

**NOTICE TO VENDORS AND MINIMUM QUALIFICATIONS
OPEN SOLICITATION #2646019050**

Mammography, Ultrasound Testing of the Breast, Breast/Cervical Cancer Screening,
Colposcopy Services, Surgical Consultation and/or Clinical Breast Examinations

The Montgomery County, Maryland, through its Department of Health and Human Services (DHHS) is seeking applications from individual physicians, professional associations, group practices, hospital radiology departments, or other licensed medical entities for the provision of one or more of the services listed below for the Women's Cancer Control Program (WCCP). A complete description of the Scope of Services required for each category listed is in the Open Solicitation packet. You may obtain a packet by contacting the Contract Management Team at 240-777-1333 and providing Open Solicitation #2646019050, your name or a contact name, your complete address, and your telephone number.

The County needs providers for these categories of services:

1. Screening & Diagnostic Mammography;
2. Ultrasound Testing of the Breast as a follow-up to Screening and/or Diagnostic Mammograms;
3. Breast/Cervical Cancer Screening - Breast Exams, Pelvic Exams & Pap Tests;
4. Colposcopy; and
5. Surgical Consultation and/or Clinical Breast Examinations.

The rates for these services under Open Solicitation #2646019050 are set by the County. If you are interested in providing any of these services, the County will pay the rate established for each service, defined by CPT codes. The current County rates are attached to this Notice and can also be found in Attachment B of the Approved Form Contract.

Questions related to the technical information in this Open Solicitation should be directed to Doreen Kelly at 240-777-4422.

Questions related to the application/contract process and insurance requirements may be directed to Jannie Bright-Davies, Supervisor, at 240-777-1276.

The **minimum qualifications** for this Open Solicitation are as follows:

- A. All applicants must have a current license issued by the State of Maryland to practice medicine. All applicants must submit a copy of their current medical license and copies of appropriate licenses to prescribe medications with the application.

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- B. All applicants who apply to provide Breast and Cervical Cancer Screening or Colposcopy Services must be Board Certified in Obstetrics and Gynecology. If the applicant proposes to utilize a Nurse Practitioner for the provision of certain services, the Nurse Practitioner must be supervised by a physician in accordance with Code of Maryland Regulations (COMAR) §10.27.07, et seq. The applicant must provide the supervising physician's name and evidence of the physician's Board Certification and licensure in the State of Maryland. In addition, a copy of the Nurse Practitioner's License to practice in the State of Maryland must be submitted.
- C. All applicants who apply to provide Mammography Services and Ultrasound Testing of the Breast must have current Food and Drug Administration (FDA) certification and Health Care Financing Administration (HCFA) certification for each screening location and provide evidence of both with their application. In addition, all applicants who apply to provide Ultrasound Testing of the Breast must have current accreditation by the American College of Radiology and submit a copy of this accreditation with their application.
- D. All applicants who apply to provide Surgical Consultations and/or Clinical Breast Examinations must be Board Certified in General Surgery.
- E. All applicants must have an existing office in Montgomery County.
- F. All applicants must have the ability and capacity to bill third party insurance, and must be able to submit proof that all third party insurance has been exhausted before billing the WCCP.
- G. Depending upon the service(s) the applicant wishes to provide, the applicant must accept the County established rates for Mammography Services, Ultrasound Testing of the Breast, Breast and Cervical Cancer Screening Services, Colposcopy Services, , or Surgical Consultation and/or Clinical Breast Examination Services as set forth in revised Attachment B of this Open.
- H. All applicants must have the capacity to schedule an appointment with a client within 3 weeks of the client's initial contact with the provider and within 2 weeks of the client's initial contact with the provider for surgical consultation.
- I. All applicants who wish to provide Breast and Cervical Screening Services or Surgical Consultation and/or Clinical Breast Examinations through the WCCP must have the ability to comply with the Maryland Cancer Consortium's Minimal Clinical Elements, as set forth in Attachment A of the Open.

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J. All applicants applying to provide Surgical Consultation and/or Clinical Breast Examination Services will be referred only those clients who require a Surgical Consultation and/or Clinical Breast Examination based upon the Maryland Cancer Consortium's Minimal Clinical Elements (Attachment A).

K. INSURANCE

All applicants must submit proof of the insurance coverage required under Section VII. of the Preapproved Form Contract, on a CERTIFICATE OF INSURANCE FORM. A sample form is attached for your reference. The CERTIFICATE OF INSURANCE FORM may be obtained by contacting your insurance broker/carrier.

All applicants must have liability coverage as follows and must submit a copy of a **current** Insurance Certificate(s) with their application:

1. **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 \$25,000. Contractor/applicant agrees to provide a one-year discovery period under this policy.
2. **Commercial General Liability** insurance with 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 coverage:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations
3. **Additional Insured**
Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named 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.
4. **Policy Cancellation**
Forty-five (45) days written notice of cancellation or material change of any policy is required on the CERTIFICATE OF INSURANCE FORM. If your insurance broker/carrier will not provide the required days for notice of cancellation or material change, you must submit a letter with this application that states that you will notify the County if your insurance is cancelled or changed. A sample letter for this purpose is attached to this packet for your use.

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5. **Certificate Holder**
Montgomery County, Maryland
Department of Health and Human Services
Contract Management Team
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

6. Insurance Certificates that contain renewal of policy information may be faxed by your insurance broker to the attention of the Insurance Manager at fax 240-777-4464. However, providers must follow-up with their insurance brokers to ensure that an original insurance certificate that is been signed by the broker is forwarded to the Contract Management Team.

Please complete the enclosed Application Form, attach all of the above listed mandatory submissions, sign the Pre-Approved Form Contract signature page and return all of these documents to:

Department of Health & Human Services
Contract Management Team
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850
Attention: Jannie Bright-Davies

If your application meets the minimum qualifications listed above, the County will execute the contract and return a copy to you.

Questions related to the technical information required in this Open Solicitation should be directed to Doreen Kelly at 240-777-4422. Questions of an administrative nature (e.g., requests for applications, contract process, and insurance) should be directed to Jannie Bright-Davies, Contract Management Team, at 240-777-1276.

A copy of the County's General Conditions of Contract between the County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You will be asked to sign the County-approved form contract as written, including the General Conditions, and return it to the County for execution by the Office of Procurement. The Contract Management Team will forward a copy of the executed contract along with related materials to you. Once you receive notice from the County that the contract has been executed and receive an executed purchase order from the County, you may provide services to clients.

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The County makes no guarantee that any single contractor will receive referrals under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open are client driven in that clients will choose the physician from whom they wish to receive services.

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.

Instructions - Open Solicitation #2646019050

Mammography, Ultrasound of the Breast, Breast/Cervical Cancer Screening, Colposcopy Services, and Surgical Consultation and/or Clinical Breast Examination Services

The County will enter into contract with all applicants who meet the minimum qualifications as described in this Open Solicitation. The County will sign the contract and return a copy to the applicant. The completed Application Form, the Notice to Vendors and Minimum Qualifications, the Approved Form Contract with attached General Conditions, and all other attachments, and these instructions constitute the entire contract.

Questions related to the technical information required in this Open Solicitation should be directed to Doreen Kelly at 240-777-4422.

Questions of an administrative nature (e.g. requests for applications, the contract process, or insurance) should be directed to Jannie Bright-Davies at 240-777-1276.

Submission Documents – The following items must be submitted with your application:

- A. A list of all medical providers who will be providing services under this Contract and the services(s) that they will be providing.
- B. Licenses/Certifications

Mammography Services for each screening location:

- 1. Copy of current Mammography Certification by Food & Drug Administration
- 2. Copy of current Certification for provision of Screening Mammography Services from Federal Health Care Financing Administration

Ultrasound Testing of the Breast for each testing location:

- 1. Copy of current certification by the Food and Drug Administration (FDA), and accreditation by the American College of Radiology
- 2. Copy of current certification from the Federal Health Care Financing Administration (HCFA)

Breast and Cervical Cancer Screening and/or Colposcopy Services:

- 1. Copy of each provider's current license to practice medicine in the State of Maryland
- 2. To utilize Nurse Practitioner(s):
 - a. copy of Nurse Practitioner(s) Licensure in State of Maryland
 - b. copy of the medical license of the physician who will be supervising the nurse practitioner
- 3. Copy of each provider's current Board Certification in Obstetrics/Gynecology

Surgical Consultation and/or Clinical Breast Examination Services

- 1. Copy of each provider's current license to practice medicine in the State of Maryland.
- 2. Copy of each provider's current Board Certification in General Surgery.

- C. Location(s) and phone numbers where services will be provided.

Instructions - Open Solicitation #2646019050 (cont.)

D. Insurance Certificate

1. Contact your Insurance Broker to provide a Certificate(s) of Insurance.

E. Vendor Signed Contract/Signature Page

1. An officer of the corporation must sign the County's approved form contract and affix a corporate seal. If the corporation does not have a seal, another corporate officer must sign. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ONLY ENTER A DATE IN THE SIGNATURE BLOCK.

F. Application Form

Please complete the Application Form on the next page for the provision of services for the Women's Cancer Control Program. **Applicants must check off the items shown at the bottom of the form or the application will be rejected.**

G. Please return all of the above listed submissions to:

Montgomery County, Maryland
Department of Health and Human Services
Contract Management Team
401 Hungerford Drive, Sixth Floor
Rockville, MD 20850
Attention: Jannie Bright-Davies

Application Form – Open Solicitation #2646019050

Please review and complete the following information for the above-referenced service(s). **If your organization is a group practice or other incorporated medical entity, please provide the names of all medical providers who will be providing services under this Contract along with the type of service(s) each person will be providing. A blank form is attached for this purpose.** You must notify the County if your medical practice's legal status changes. **In addition, please supply information about your billing contact/service below.**

Circle the service(s)* listed below for which you are submitting this application:

- A. Mammography Services
- B. Ultrasound Testing of the Breast
- C. Breast/Cervical Cancer Screening
- D. Colposcopy Services
- E. Surgical Consultation and/or Clinical Breast Examination Services

*Circle if you are applying as an individual; otherwise, the list of medical providers, that you supply if you are a group practice or other incorporated medical entity, must have this information.

Legal Name of Firm/Individual: _____

Contact Name: _____

Address: _____

City & State: _____ Zip Code: _____

Social Security #: _____ Phone #: _____ Fax #: _____

Tax Identification # (TIN): _____

Name of Person or Company that handles the billing and that person's telephone number:

THE FOLLOWING ITEMS MUST BE CHECKED OFF BY THE APPLICANT:

_____ Applicant has an existing office in Montgomery County.

_____ Applicant has the ability and capacity to bill third party insurance, and must be able to submit proof that all third party insurance has been exhausted before billing the WCCP.

_____ Applicant accepts the County established rates for the service(s) that the applicant has indicated it will provide.

_____ Applicant has the capacity to schedule an appointment with a client within 3 weeks of the client's initial contact with the provider.

_____ If applying to provide Breast and Cervical Cancer Screening Services, the applicant has the ability to comply with the Maryland Cancer Consortium's Minimal Clinical Elements.

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_____ If applying to provide Surgical Consultation and/or Clinical Breast Examination Services, the applicant has the ability to comply with the Maryland Cancer Consortium’s Minimal Clinical Elements.

Please complete this section if you are applying as an individual, e.g., sole proprietor.

Licenses/Certifications

Language Proficiency (not required but desirable)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Legal Name of Firm: _____

Please list all Medical Providers who will be utilized to provide services under the County’s contract with your organization. If more space is needed, please duplicate this form.

Provider Name

Services(s)

License/Certifications

_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

SAMPLE

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONT. PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ MED EXP (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL <input type="checkbox"/> OTHER				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

MINIMUM GENERAL LIABILITY
 COVERAGE
 \$1,000,000

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE LETTER FOR INSURANCE WAIVERS

Date

Department of Health and Human Services
Montgomery County Government
401 Hungerford Drive
Rockville, Maryland 20850

Dear :

(Sample Language for Waiver of 45 days notice of cancellation)

In reference to the requirement that my insurance company provide Montgomery County, Maryland, with 45 days Notice of Cancellation, my insurance agency does not make this provision an option. Therefore, I agree to provide Montgomery County, Maryland with 45 days Notice of Cancellation.

(Sample Language for Waiver of Commercial/General Liability Coverage)

I am requesting a waiver for the Commercial/General Liability insurance requirements in my application for ***Oral Health Services, Open Solicitation #2646001010***. I have Professional Liability insurance.

(Sample Language for Waiver of Workmen's Compensation/Employer's Liability Coverage-no employees)

As I have no employees, I would like to have the requirement for Worker's Compensation/Employer's Liability also waived. Since I will not be providing any transportation services, I would like to have the automobile liability requirement waived.

Thank you for your prompt response to my request.

Sincerely,

Open Solicitation Applicant

OPEN SOLICITATION #2646019050
APPROVED FORM CONTRACT

Mammography, Ultrasound Testing of the Breast, Breast/Cervical Cancer Screening,
Colposcopy Services, Surgical Consultation and/or Clinical Breast Examinations

I. BACKGROUND/INTENT

- A. The County requires qualified medical entities to provide one or more of the following service(s) under Contract:
 - 1. Screening and Diagnostic Mammography
 - 2. Breast and Cervical Cancer Screening including breast exams, pelvic exams, and pap tests
 - 3. Colposcopy Services; and
 - 4. Surgical Consultation and/or Clinical Breast Examinations.
- B. The services listed above are needed for low-income women who are referred by the County's Women's Cancer Control Program (WCCP). The County determines each client's eligibility for service(s) and provides a voucher to the client for each service needed. Clients will receive a list of Contractors who are participating in this program and will make their own appointments with the Contractor of their choice.
- C. The Contractor must follow the Minimal Clinical Elements developed by the Medical Advisory Committee of the Maryland Cancer Consortium as the standard of care for women screened through the Breast and Cervical Cancer Screening Program (Attachment A).
- D. The County does not guarantee that a Contractor will provide services to a specific number of clients. Clients decide from which medical provider they wish to receive services.
- E. The rates for the services required under this Contract are set by the County. The County will pay the rate established for each service as defined by CPT codes. The County's rates will remain stable for two years to coincide with the initial two-year term of this Contract. The current County rates are incorporated by reference and made a part of this Contract as Attachment B.

II. Scope of Services

A. Screening and Diagnostic Mammography

1. The Contractor must provide screening mammograms defined as two views per breast to asymptomatic clients referred by the County.
2. The Contractor must schedule an appointment for each client referred by the County within 3 weeks of the client's initial contact with the Contractor.
3. The Contractor must provide unilateral and bilateral diagnostic mammograms as clinically appropriate, to clients referred by the County:
 - a. who are over 40 years of age and have abnormal findings as a result of a clinical breast exam; or
 - b. who have an abnormal screening mammogram.
4. The Contractor must provide mammography reports that use the American College of Radiology's reporting lexicon and are signed by a Radiologist and include the recommendation for next recall. For the purpose of this Contract, abnormal results are those that are suspicious or have a high probability of malignancy. The Contractor must provide reports on each referred client as follows:
 - a. for abnormal results and for those results that advise further diagnosis, a report must be provided to the patient's physician and to the WCCP within 3 working days;
 - b. for normal results, a report must be provided to the WCCP and the patient within two weeks.
5. The Contractor must not charge any fees or co-payments to County-referred clients for Screening and Diagnostic Mammography Services provided under this Contract.
6. The Contractor must maintain mammography certification by the Food and Drug Administration (FDA), based on accreditation by the American College of Radiology, throughout the term of this Contract. If the Contractor's certification status changes at any time during the term of this Contract, the Contractor must notify the County in writing about the nature of the change.

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Scope of Services

7. The Contractor must maintain its certification from the Federal Health Care Financing Administration (HCFA) to provide screening mammography services during the term of this Contract. If the Contractor's certification status changes at any time during the term of this Contract, the Contractor must notify the County in writing about the nature of the change.

B. Breast/Cervical Cancer Screening

1. The Contractor must provide clinical breast exams, pelvic exams, and pap tests to clients referred by the County. The Contractor must provide instruction on breast self-examination and information on cervical cancer prevention to County referred clients.
2. The Contractor must schedule an appointment for each client referred by the County within 3 weeks of the client's initial contact with the Contractor.
3. The Contractor must provide a Pap smear and pelvic exam only for women with an intact cervix or for women who have had a hysterectomy for cervical neoplasia. A woman new to the WCCP may receive an initial pelvic exam and Pap smear to determine if she has an intact cervix; this visit will be reimbursed at the County's rate established for the services provided.
4. The Contractor must use one of the following Pap smear procedures: (1) slides, cervical or vaginal: manual screening, or (2) cervical or vaginal, collected in preservative fluid, automated thin layer preparation, manual screening. No other Pap smear methods will be reimbursed through this Contract.
5. The Contractor must provide abnormal results and those results advising further diagnosis or treatment services to the patient and to the WCCP within 3 working days of the Contractor's receipt of lab results on each referred client. For each category of service, abnormal is defined as follows:
 - a. mammograms - reports sent to the physician that advise immediate or short-term follow-up for further diagnosis or treatment;
 - b. clinical breast exams - results that indicate immediate or short-term follow-up is needed; and
 - c. pap tests - results that show low-grade SIL, high-grade SIL, squamous cell carcinoma, adenocarcinoma, or other malignant neoplasms, atypical squamous or glandular cells of undetermined significance.

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Scope of Services

6. The Contractor must not charge any fees or co-payments to County referred clients for Breast/Cervical Cancer Screening Services provided under this Contract.
7. The Contractor must provide normal results to the patient and the WCCP within 2 weeks of the Contractor's receipt of lab results.
8. The Contractor must provide or arrange for lab work to be done for County referred clients under this Contract with a lab(s) that must meet all of the following criteria:
 - a. current licensure in Maryland;
 - b. must have passed the Maryland Cytology Proficiency Testing Program;
 - c. is in compliance with the Clinical Laboratory Improvement Amendments of 1988;
 - d. uses the Bethesda Reporting System; and
 - e. has medical liability insurance coverage.

C. Colposcopy Services

1. The Contractor must provide colposcopy without biopsy or colposcopy with cervical biopsy and associated lab work, as clinically appropriate, to screen for cervical cancer, to clients referred by the County. Colposcopy is covered based on the following:
 - a. Two Atypical Squamous Cells of Undetermined Significance (ASCUS) Paps
 - b. Low-grade Squamous Intraepithelial Lesion (LGSIL)
 - c. High-grade Squamous Intraepithelial Lesion (HGSIL); and
 - d. One Atypical Glandular Cell of Undetermined Significance Pap.
2. The Contractor must provide abnormal results and those results advising further diagnosis or treatment services to the patient and the WCCP within 3 working days of the Contractor's receipt of lab results on each referred client.
3. The Contractor must provide normal results to the patient and the WCCP within 2 weeks of the Contractor's receipt of lab results.
4. The Contractor must provide a copy of the patient's lab report to the WCCP for each patient for whom a biopsy is done.

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5. The Contractor must provide or arrange for lab work to be done for County referred clients under this Contract with a lab(s) that must meet all of the following criteria:
 - a. current licensure in Maryland;
 - b. must have passed the Maryland Cytology Proficiency Testing Program;
 - c. is in compliance with the Clinical Laboratory Improvement Amendments of 1988;
 - d. uses the Bethesda Reporting System; and
 - e. has medical liability insurance coverage.

III. OUTCOME AND PERFORMANCE MEASURES

- A. The services covered by this Contract help to support the County's community outcome: "To assure that children and adults are physically and mentally well." As a part of measuring the success of the strategies in achieving this outcome, the Contractor must complete the patient visit information and other medical reports as required by this Contract. This information must be submitted with the monthly invoice to the WCCP.
- B. The WCCP will aggregate and analyze the data in order to report the progress in reaching the following program outcome and service quality measures:
 1. Program Outcome:
Percent of Breast Cancers detected in early stages
 2. Service Quality Measures:
 - a. Percent of women retained for annual screening
 - b. Percent of women satisfied or very satisfied with program services

IV. QUALITY ASSURANCE

- A. The Contractor must comply with the County's quality assurance measures which include permitting the County to conduct on-site visits, chart reviews related to this Contract, and reviews or requests for other data related to this Contract. Any site visit would be conducted at a mutually agreeable date and time. The Contractor must grant the County or State access to these records during the contract term and for 3 years after final payment under this Contract.
- B. The Contractor must protect patient confidentiality with policies that are consistent with the law and acceptable medical practice.

V. COMPENSATION

- A. The County has established rates for providers who have applied to provide services under this Contract. The County will pay the Contractor for each service they have applied to provide to County clients at the rates shown in Attachment B. The County's rates will remain fixed for this Contract from date of signature by the County's Director, Office of Procurement, through June 30, 2009.
- B. Physicians under Contract with the County may be reimbursed at the County's established rates for Pathology as outlined in Attachment B. **Laboratories are not under contract with the County's WCCP and should not bill the County or any client referred by WCCP.** Only the services and lab fees noted in Attachment B will be covered.
- C. The County will pay hospitals at the rates set by the Maryland Health Services Cost Review Commission (HSCRC). Each participating hospital, or if the hospital subcontracts with a radiologist to interpret mammograms, will be reimbursed for interpreting mammograms, the professional component of the Screening and Diagnostic Mammography Services, under this Contract.
- D. Under Federal Law, the WCCP is the payor of last resort. Therefore, the Contractor agrees to submit all claims for reimbursement for care and services rendered to clients through the WCCP to all other insurance providers. This includes, without limitation, available commercial insurance providers, and, as applicable, the Medicare program, that provide insurance coverage for the client before such claim may be submitted to the County for payment from State Grant funds for this program.

VI. INVOICES

- A. The Contractor must submit a monthly invoice to the County in a format approved by the County. Invoices must be submitted within 15 days of the close of each month. With each invoice, the Contractor must submit a completed patient voucher and a correctly completed HCFA 1500 form showing CPT codes for each patient referred by the WCCP for whom the Contractor has provided services. In addition to the patient voucher, the Contractor must submit written and signed results using the ACR lexicon for mammography and the Bethesda System for pap test results. Results of the clinical breast exam must be correctly noted on the voucher.
- B. The Contractor must submit an Explanation of Benefits for each client for whom third party reimbursement has been sought. The Explanation of Benefits must be submitted to the WCCP with each invoice to indicate whether a claim has been denied in whole, or in part, by the applicable insurance provider. A HCFA form 1500 is not acceptable proof that insurance has been billed.

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Scope of Services

- C. The Contractor must notify the following office in writing in advance of any change of address to ensure timely processing of payments: Montgomery County, Maryland, Department of Health and Human Services, Contract Management Team, 401 Hungerford Drive, Sixth Floor, Rockville, Maryland, 20850.

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. Contractor's satisfactory performance does not guarantee renewal of this Contract. The County shall have the option to extend this Contract for two (2) additional two-year terms. Additional two-year terms must be with the written consent of the Contractor.

VIII. GENERAL CONDITIONS

The attached General Conditions of Contract Between County and Contractor are incorporated by reference and made a part of this Contract (Attachment C). The following insurance requirements supersede those outlined in Provision #20 of these General Conditions:

The Contractor must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with the County the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

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 coverage:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Professional Liability

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 \$25,000. Contractor/applicant agrees to provide a one-year discovery period under this policy.

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Scope of Services

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named 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.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any policy is required.

Certificate Holder

Montgomery County, Maryland
Department of Health and Human Services
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

IX. CERTIFICATION REGARDING LOBBYING

This Contract is funded in part with Federal Funds from the Centers for Disease Control and Prevention (CDC). All recipients of Federal funds are prohibited from using such funds for Federal lobbying. In addition, if a 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 – "Disclosure Form to Report Lobbying" (Attachment D).

[Signature page follows.]

Signature Page – Open Solicitation #2646019050

WOMEN'S CANCER CONTROL PROGRAM

This Contract which incorporates by reference the Instructions, completed Application Form, the Notice to Vendors and Minimum Qualifications, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, and other attachments, copies of which have been provided to the Contractor, is entered into this _____ day of _____, _____ by and between _____ (the "Contractor") and Montgomery County, Maryland (the "County"). 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

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.

Clinical Breast Examination
Minimal Clinical Elements for the
Centers for Disease Control and Prevention Breast and Cervical Cancer Program
Breast Cancer Detection and Diagnosis

Step	Minimal Clinical Elements*
Detection	<ul style="list-style-type: none"> * CBE done on all program eligible women: <ul style="list-style-type: none"> • Done previous to and within three months of screening mammogram • Entire breast examined including the retroareolar and peripheral areas and the upper lateral quadrant into the axilla • The preferred method* is the strip technique, using 3 levels of pressure in small circular motions with pads of 3 middle fingers <u>without</u> lubrication (*H.S. Pennypacker method) * Findings reported as: <ul style="list-style-type: none"> • <i>Negative</i> • <i>Non-significant findings</i> – specify • <i>Further evaluation needed:</i> <ul style="list-style-type: none"> - Distinct palpable mass or thickening of concern to examiner and/or patient regardless of degree of tenderness - Skin dimpling/reddening - Bloody nipple discharge - Nipple discharge that is unilateral, spontaneous, localized to one duct - Skin retraction or scaliness around nipple - Inverted nipple (recent occurrence/onset) in woman not pregnant or lactating - New onset of pain in the elderly atrophic breast • <i>Does or does not have implants</i> • <i>Has or has not had mastectomy/lumpectomy</i>
Diagnosis/ Further Evaluation	<p>For all distinct palpable masses or thickening of concern to examiner and/or patient regardless of degree of tenderness; skin dimpling/reddening; nipple discharge that is bloody or unilateral, spontaneous, localized to one duct; skin retraction or scaliness around nipple; inverted nipple (recent occurrence/onset) in woman not pregnant or lactating; or new onset of pain in the elderly atrophic breast, further evaluation is required. All abnormalities mentioned above must be evaluated by all appropriate bulleted elements listed below, until a definitive diagnosis is established.</p> <p>Further evaluation¹ implemented by a radiologist and/or surgeon as follows:</p> <ul style="list-style-type: none"> • Diagnostic mammography – <i>always</i> • Ultrasound of a palpable finding or possible cyst – when recommended by a radiologist or surgeon • Needle aspiration of a cyst – <ul style="list-style-type: none"> Indications for aspiration: palpation of possible cyst, ultrasound documentation, or mammographic appearance. Aspiration performed by primary care provider, radiologist or surgeon. Indications for further evaluation of a cyst: <ul style="list-style-type: none"> -inflammatory fluid – consideration for culture and/or antibiotic therapy as clinically indicated. -bloody fluid – surgical evaluation for consideration of excisional biopsy. -clear fluid – reaspirate x2 at 3 month intervals if necessary; referral to surgeon for consideration of excisional biopsy at third recurrence. • Fine needle biopsy (FNB) or core needle biopsy (CNB) of solid tumor performed by an experienced physician. If FNB is negative, surgical evaluation for consideration of excisional biopsy is required – <i>always</i> • History and clinical breast exam by surgeon for all solid (non-cystic) masses (regardless of mammography findings) – <i>always</i> • Excisional biopsy of a palpable mass – when recommended by the surgeon or radiologist • Excisional biopsy of non-palpable or questionably palpable mass (utilizing localization by an imaging modality, e.g. mammography, ultrasound, etc.) – when recommended by surgeon or radiologist. Specimens of such biopsies should be verified by the same imaging modality. * Appropriate primary tumor, regional lymph nodes and distant metastasis (TNM) staging for cancer by surgeon who removes tissue for diagnosis. * Stage I or greater cancer evaluated by a medical, surgical or radiation oncologist.
Treatment	<ul style="list-style-type: none"> * Positive biopsy treated

¹The diagnostic workup/evaluation report should include the results of the diagnostic mammogram, ultrasound (when appropriate), clinical breast exam, and the correlation of each test with each other.

*Minimal Clinical Elements for the
Centers for Disease Control and Prevention Breast and Cervical Cancer Program
Cervical Cancer Detection and Diagnosis*

<i>Step</i>	<i>Minimal Clinical Elements*</i>
Detection	<ul style="list-style-type: none"> * Pap test: <ul style="list-style-type: none"> • Sample of the ectocervix with a spatula rotating 360 degrees at least once • Sample of the endocervix preferably with a cytobrush rotating at least 90 degrees • If no cervix, sample of only the vaginal cuff * Findings reported as (Bethesda System): <ul style="list-style-type: none"> • <i>Adequacy of specimen</i> <ul style="list-style-type: none"> - Satisfactory for evaluation - Satisfactory for evaluation but limited by . . . (specify)¹ - Unsatisfactory for evaluation • <i>Within normal limits (negative)</i> • <i>Benign cellular changes</i> <ul style="list-style-type: none"> - infection • <i>Reactive changes</i> • <i>Epithelial cell abnormalities:</i> <ul style="list-style-type: none"> - Atypical Squamous Cells of Undetermined Significance (ASCUS) - Low Grade Squamous Intraepithelial Lesion (LGSIL) - High Grade Squamous Intraepithelial Lesion (HGSIL) - Squamous cell carcinoma • <i>Glandular cell abnormalities</i> <ul style="list-style-type: none"> - Atypical Glandular Cells of Undetermined Significance (AGUS) - Adeno carcinoma
Diagnosis/ Further Evaluation	<ul style="list-style-type: none"> * Repeat Pap test done within 4-6 months for: <ul style="list-style-type: none"> • ASCUS – (If a patient with a diagnosis of ASCUS is at high risk (previous positive Pap test, poor compliance), the option of coloscopy could be considered) • Unsatisfactory Pap test • Treatment of infection that precluded a satisfactory Pap test * Colposcopy implemented by appropriately trained physician² for: <ul style="list-style-type: none"> • Two (2) Atypical Squamous Cells of Undetermined Significance (ASCUS) Pap tests (consecutive or within a 2 year period) • One (1) Atypical Squamous Cells of Undetermined Significance (ASCUS) Pap test suggestive of HGSIL • Low-grade Squamous Intraepithelial Lesion (LGSIL) Pap test • High-grade Squamous Intraepithelial Lesion (HGSIL) Pap test * One (1) Atypical Glandular Cells of Undetermined Significance Pap test -- refer to gynecologist <ul style="list-style-type: none"> • Colposcopy with Biopsy, Endocervical Curettage (ECC) and Endometrial Biopsy <ol style="list-style-type: none"> 1. If all 3 above are negative and AGUS result was suggestive of Adenocarcinoma In-Situ (AIS), go to LEEP/CONE 2. If all 3 above are negative and AGUS result was Favor Reactive, repeat Pap test every 6 months for 2 (two) years. • Further diagnostic effort pursued if clinically indicated. * Two (2) AGUS Pap tests -- refer to a gynecologic oncologist * Appropriate Federation International of Gynecology Obstetrics (FIGO) staging for cancer by physician who removes tissue for diagnosis * Invasive cancer evaluated by a gynecologic oncologist or radiation oncologist
Treatment	<ul style="list-style-type: none"> * Positive biopsy treated

¹ The National Cancer Institute's Interim Guidelines for Management of Abnormal Cervical Cytology state that if a specimen from a postmenopausal woman lacks an endocervical component, the Pap test does not need to be repeated if the patient has had no previous positive smears and has no other clinical risk factors.

² Colposcopy, colposcopically-directed biopsies, and medical care management of patients seen in colposcopy clinics shall be performed by Board-certified or eligible OB/GYN physicians or health care practitioners who meet the following guidelines:

a. Training

1. Training in colposcopy as a part of an OB/GYN residency program, or
2. Attendance at a physician or nurse colposcopy training program of at least three (3) days duration which included both didactic and clinical elements, and

- b. Training Colposcopies. Performance of at least 50 colposcopies under the direct supervision of a preceptor who has had extensive experience in performing colposcopy.

Attachment A
Screening Mammography
Minimal Clinical Elements for the
Centers for Disease Control and Prevention Breast and Cervical Cancer Program
Breast Cancer Detection and Diagnosis

Step	Minimal Clinical Elements*
Detection	<ul style="list-style-type: none"> * Screening mammogram^{1,2,3} done for: <ul style="list-style-type: none"> • Asymptomatic women • Fibrocystic disease • Fibrocystic changes • Mastitis • Lumpy breasts (no single, clinically significant lump) • Prior benign biopsy (within past year) when surgeon or radiologist recommends screening mammogram • Family history of breast cancer (premenopausal breast cancer in mother and/or sister) * Screening findings reported as: <ul style="list-style-type: none"> • Assessment is incomplete with needed additional evaluation specified as follows: <ul style="list-style-type: none"> - spot compression mammography - magnification mammography - special mammographic views - ultrasound - aspiration • Assessment is complete – Final Categories: <ul style="list-style-type: none"> - negative - benign finding - probably benign finding – short interval follow-up suggested⁴ - suspicious abnormality – biopsy should be considered - highly suggestive of malignancy
Diagnosis/ Further Evaluation	<ul style="list-style-type: none"> * If assessment is incomplete after screening mammogram, radiologist arranges for and/or performs additional diagnostic evaluation prior to rendering final assessment. Options: <ul style="list-style-type: none"> - spot compression mammography - magnification mammography - special mammographic views - ultrasound - aspiration * When the result of the screening assessment and/or diagnostic evaluation is a suspicious abnormality or highly suggestive of malignancy, the radiologist communicates with the patient and referring physician. * Diagnostic findings reported as ACR Final Assessment Categories: ⁵ <ul style="list-style-type: none"> - negative - benign finding - probably benign finding -- short interval follow-up suggested⁴ - suspicious abnormality – biopsy should be considered - highly suggestive of malignancy * Radiologist recommendation(s) based on screening mammogram and any subsequent diagnostic work-up implemented. Options: <ul style="list-style-type: none"> - annual follow-up - short interval follow-up⁶ - biopsy to be performed * Surgeon examines all women with a "suspicious abnormality" or "highly suggestive of malignancy" result unless seen by a radiologist for biopsy. * Appropriate staging of the cancer by the surgeon who removes tissue for diagnosis. * Stage I or greater cancer evaluated by oncologist. In situ carcinoma evaluated by an oncologist at the discretion of the surgeon.
Treatment	<ul style="list-style-type: none"> * Positive biopsy treated

¹ Screening mammogram entails two views of each breast (medial lateral oblique view (MLO) and cranio-caudal (CC)).
² Screen for breast cancer with diagnostic mammogram when woman has implants, has had previous breast cancer, or has had a mastectomy.
³ If the mammographic workup (initial and/or previous) frequently requires additional views and/or ultrasound, a diagnostic mammogram may be permitted on an annual basis.
⁴ This final assessment category should not be used for individuals who need immediate, additional evaluation to make a definitive diagnosis. If a solid, nonpalpable, noncalcified, well defined nodule 5 mm or greater in diameter is found, the women should be informed about a maximum 2% risk of malignancy and if unwilling to accept the risk, the nodule should be sampled.
⁵ Reports which contain comparison to previous mammography reports are preferred.
⁶ Diagnostic mammogram may be indicated.

Attachment B
 Women's Cancer Control Program
 Montgomery County Rates

Office Visits

CPT Codes	Description	County Rates
99202	<u>New Patient: Single Exam</u> Expanded focused history, expanded focused examination and straightforward medical decision making. (e.g. either a Pap smear with a pelvic exam or a clinical breast exam.)	70.00
99212	<u>Established Patient: Single Exam</u> Focused history, focused examination and/or straightforward medical decision making. (e.g. either a Pap smear with a pelvic or clinical breast exam.)	40.00
99213	<u>Established Patient: Exam</u> Expanded history, expanded examination and/or medical decision making of low complexity. (e.g. Pap smear, pelvic exam, and clinic breast exam. Can also be billed in conjunction with a colposcopy [with or without biopsy] procedure.)	60.00
99203	<u>New Patient: Exam</u> Detailed history, a detailed examination; and medical decision making of low complexity. (e.g. including Pap test, pelvic exam and clinical breast exam. Can also be billed in conjunction with a colposcopy, with or without biopsy.	100.00

Procedures

57452	<u>Colposcopy</u> Provider's Office	88.69
57454	<u>Colposcopy</u> Colposcopy with biopsy of the cervix and/or endocervical curettage Provider's Office	114.67

Screenings-Radiology Facilities (non-hospital)

CPT Codes	Description	County Rates
77055	<u>Unilateral Mammography/Diagnostic</u>	
	Global	90.00
	Technical Component (TC)	55.00
77056	<u>Bilateral Mammography/Diagnostic</u>	
	Global	120.00
	Technical Component (TC)	75.00
76092	<u>Screening Mammography</u>	
	Global	95.00
	Technical Component (TC)	55.00
	Interpretation (26)	35.00

Attachment B
 Women's Cancer Control Program
 Montgomery County Rates

Ultrasound of the Breast

76645	<u>Ultrasound</u> Global Technical Component (TC) Interpretation (26)	100.00 70.00 28.00
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Pathology

CPT Codes	Description	County Rates*
88164	<u>Cytopathology, Slides, Cervical, or Vaginal</u> The Bethesda System, up to 3 smears, manual screening by technician under physician supervision.	14.75
88142	<u>Cytopathology, Cervical or Vaginal</u> Collected in preservative fluid, automated thin layer preparation; manual screening under Physician supervision. Reported in Bethesda System.	28.31
88305	<u>Biopsy of Cervix</u> Global	120.55

*Rate is inclusive of average rates for lab fees.

General Surgical Consultation and/or Clinical Breast Examination

CPT Codes	Description	County Rates*
99241	<u>New or Established Patient: Surgical Consultation</u> Focused history, focused examination and/or straight-forward medical decision making.	54.00
99202	<u>New Patient: Single Exam</u> Expanded focused history, expanded focused examination and straightforward medical decision making.	70.00
99242	<u>New or Established Patient: Surgical Consultation</u> Expanded history, expanded examination and/or straightforward medical decision making.	100.00
99212	<u>Established Patient: Single or Repeat Examination</u> Focused history, focused examination and/or straight-forward decision making, i.e. a repeat CBE.	40.00

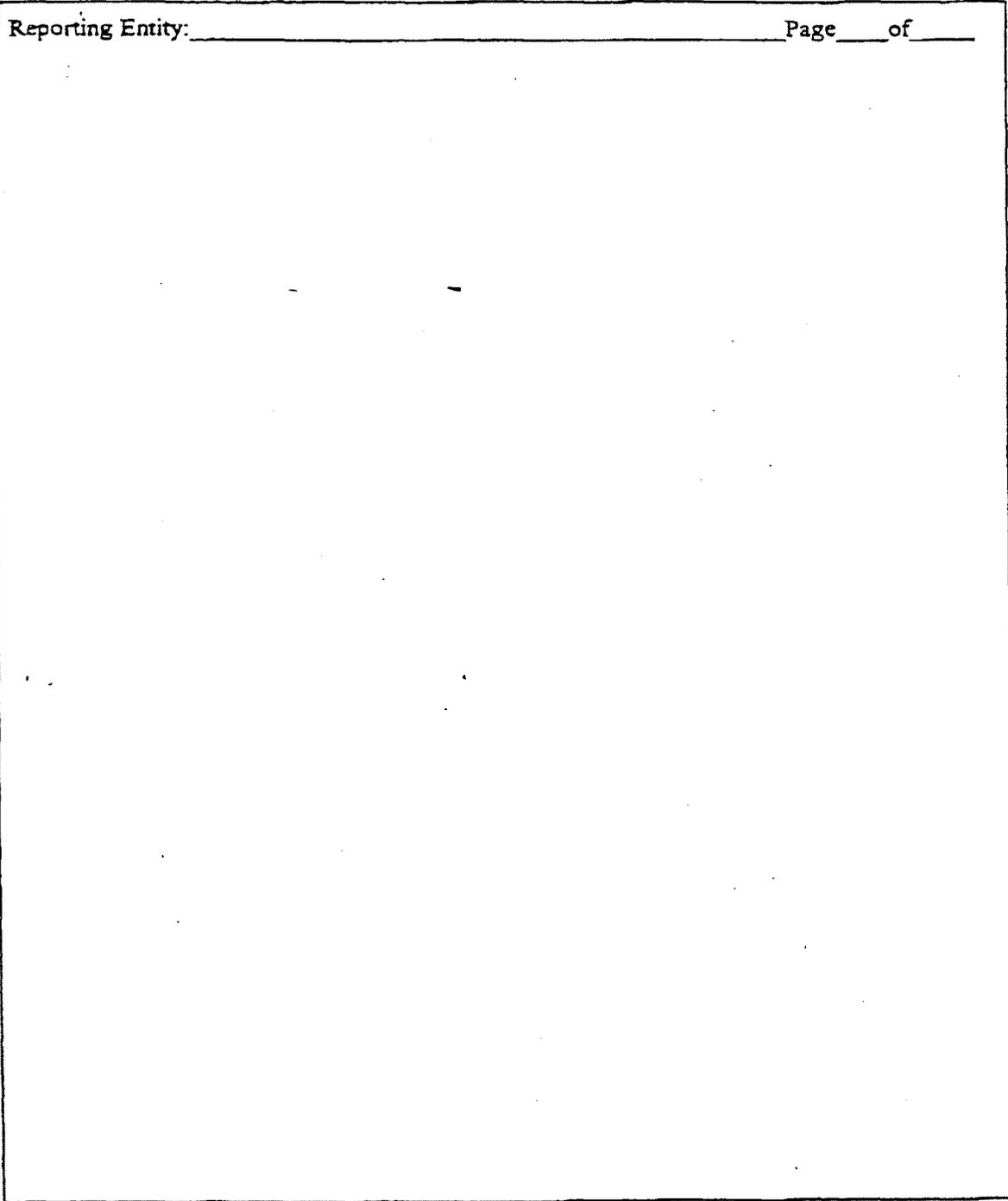
DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type</p> <p>a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>___ Prime ___ Subawardee Tier _____ if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, enter Name and address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (Including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____</p> <p>12. Form of Payment (check all that apply):</p> <p>___ a. cash ___ b. in-kind; specify: nature _____ value _____</p>	<p>13. Type of Payment (Check all that apply):</p> <p>___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other, specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: ___ yes ___ no</p>		
<p>16. Information required 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 per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form-LLL</p>	

Continuation Sheet

Reporting Entity: _____ Page ____ of ____



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. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the Change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s),

employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction 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 D.C. 20503.

Amendment #1 to the
Pre-Approved Form Contract
Open Solicitation #2646019050
Women's Cancer Control Program

BACKGROUND

1. This Contract is the result of the Contractor's response to Open Solicitation #2646019050.
2. The purpose of the Contract is to provide one or more of the following service(s): Screening and Diagnostic Mammography; Breast and Cervical Cancer Screening including breast exams, pelvic exams, and pap tests; and Colposcopy Services.
3. The purpose of this Amendment is to make changes to the Scope of Services of the Contract.

CHANGES

1. Article I., Background/Intent, Paragraph A. is modified as follows:

Add "Ultrasound Testing of the Breast as a follow-up to Screening and/or Diagnostic Mammograms" as No. 2 and renumber the remaining items; add "Surgical Consultation and/or Clinical Breast Examination" as No. 6.
2. Article I., Background/Intent, Paragraph E., replace Attachment B with the updated rate table attached to this Amendment to reflect the addition of Ultrasound Testing of the Breast and Surgical Consultations. This updated rate table is the new Attachment B.
3. Article II., Scope of Services is modified as follows: Add the following as Paragraph B. and renumber the remaining paragraphs.

B. Ultrasound of the Breast

1. The Contractor must provide follow-up ultrasound testing if the results of the screening and/or diagnostic mammograms indicate that further testing is necessary.
2. The County will refer clients to the Contractor if the client's screening/diagnostic mammograms indicate that further testing is necessary. In this event, the Contractor must schedule an appointment for each client referred by the County within one week of the client's contact with the Contractor.

3. The Contractor must have pre-authorization from the WCCP before performing the ultrasound. Pre-authorization may be in the form of a client presenting an ultrasound voucher or the provider may telephone the WCCP for pre-authorization.
4. The Contractor must provide sonography reports that use the American College of Radiology's reporting lexicon, are signed by a Radiologist and include the recommendation for next recall or further follow-up as necessary. For the purpose of this Contract, abnormal results are those that are suspicious or have a high probability of malignancy. The Contractor must provide reports on each referred client as follows:
 - a. for abnormal results and those results that advise further diagnosis, a report must be provided to the client's physician and to the WCCP within 2 working days. The client must be notified within 5 working days.
 - b. for normal results, a report must be provided to the WCCP and the client's physician within five working days and the client must be notified within two weeks.
5. The Contractor must not charge any fees or co-payments to County-referred clients for Ultrasound Services provided under this Contract.
6. The Contractor must maintain certification by the Food and Drug Administration (FDA), and accreditation by the American College of Radiology, throughout the term of this Contract. If the Contractor's certification/accreditation changes at any time during the term of this Contract, the Contractor must notify the County in writing about the nature of the change.
7. The Contractor must maintain its certification from the Federal Health Care Financing Administration to provide services during the term of this Contract. If the Contractor's certification status changes at any time during the term of this Contract, the contractor must notify the County in writing about the nature of the change.

4. Article II., Scope of Services is modified as follows: Add the following new Paragraph F.

F. Surgical Consultation and/or Clinical Breast Examination Services

1. The Contractor must provide a surgical and/or clinical breast examination with recommendation for follow-up if the results of the screening and/or diagnostic mammograms indicate that further testing is necessary.
2. The Contractor must schedule an appointment for each client referred by the County within 2 weeks of the client's initial contact with the Contractor.
3. The Contractor must explain the surgical consultation and/or clinical breast examination to the client and include the frequency of screening tests and the need for treatment, if indicated.
4. The Contractor must report normal findings/results from the surgical consultation and/or clinical breast examination to the WCCP by mail or fax within one week of the examination.
5. The Contractor must provide abnormal results and/or those results needing further treatment to the client and the WCCP within three working days of the examination. Abnormal results are as follows: clinical breast exams - results that indicate further diagnosis and/or treatment and/or immediate or short-term follow-up is needed.
6. The Contractor must not charge any fees or co-payments to County referred clients for surgical consultation and/or clinical breast examination.
7. The Contractor must not bill the WCCP for any service other than the performance of a surgical consultation and/or clinical breast examination.
8. Payment will not occur until the completed medical report of the surgical consultation and/or clinical breast examination for the client is received by the WCCP.

5. Article II, Scope of Services, is modified as follows: add the following sentence after “II. Scope of Services” and before subparagraph A.: “The Contractor must provide only those portions of the services below that are specified in the application that the Contractor submitted in response to Open Solicitation # 2646019050. The application is on file with the County.”
6. Article VIII, General Conditions, the insurance requirements are modified as follows:
 - A. The Professional Liability insurance limit of liability is increased to ***one million dollars (\$1,000,000)***; and
 - B. Commercial General Liability insurance is required as follows:

Commercial General Liability

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 coverage:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

EFFECT

1. Existing Contract provisions remain in effect unless specifically changed by this Amendment.
2. This Amendment is entered into prior to the expiration date.
3. This Amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No goods or services are to be provided pursuant to this Amendment until it is signed by the Director, Office of Procurement.

[SIGNATURE PAGE FOLLOWS]

Amendment #1 to the
Preapproved Form Contract
Open Solicitation #2646019050
Page 5

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited
Liability Company OR Proprietorship

Agency Name

Signature

Typed

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.

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;
- (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.

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.

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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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

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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

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.

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 .

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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	

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

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.

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.

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.

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

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:

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.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between Montgomery County, Maryland (hereinafter referred to as “Covered Entity”), and _____ (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in Montgomery County Contract # _____ (the “Underlying Agreement”), pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, “HIPAA”), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate’s obligations to comply with the the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General I §§4-301 *et seq.*) (“MCMRA”) or other applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate’s performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.
2. "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean _____.
3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.
4. "Designated Record Set" is defined at 45 CFR § 164.501.
5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.
6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.
7. "Required By Law" is defined at 45 CFR § 164.103.
8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
9. "Security Incident" is defined at 45 CFR § 164.304.
10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

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

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address;

and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered

Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

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

M. A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

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

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

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

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

Covered Entity that seeks documents or other information held or controlled by Business Associate.

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

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

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

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

4. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which “Business Associate” is “Contractor” and “Covered Entity” is “County” for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, the MCMRA, or other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

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

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the Maryland law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action

contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

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

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

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

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

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

Joy Page, Esq.
Deputy Privacy Official
Montgomery County, Maryland
401 Hungerford Drive, 7th Floor
Rockville, Maryland 20850

(240) 777-3247 (Voice)
(240) 777- 3099 (Fax)

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

Address: _____

Attention: _____

Phone: _____

D. Maryland Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Maryland, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

SIGNATURE PAGE FOLLOWS

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

MONTGOMERY COUNTY, MARYLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Montgomery County, Maryland, (the “County”) and
- _____ (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an “Incident”) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

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

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____