



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Marc Elrich  
County Executive

Raymond L. Crowel, Psy.D.  
Director

April 4, 2022

SOLICITATION ADDENDUM #1  
OPEN SOLICITATION #1114856  
Page 1 of 1 FOR THE PROCUREMENT: for  
**Maternity Partnership Program**

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THE FOLLOWING CHANGES ARE APPLICABLE TO THE OPEN SOLICITATION:

Change #1

The NOTICE TO VENDORS section is updated to replace the contact information for questions on the application process. Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:  
**[HHS.Open.Solicitations@montgomerycountymd.gov](mailto:HHS.Open.Solicitations@montgomerycountymd.gov)**

THERE ARE NO OTHER CHANGES

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THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUM" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED OPEN SOLICITATION

ISSUED BY: *Victoria J. Seubland for*  
Raymond L. Crowel, Psy.D., Director, Department of Health and Human Services

Office of the Director

**Open Solicitation Plan  
For  
Open Solicitation #1114856 – Maternity Partnership Program**

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 (PHS) is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website. Additionally, a copy of the notice will be sent to current providers under Open Solicitation #1024441, which this solicitation replaces.
- (2) Application Process – The Department of Health and Human Services (DHHS) Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmteursolicits.html>. The solicitation packet includes the following: 1) the Notice to Vendors; 2) the Instructions and Vendor Information; 3) the pre-approved Form Contract including the General Conditions of Contract Between County and Contractor, the County’s Business Associate Agreement and all other attachments. Applicants must submit all required Vendor Information as described in Section C of the Instructions and Vendor Information Form.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum qualifications (set forth in Article II., 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.
- (4) All applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. Client referrals will be based on location of the participant’s home, when possible, and/or on available capacity at Contractors’ clinics.
- (5) 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 the County’s Business Associate Agreement without modification.
- (6) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered in purchase orders issued under the contracts by DHHS.
- (7) 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.

Open Solicitation #1114856

(8) Changes to Forms – The County may update the Open Solicitation Form Contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation:

- a. General Conditions of Contract Between County & Contractor (PMMD-45);
- b. Minority Business Program & Offeror's Representation (PMMD-90);
- c. Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
- d. Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan (PMMD-65);
- e. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177); and
- f. Business Associate Agreement.

The updated forms will be applicable to new contracts entered into after the date they are added to the open solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

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**OPEN SOLICITATION #1114856  
NOTICE TO VENDORS**

**MATERNITY PARTNERSHIP PROGRAM**

Montgomery County, Maryland, through its Department of Health and Human Services (DHHS) provides outpatient prenatal care and related services through its Maternity Partnership Program in order to improve pregnancy outcomes for uninsured, low-income mothers and their newborn children.

DHHS is seeking applications from hospitals and Federally Qualified Health Centers (FQHC) located in Montgomery County to participate in a Maternity Partnership Program to provide prenatal care to uninsured pregnant women.

Contractors applying to provide services under this Open Solicitation for the Maternity Partnership Program must comply with all applicable licensing requirements that are required by Maryland law for the services provided and must assure that their subcontractors for any services provided under this Open Solicitation are in compliance with all applicable licensing requirements required by Maryland law for the services provided.

A complete description of the Scope of Services is listed in the Open Solicitation packet. You may obtain a packet by visiting DHHS – Contract Management Team website at:<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

The County's Department of Health and Human Services determines client eligibility for this program. To be eligible for the program, a woman must be pregnant, have a family income no greater than 250% of the federal poverty level, be uninsured, and be a resident of Montgomery County. The County intends to make referrals based on the location of the client's home and Contractor capacity for all qualified Contractors who are participating in the Maternity Partnership Program.

The rates for the services under Open Solicitation # 1114856, are set by the County and published at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. Compensation for services rendered under a Contract resulting from this Open Solicitation will be a fixed fee for each participant enrolled in the program regardless of prenatal health status and health history presented at time of enrollment. The Contractor must charge participants a co-pay at the level set by the County each fiscal year, which is listed at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The fixed reimbursement fee and co-pay are subject to adjustment by the County annually, by notifying the Contractors in writing prior to the start of each County fiscal year, and without need to re-issue this Open Solicitation. However, the Contractor must not deny prenatal services to any participant who is unable to pay the co-pay. The County is not responsible for the Contractor's failure to collect the co-pay and is not required to pay the co-pay or any shortfall related to the collection of co-pays by the Contractor.

***Applicants are encouraged to review all of the documents and information provided with this packet before completing and returning the Application/Vendor Information Form and approved Form Contract.***

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Form Contract (Article II., Minimum Qualifications) and are found to be a responsible organization. The County will sign the 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 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, the County's Business Associate Agreement and other Attachments, as written with no modification.

~~Questions related to the technical information required under this Open Solicitation should be directed to Tara Clemons, Program Administrator, at 240-777-3174.~~

~~All other questions (e.g., the application process, insurance etc.) may be directed to Amanda Abbey, Senior Contract Manager, at 240-773-1122.~~

Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:  
HHS.Open.Solicitations@montgomerycountymd.gov

**Maternity Partnership Program  
Open Solicitation #1114856**

**Instructions and Vendor Information**

The County will enter into contracts with all applicants who meet the Minimum Qualifications stated in Article II. Minimum Qualifications of the Pre-Approved Form Contract and 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 makes no guarantee that any single Contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The County is unable to make any guarantee about the number of clients who may need these services due to the dynamic nature of the clientele and their needs. Client referrals will be based on location of the participant's home, when possible, and/or on available capacity at Contractors' clinics.

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.

**I. 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 DO NOT PUT A DATE 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; and, <https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>
    - b. Business Associate Agreement. <https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- B. Application Documents - The following attachments are required and must be completed or the application will be rejected:
1. "Vendor Information" as described in Section C of this document, below.
  2. "Minority, Female Disabled (MFD) Person Subcontractor Performance Plan" – Please submit your MFD plan or request a waiver. <https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
  3. "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor". [www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
  4. \*Optional\* "Minority Business Program & Offeror's Representation" – this form may be filled out and submitted if applicable to the applicant's organization. [www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)

- C. Vendor Information – Please ensure that the required information in section D through Section O is provided for the provision of services for the Maternity Partnership Program.
  - D. Certificate(s) of Insurance – that provides evidence of meeting the insurance requirements set forth in Article VIII of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
  - E. Licenses – A copy of your current Maryland State license and other required certification(s), license(s) and/or registration(s) necessary to participate in the County’s Maternity Partnership Program.
  - 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.
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- I. Narrative – A brief narrative (not to exceed three double-spaced typewritten pages) outlining your experience and the organizational and operational structure available to provide services under the Maternity Partnership Program. Additional information regarding the items requested below or those describing the agreements or subcontracts with physicians, laboratories, radiology facilities, and the like are permitted to be attached to the narrative and therefore, the narrative packet may exceed a total of three pages.
- J. A description of the formal relationship between the hospital or Federally Qualified Health Center (FQHC) and the prenatal care clinicians (e.g. hospital staff or subcontractor) and the proposed organizational and operational structure and process to deliver all the services required under this Open Solicitation to assure seamless continuity of care for the patient throughout the perinatal period.
- K. A description of how the services required under this Open Solicitation will be coordinated for the participants, including the name and location of each service provider and whether there is a signed agreement with that entity.
- L. Describe the coordination of appropriate clinical care, follow-up, and referral process (where necessary) for high-risk pregnancies. Identify the name and location of the specialist(s) and/or organization that has agreed in writing to accept referrals for participants with a high-risk pregnancy, and attach documentation of this arrangement. The process must describe the responsible parties for prenatal care, delivery and the postpartum visit and the understanding of the parties regarding the restriction on charging additional fees for high-risk patients as outlined by this Open Solicitation.
- M. Briefly describe how the hospital or FQHC will coordinate the delivery arrangements for the participants and how the hospital or FQHC will orient the participants regarding delivery procedures to ensure continuity of care between prenatal care and delivery.

N. Provide the date that you will be available to start providing prenatal services:

\_\_\_\_\_

O. Provide the address and phone number(s) for each prenatal care clinic location and the schedule for each clinic site:

Name of site: \_\_\_\_\_

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

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

Prenatal Clinic Days/Hours: \_\_\_\_\_

(Please attach a second page with this information for multiple clinic locations.)

Please return all of the above listed submissions to:

Attn: Tara Clemons, Program Administrator  
Maternity Partnership Program  
Department of Health and Human Services  
1401 Rockville Pike, Second Floor  
Rockville, Maryland 20852



**VENDOR INFORMATION FORM**

Please review and complete the following information. By signing this Form you are acknowledging that you have received a copy of this Open Solicitation and understand the requirements of this Open Solicitation.

\_\_\_\_\_  
Legal Name of Firm / Individual's Full Name

\_\_\_\_\_  
Contact Name/Authorized Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Tax Identification Number (TIN)\*

\_\_\_\_\_  
Email Address

\*Note: If Applicant does not have a TIN, the County will request the Applicant's Social Security Number at the time of Contract award in order to make payments for services rendered by the Applicant in accordance with the resulting Contract.

Profit or Non-Profit (please check one) Profit  Non-Profit  [Indicate type of non-profit corporation, i.e. 501(c)(3)]

Please provide the required licensure information for each person and language proficiency, if applicable. Use additional copies of this page if necessary.

**License(s)/Degree(s)**

_____	_____
_____	_____
_____	_____
_____	_____

## **MATERNITY PARTNERSHIP PROGRAM**

### **BACKGROUND/INTENT**

1. Montgomery County, Maryland (the “County”), through its Department of Health and Human Services, Public Health Services, provides outpatient perinatal care and related services through its Maternity Partnership Program in order to improve pregnancy outcomes for uninsured, low-income mothers and their newborn children.
2. The County’s Department of Health and Human Services wishes to contract with licensed, acute care hospitals, and Federally Qualified Health Centers (FQHC) located in Montgomery County, for the provision of comprehensive prenatal services rendered in accordance with the American Congress of Obstetrics and Gynecology (ACOG) guidelines and accepted medical standards for County-referred Maternity Partnership Program participants.
3. The County’s Department of Health and Human Services determines client eligibility for the Maternity Partnership Program (the “Program”). To be eligible for the Program, a woman must be pregnant, have a family income no greater than 250% of the federal poverty level, be uninsured, and be a resident of Montgomery County. The eligibility requirements may be adjusted annually by the County by notifying the Contractors in writing prior to the start of each County fiscal year, without need to re-issue this Open Solicitation.
4. The County’s Department of Health and Human Services will provide an orientation session for all clients (participants) enrolled in the Program. The County will refer Maternity Partnership Program participants to a participating hospital clinic or FQHC in the region of the County near their home, whenever possible. Each Contractor will be responsible for scheduling Maternity Partnership Program participants for their prenatal appointments.

### **TERMS AND CONDITIONS**

#### **I. SCOPE OF SERVICES**

##### **A. The Contractor must provide the following services:**

1. Comprehensive obstetrical clinical services and laboratory services in accordance with accepted medical guidelines for prenatal care, as approved by the American Congress of Obstetrics and Gynecology (ACOG), for County-referred Maternity Partnership Program participants who currently reside in Montgomery County. The Contractor must notify the County if it determines that the woman does not reside in Montgomery County at the time of her exam. The Contractor may only invoice the County under this Contract for women who reside in the County. The Contractor must have the ability to serve all pregnant women including those determined to be high-risk. Some specialized services for high-risk patients may be provided by subcontractors or through referral. These arrangements must be described in the Contractor’s response to the Open Solicitation and accepted by the County.

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2. Scheduling the Maternity Partnership Program participants for their prenatal clinic appointments. The County's Department of Health and Human Services determines client eligibility. The County will refer Maternity Partnership Program participants to a participating hospital clinic or FQHC in the region of the County near their home, whenever possible and/or on available capacity at Contractors' clinics.
  3. Related gynecological services and lab services such as Pap smears, STI screens, urine culture, vaccinations, blood work, etc., at no charge to the participant, if the clinician recommends these tests. HIV screening, counseling and appropriate treatment must be offered to each Program participant at no charge to the participant.
  4. Provide one sonogram, at no charge to the participant. Subsequent sonograms, when clinically indicated, must be provided at a discounted fee of no more than \$150 each. Collection of this fee is between the participant and the Contractor, and is not billable to the County. The Contractor may not charge participant fees totaling more than \$300 (over and above the co-pay) for sonograms or other medically necessary tests, consultations, or procedures. Fees charged to patients with high-risk pregnancies must comply with these requirements. Fees for non-essential, optional tests or procedures requested by the participant may be charged as long as the charges are explained in advance to the participant. The County is not responsible for the payment of fees for non-essential, optional tests or procedures requested by the participant.
  5. Multiple prenatal visits as needed by enrolled participants under ACOG guidelines, and related laboratory services per enrolled participant, including a postpartum visit. Provide specialty consultations and follow up care in line with ACOG guidelines for high-risk pregnancies as identified under ACOG guidelines.
  6. Culturally and linguistically competent services for all participants.
  7. Schedule each participant's first prenatal visit and lab work within the first trimester, i.e. by the 12<sup>th</sup> week of the pregnancy if the appointment was requested before the 10<sup>th</sup> week, and schedule participants within 2 weeks of their request for those calling after the 10<sup>th</sup> week of the pregnancy.
  8. Schedule postpartum visit at 4 to 6 weeks after delivery. Provide counsel on or recommend child spacing and provide family planning, if available.
- B. The Contractor must provide medical staff and medical supervision of the clinic, including a minimum of one board certified OB-GYN physician, who will be the physician in charge of the Program participants referred by the County and who must have privileges with the hospital or FQHC under contract for these services. Additional clinic staff must include a minimum of one registered nurse, and one bilingual (English/Spanish) health care provider or receptionist available during regular clinic hours for each maternity clinic location provided by the Contractor.
- C. The Contractor must provide fully staffed, conveniently located, fully equipped clinic(s) for prenatal care exams.

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- D. The Contractor must provide 24 hour “on-call” coverage or plan for all Maternity Partnership Participants referred by the County.
- E. The Contractor must have the staff capacity to provide telephone availability during regular clinic hours, Monday through Friday for scheduling and follow-up with participants.
- F. The Contractor must not provide any services until the County issues a written Notice to Proceed (NTP) and the Contractor receives and accepts a request for services from the County.
- G. The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation will be based on the location of the participants’ home where possible and/or available capacity at Contractor clinic sites.

## II. MINIMUM QUALIFICATIONS

The County will enter into a contract with all applicants who meet the minimum qualifications listed below:

- A. The Contractor must be a licensed, acute care hospital or FQHC located in Montgomery County, Maryland and must possess a current State license and other required certification(s), license(s) and/or registration(s) necessary to participate in the County’s Maternity Partnership Program.
- B. The Contractor must have experience and the organizational and operational structure available to provide services under the Maternity Partnership Program.
- C. The Contractor must provide comprehensive perinatal clinical services and laboratory services in accordance with accepted medical guidelines for prenatal care, as approved by the American Congress of Obstetrics and Gynecology (ACOG), for all County-referred Maternity Partnership participants.
- D. All Contractors must provide 24 hour “on-call” coverage or plan for all Maternity Partnership participants referred by the County.
- E. All Contractors must comply with the County’s mandatory insurance requirements as set forth under Article VIII of this Contract and must provide an insurance certificate(s) evidencing the required insurance coverage.
- F. All Contractors must accept the County’s fee structure detailed in Article V., Compensation of this Contract.
- G. All Contractors must have established organizational policies to assure compliance with all Health Insurance Portability and Accountability Act (HIPAA) regulations and other applicable state, local and federal laws and regulations governing the confidentiality of medical records.

### III. QUALITY ASSURANCE

- A. The Contractor must comply with quality assurance measures for the provision of prenatal services including patient confidentiality and peer review privileges. The County's quality assurance measures include permitting the County to conduct on-site visits, chart reviews, as well as reviews of invoices and other data related to this Contract, and to conduct quality assurance audits as they pertain to the quality of prenatal care of the County-referred participants.
- B. Contractors applying to provide services under this Open Solicitation for the Maternity Partnership Program must comply with all applicable licensing requirements that are required by Maryland law for the services provided and must assure that their subcontractors for any services provided under this Open Solicitation are in compliance with all applicable licensing requirements required by Maryland law for the services provided.
- C. The Contractor must verify the medical certification of its clinical staff or consultants hired under this Contract, and the Contractor must keep a copy of these credentials on file. The required medical certification for staff or consultants includes a copy of their current Maryland medical license, evidence of OB/GYN board eligibility, and copies of the practitioners' State and federal certifications to dispense controlled substances. The Contractor must provide the County access to these documents upon request.
- D. The Contractor must protect client confidentiality with policies that are consistent with the applicable federal, state and local laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA), and acceptable medical practice.

### IV. REPORTS AND PROGRAM MEASURES

The County measures the effectiveness of the Maternity Partnership Program based primarily on data received from the Contractors. The community outcome or goal for this program is "children and adults who are physically and mentally healthy." To measure program related success toward achieving this outcome, the Contractor must submit program statistics monthly as outlined in the following section.

- A. The Contractor must provide monthly reports to the County in a format approved by the County, no later than five business days following the end of each month. These reports must accompany the monthly invoice and must include the following information, at a minimum:
  - 1. number of new participants entering care this month;
  - 2. number of participants broken down by first, second, or third trimester of entry into care;
  - 3. percent of program participants enrolled in the first trimester of care, i.e. by the twelfth week of the pregnancy;

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4. number of new teens (ages 13 through 19) who entered care this month;
5. the total number of all participant deliveries in the past month and percent of healthy birth weight (2500 grams) babies born to participants of the Maternity Partnership Program;
6. number of program participants who delivered by Cesarean Section;
7. number of Low Birthweight deliveries (LB = less than 2500 grams);
8. number of Very Low Birthweight deliveries (VLBW = less than 1500 grams);
9. number of participants who experienced a fetal demise and trimester of gestation for each demise. With the participant’s permission, the Contractor may separately provide names of these participants to the County Women’s Health Program Administrator so that the County may contact these program participants for case management services;
10. number of babies breastfeeding at discharge from hospital;
11. number of program participants who received family planning during the postpartum period.

B. The Contractor must provide participants with a customer satisfaction survey comment card or conduct a participant satisfaction survey, subject to County review and approval, and the Contractor must provide the County with an annual documented assessment of percent of participants satisfied with care. At a minimum, the survey must include the following DHHS approved customer satisfaction questions:

How would you rate your recent experience with this program or service in each of the following areas?

	Very Satisfied	Satisfied	Not satisfied	Very Unsatisfied	Don’t Know /Not applicable
Responsiveness/Timeliness					
Courtesy/Respect					
Overall Experience					

## V. COMPENSATION

- A. The County will compensate the Contractor for services rendered at a pre-determined rate listed at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. This fixed fee is per maternity participant for the comprehensive prenatal care package, as described in Article I, Scope of Services, regardless of the participant's health status and health history presented at time of enrollment and including participants who develop a high-risk pregnancy. The County's fixed fee applies to new maternity participants enrolled in the Maternity Partnership Program beginning on the date this Contract is signed by the Director, Office of Procurement. The Contractor is responsible for checking the website listed above at the beginning of each fiscal year (beginning July 1) to obtain a copy of the current Rate Sheet. A fiscal year for the purpose of the established rates will start on July 1st and end on the following June 30th.
- B. The Contractor must continue to provide standard prenatal care clinic services and one postpartum visit to enrolled participants for no additional fee, with the exception of the initial co-pay described in Paragraph C., below, for the duration of the pregnancy.
- C. The Contractor must charge participants a co-pay at the rate set by the County each fiscal year listed at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The fixed reimbursement fee and co-pay are subject to adjustment by the County annually, by notifying the Contractors in writing prior to the start of each fiscal year, and without need to re-issue this Open Solicitation. However, the Contractor must not deny prenatal services to any participant who is unable to pay the co-pay. The County is not responsible for the Contractor's failure to collect the co-pay and is not required to pay the co-pay or any shortfall related to the collection of co-pays by the Contractor.
- D. Payment under this Contract is for prenatal care only and does not include the cost of care for delivery of the baby. However, the County's intent in requiring hospital or FQHC partners for this Open Solicitation is that the Contractors under this Open Solicitation will provide delivery services and assure continuity of care at low cost for all low income pregnant women served, including participants who may have high-risk pregnancies. The County will assist Maternity Partnership participants in enrolling in Medical Assistance as needed for delivery services.
- E. No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and Notice(s) to Proceed and the Contractor's receipt of said County Purchase Order containing a maximum compensation amount.
- F. Compensation must not exceed funds appropriated by the County and encumbered into the County Purchase Order issued to the Contractor.

## VI. INVOICES

- A. The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than five business days following the end of each month. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, net 30 days, at the rates set forth in Article V., Compensation, above, in providing the goods and services described

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in this Contract. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. All invoices must be submitted to the Program Administrator, Maternity Partnership Program, Public Health Services, Department of Health and Human Services, 1401 Rockville Pike, Second Floor, Rockville, Maryland, 20852.

- B. The County will not issue payment for any invoices submitted after six (6) months from the date of service or one month after the close of the fiscal year, whichever comes first.

## VII. 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. The 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) years each.

## VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated 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 proposed contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) 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 proposed contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

### Commercial General Liability

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

Contractual Liability  
Premises and Operations  
Independent Contractors & Subcontractors



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Products and Completed Operations  
Sexual Molestation and Abuse

Professional Liability - Medical

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

*Each Claim \$1,000,000 Aggregate \$2,000,000*

*In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.*

Worker's 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 an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

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  
Health & Human Services / CMT  
401 Hungerford Drive, 6<sup>th</sup> Floor  
Rockville, Maryland 20850

IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their term:

- i. This Contract Document;
- ii. The General Conditions of Contract Between County and Contractor;
- iii. The County's Business Associate Agreement;
- iv. Vendor Information Form
- v. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan; and
- vi. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor.

[SIGNATURE PAGE FOLLOWS]

**Maternity Partnership Program**

**Signature Page - Open Solicitation # 1114856**

This Contract, which incorporates by reference: the Approved Form Contract with the attached General Conditions of Contract Between County and Contractor, and all required forms under Priority of Documents. This Contract is effective \_\_\_\_\_ by signature of 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

\_\_\_\_\_  
Avinash G. Shetty, Director  
Office of Procurement

\_\_\_\_\_  
Date

RECOMMENDATION

\_\_\_\_\_  
Raymond L. Crowel, Psy.D., 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.**