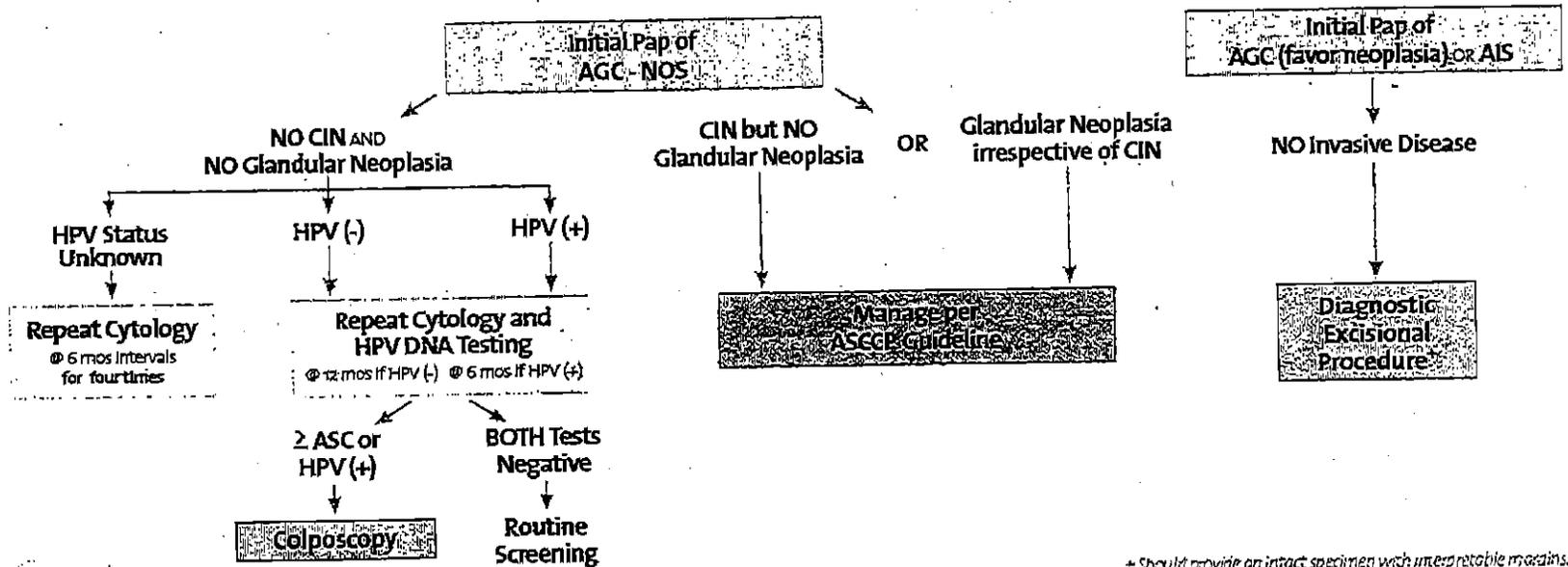
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## Initial Workup of Women with Atypical Glandular Cells (AGC)

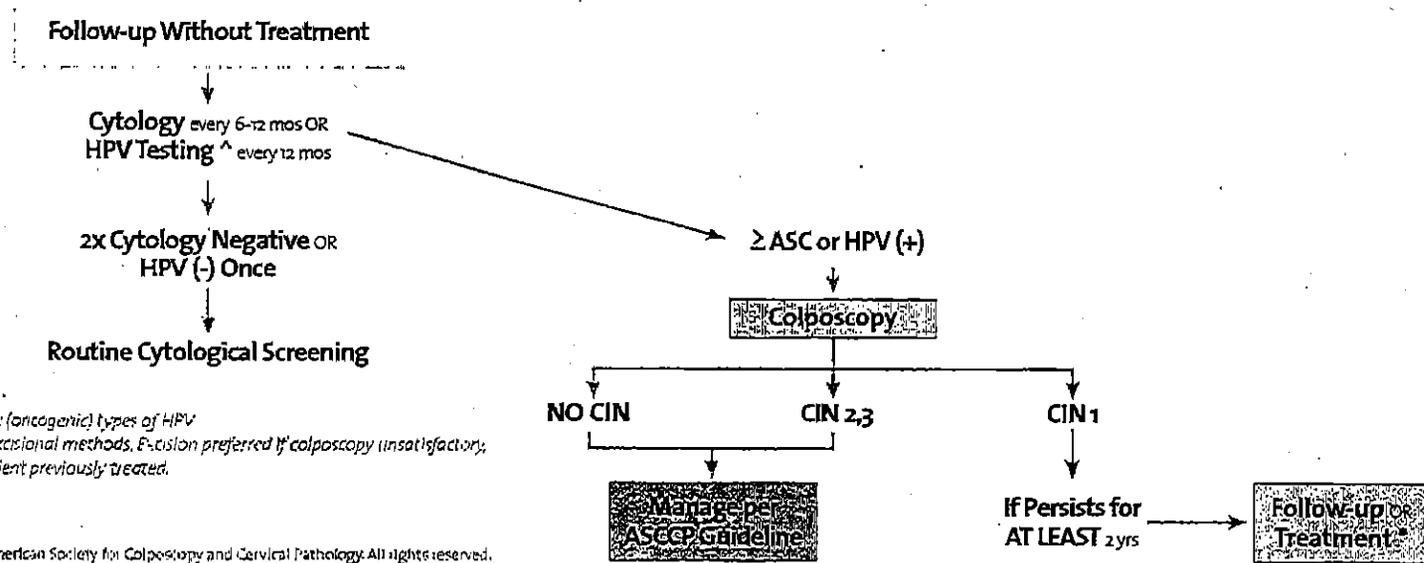


^ if not already obtained. Test only for high-risk (oncogenic) types.  
\* includes unexplained vaginal bleeding or conditions suggesting chronic anovulation.

## Subsequent Management of Women with Atypical Glandular Cells (AGC)



## Management of Women with a Histological Diagnosis of Cervical Intraepithelial Neoplasia Grade 1 (CIN 1) Preceded by ASC-US, ASC-H or LSIL Cytology



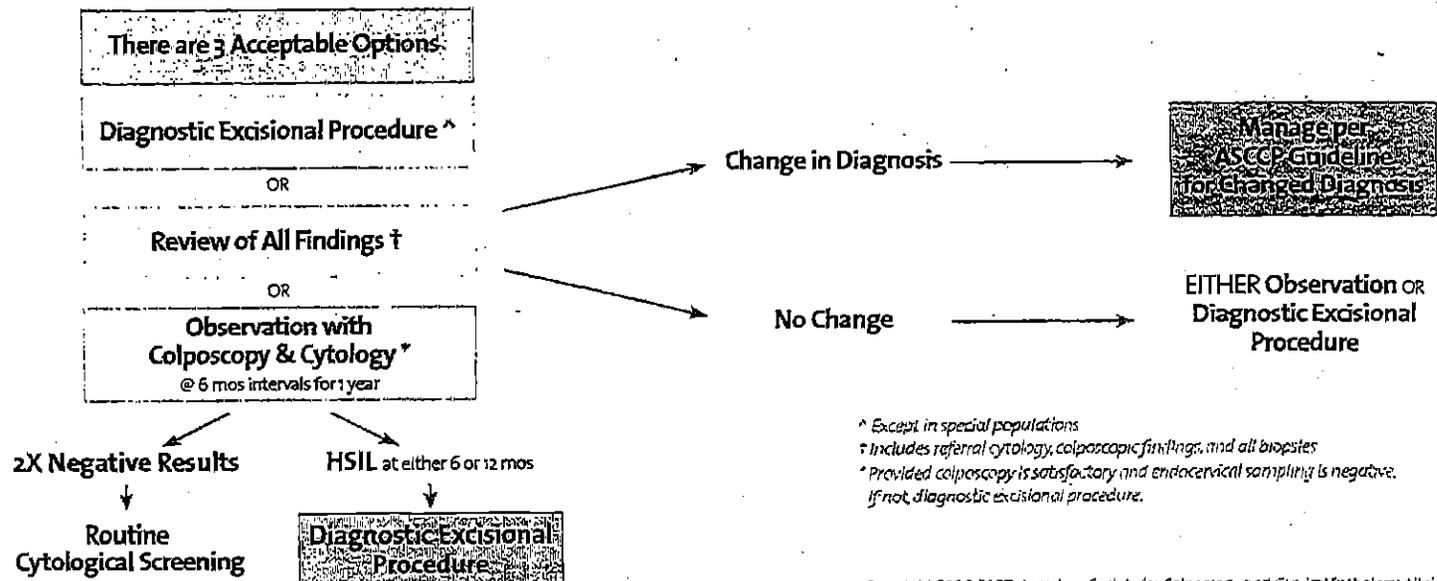
<sup>a</sup> Test only for high-risk (oncogenic) types of HPV

<sup>\*</sup> Either ablative and excisional methods, Excision preferred if colposcopy (unsatisfactory), ECC is positive, or patient previously treated.

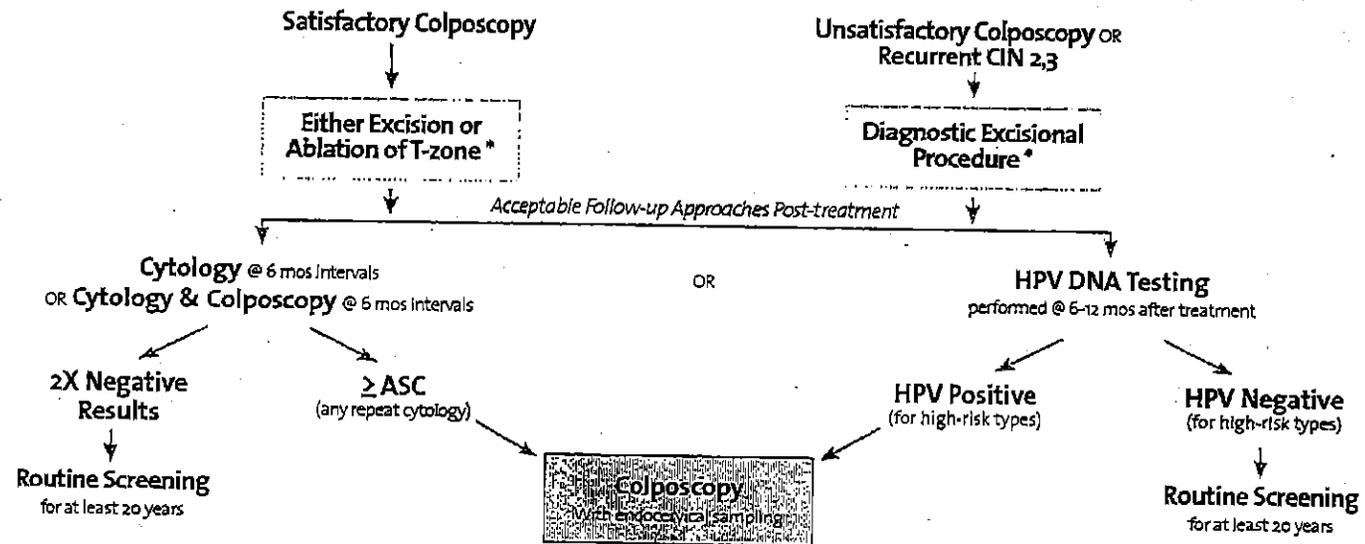
2007

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## Management of Women with a Histological Diagnosis of Cervical Intraepithelial Neoplasia - Grade 1 (CIN 1) Preceded by HSIL or AGC-NOS Cytology

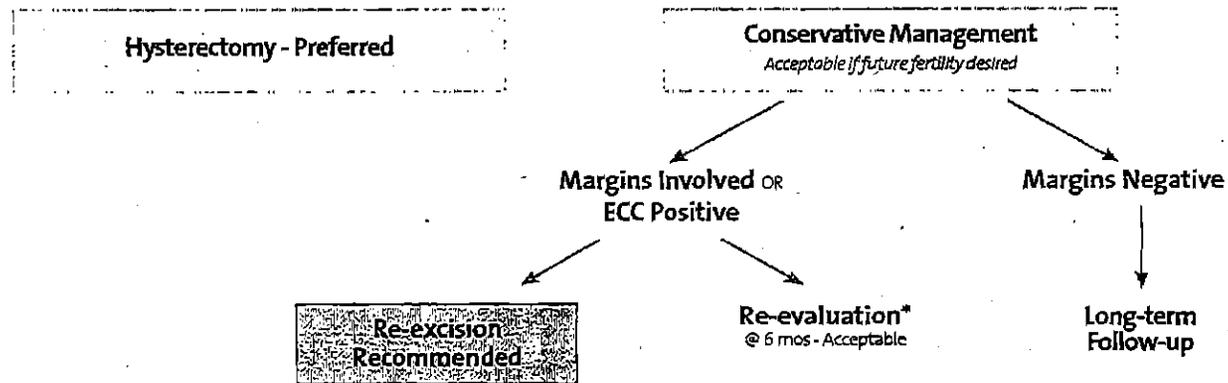


# Management of Women with a Histological Diagnosis of Cervical Intraepithelial Neoplasia - (CIN 2,3) \*



\*Management options will vary in special circumstances

## Management of Women with Adenocarcinoma in-situ (AIS) Diagnosed from a Diagnostic Excisional Procedure



\*Using a combination of cytology, HPV testing, and colposcopy with endocervical sampling

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**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

MINORITY BUSINESS PROGRAM & OFFEROR’S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - “Minority Contracting”, Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women’s Business Enterprise National Council; or City of Baltimore.

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to [www.montgomerycountymd.gov/mfd](http://www.montgomerycountymd.gov/mfd)

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's Name:
Address:
City: State: Zip:
Phone Number: Fax Number: Email:

CONTRACT NUMBER/PROJECT DESCRIPTION:

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name:
Title:
Address:
City: State: Zip:
Phone Number: Fax Number: Email:

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is % of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by:
Subcontractor Name:
Title:
Address:
City: State: Zip:
Phone Number: Fax Number: Email:

CONTACT PERSON:

Circle MFD Type:

- AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN      ASIAN AMERICAN      DISABLED PERSON  
FEMALE                      HISPANIC AMERICAN      NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_  
\_\_\_\_\_

3. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN      ASIAN AMERICAN      DISABLED PERSON  
FEMALE                      HISPANIC AMERICAN      NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_  
\_\_\_\_\_

4. Certified By: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

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

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

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

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

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

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

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

\_\_\_\_\_  
MFD Program Officer

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

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement

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

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement

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

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Cherri Branson, Director, Office of Procurement

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

Wage Requirements for Services Contract  
Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a

result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov) .

[Remainder of Page Intentionally Left Blank]

**Wage Requirements Law Certification**

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number			Fax Number		
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County’s Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the “Offeror,” are awarded the contract and become a Contractor, YOU MUST MARK  or  in ALL BOXES BELOW that apply.

A. Wage Requirements Compliance

This Contractor, as a “covered employer”, will comply with the requirements under County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or WRL”). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, “Wage Requirements,” because it is:

1. Reserved – [Intentionally left blank].
2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
3. a public entity. Section 11B-33A (b)(2).
4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).

5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

C. Nonprofit Wage & Health Information  
 This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

D. Nonprofit’s Comparison Price(s) (if desired)  
 This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

E. Sole Proprietorship  
 Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

**Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

