

Open Solicitation #1164886 – Clinical Lab Services

<p style="text-align: center;">Open Solicitation Plan For Open Solicitation #1164886 – Clinical Lab Services</p>

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

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website. Additionally, DHHS will send a copy of the notice to current providers under Open Solicitation #1002038, which this solicitation replaces.
- (2) Application Process – The DHHS Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at:
<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions and Minimum Qualifications for applicants for this Open Solicitation; 3) the Application with Vendor Information Form; and 4) the Pre-Approved Form Contract including the Scope of Services, General Conditions of Contract Between County and Contractor, County’s Business Associate Agreement, and all other attachments.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum qualifications that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on solicitation criteria.
- (4) All applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive a contract to provide the services described in the Open Solicitation.
- (5) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between County and Contractor (“General Conditions”), and the County’s Business Associate Agreement without modification.
- (6) Cost – The cost of contracts will not exceed available appropriations. Funds will be

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encumbered in purchase orders issued under the contracts by DHHS. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified. Funds will be encumbered under a contract as approved by the County. The County will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.

- (7) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.
- (8) Changes to Forms – The County may update the Open Solicitation Form Contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation:
 - a. General Conditions of Contract Between County & Contractor (PMMD-45);
 - b. Minority Business Program & Offeror’s Representation (PMMD-90);
 - c. Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
 - d. Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan (PMMD-65);
 - e. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177); and
 - f. Business Associate Agreement.

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

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OPEN SOLICITATION #1164886 NOTICE TO VENDORS

CLINICAL LAB SERVICES

Montgomery County, Maryland, through its Department of Health and Human Services (DHHS) is seeking applications from licensed and qualified clinical reference laboratories with specimen collection/blood draw stations located in Montgomery County to provide collection of biological specimens, courier services, and clinical lab testing services, supplies and lab reports for the County's Public Health clinics, School Based Health and Wellness Centers, the Department of Corrections and Rehabilitation and other County Departments, herein after referred to as "County Sites." A complete description of the Scope of Services is included in the Open Solicitation packet. Laboratories interested in providing these services may obtain an application packet by visiting DHHS – Contract Management Team website at:

<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html> .

The County requires clinical reference labs awarded a contract under this solicitation to provide the following goods and services as described in the Pre-Approved Form Contract – Section I. Scope of Services:

1. Obtain biological specimens as ordered by the County's designated staff at the Contractor's collection sites in Montgomery County;
2. Provide courier services for specimen pick-up from County sites and delivery of specimens to Contractor's lab testing site;
3. Perform tests and provide results and reports as ordered by County designated staff and indicate any referral labs if used. A list of tests to be ordered by the County include but are not limited to the following:
 - Mpox/Orthopoxvirus PCR
 - SARS-CoV-2 PCR
 - PhenoSense GT
 - PhenoSense Plus integrase
 - Trofile Assays
 - GenoSure Prime
 - GenoSure MG
 - Genosure Archive
 - Others labs as needed by the County
4. Provide STAT (urgent) specimen collections, testing and reports of lab values;

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5. Provide a customer service representative for daily phone contact between the lab and County designated staff;
6. Report lab values confidentially in writing, by phone and electronically, as requested by the County;
7. Provide lab request forms and supplies for each County site as specified;
8. Furnish the County with an Internet Web address to an on-line catalog of available tests, supplies and services and provide log-in access to designated County staff; and
9. Provide repeat tests and values when requested by County designated staff.

The rates for the services under Open Solicitation # 1164886 mirror federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) Medicare lab services reimbursement rates for Maryland published on the Internet at:

https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp

The County will pay the rate established for Medicare reimbursements by the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) for Maryland, for each bundled or unbundled lab test or service provided and as specifically ordered by County designated staff. These rates, as defined by the CMS test code number, are inclusive of any needed specimen pick-up, lab supplies, packing and shipping supplies and printed requisitions required for each test. The rate paid will be that published on the CMS website on the day the service was ordered. If the CMS Internet website URL changes, the rates posted on the current CMS URL for Medicare and Medicaid Clinical Lab Services fee schedule for Maryland will prevail.

The County will assign work to the laboratories based on the needs of the County and the County's clients. When referring County clients for laboratory services, the County will provide the client a list of all laboratories under contract with the County as a result of this Open Solicitation #1164886 and the client will choose the laboratory based on the test(s) ordered by the County and the convenience of the client. When County Sites order laboratory services on behalf of a client, the County will order from the laboratory that is able to provide the testing required by the client within the timeframe needed by the client and the County.

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For any testing required by the County where the choice of Contractor is not based on medical need or on timeliness as previously stated, the County will assign work based on a yearly rotation to occur on April 1. Contractors will be assigned work as a 'primary' lab, receiving the bulk of work orders, for one County Site for an initial period of up to one year during the first contract year or until rotations occur on April 1. The first lab Contractor awarded a contract will be assigned as the primary lab contractor for the first County Site, starting with Public Health Clinics (see Designated Sites for Specimen Pick-Up, Attachment D, which include locations numbered 2, 4 and 6 through 28), until subsequent labs receive contracts. As subsequent Contractors are awarded contracts, each will become the primary lab for the next site or additional sites if added to Designated Sites for Specimen Pick-Up. Contractors will rotate in turn, yearly, on April 1 among the County Sites as coordinated by the County. In the event that Contractors exceed the County Sites as listed on Designated Sites for Specimen Pick-Up, the County may revise Designated Sites for Specimen Pick-Up to allow for further division of rotation assignments. Designated Sites for Specimen Pick-Up for a specific Contractor may be revised from time to time. If Designated Sites for Specimen Pickup, Attachment D, is updated, the Contract and the Open Solicitation will be Amended accordingly. The updated Designated Sites for Specimen Pickup, updated Attachment D, will be posted at this web address:

<https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>

The County is not limited to the use of the 'primary' lab Contractor or any particular Contractor for any County Site if medical need or timeliness is a factor in provision of services to County clients.

The County makes no guarantee that any laboratory will be assigned any minimum amount or any work under contracts resulting from this Open Solicitation.

Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:

HHS.Open.Solicitations@montgomerycountymd.gov

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

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

**Clinical Lab Services
Open Solicitation #1164886
Instructions and Vendor Information**

The County will enter into contracts with all applicants who meet the Minimum Qualifications stated in Article II. Minimum Qualifications and are found to be responsible organizations. If your application is accepted and approved and your organization is found to be responsible, the County will execute the contract and return a copy to you. The applicant must sign the County's Pre-Approved Form Contract that includes the General Conditions of Contract Between County and Contractor, County's Business Associate Agreement and other Attachments, as written with no modification. Once you receive notice from the County of the executed contract, an executed purchase order from the County, and a request for services from the County, you may begin to provide services to clients.

Award of a contract under this Open Solicitation is subject to fiscal appropriations. DHHS will send a copy of the notice to current providers from open solicitation # 1002038, whose contracts will be replaced by contracts awarded under this Open Solicitation

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

I. Submission Documents: The following items must be submitted:

- A. Form Contract and Contract Attachments-the Form Contract must be filled out correctly and submitted. Please follow these steps:
1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 2. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
 3. Submit all pages of the Form Contract (not just the signature page), including the completed attachments listed below:
 - a. General Conditions of Contract Between County & Contractor; and, <https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>
 - b. Business Associate Agreement. <https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- B. Application Documents - The following attachments are required and must be completed and submitted with your application or the application will be rejected:
1. "Application Form" as described in this document, below.
 2. "Minority, Female Disabled (MFD) Person Subcontractor Performance Plan" – Please submit your MFD plan or request a waiver. <https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
 3. "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor". www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
 4. *Optional* "Minority Business Program & Offeror's Representation" – this form may be filled out and submitted if applicable to the applicant's organization. www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf

- C. Complete list of Contractor’s lab specimen collection/blood draw stations within Montgomery County available to provide services to the County under the contract resulting from this solicitation, with complete address, name of contact person with phone number and e-mail address, and hours of operation.
- D. Contractor’s Licenses and Certifications
 - 1. Current Maryland Department of Health Office of Health Care Quality Medical Laboratory Permit
 - 2. Current Center for Medicare and Medicaid Services Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance
 - 3. Evidence of current accreditation by the College of American Pathologists
 - 4. Current Federal Substance Abuse and Mental Health Services Administration/Department of Health and Human Services (SAMHSA/DHHS) Certification or equivalent document
 - 5. Current State of Maryland and/or local business licenses as applicable
 - 6. Current out of State business licenses as applicable if not a Maryland corporation
 - 7. Current evidence of “Good Standing” by the Maryland Department of Assessments and Taxation.
- E. Certificates of Insurance providing evidence of meeting the mandatory insurance requirements set forth in Article VIII. General Conditions and Insurance Requirements of the Pre-Approved Form Contract.
- F. A corporate entity must submit its Articles of Incorporation along with any amendments.
- G. A completed and signed copy of applicant’s Internal Revenue Service (IRS), Form W-9.
- H. If applicant is a non-profit entity it must submit its Letter of Determination from the IRS.

II. Minimum Qualifications - All applicants who apply to provide services under contracts resulting from this solicitation must:

- A. Possess and maintain current occupancy permits, licenses, insurance and certifications required to operate legally in any State in which it conducts business and must agree to obey all federal, State and local laws.
- B. Possess all current documents listed in Section I. Submission Documents. All certifications/licenses must be current and with no pending negative actions.
- C. Possess the capacity to collect biological samples for testing at one or more physical specimen collection/blood draw stations located in Montgomery County, Maryland.
- D. Employ professional staff and demonstrate evidence of continuous professional certification while providing professional services under contracts resulting from this solicitation.
- E. Possess the ability to provide all clinical laboratory services at the rates for reimbursement provided for in this solicitation.
- F. Possess the capacity to provide courier services to pick-up and transport biological specimens.
- G. Possess the capacity to provide all biological specimen collection and transport supplies and equipment.
- H. Possess the capacity to provide continuously updated electronic catalog (URL link) of its lab services.
- I. Possess the staff capacity to designate one or more customer service representatives to communicate with County staff to coordinate services as required.

- J. Possess established organizational policies to assure compliance with all Health Insurance Portability and Accountability Act (HIPAA) regulations and other applicable state, local and federal laws and regulations governing the confidentiality of medical records.

III. Instructions

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:

HHSlabapplications@montgomerycountymd.gov

If your application meets the minimum qualifications listed above and your application is reviewed and found to be complete, the County will execute the Pre-Approved Form Contract and return a copy to you.

A copy of the County’s General Conditions of Contract Between County and Contractor (“General Conditions”) is included with the solicitation packet. The County’s General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County’s Pre-Approved Form Contract as written, without modification, including the General Conditions, and other attachments 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. **You must not provide services until you receive notice from the County that the contract has been executed and you receive an executed purchase order from the County.**

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.

CLINICAL LAB SERVICES

BACKGROUND/INTENT

Montgomery County's Public Health clinics and School Based Health Centers provide certain medical services for County residents. The Department of Correction and Rehabilitation medical clinic provides medical services to incarcerated inmates and residents in Montgomery County. Provision of medical services requires the need for lab tests and analysis to be performed by certified clinical labs and for reports to be made to the County designated clinic staff on a weekly scheduled basis as well as on a STAT (critical, rush/urgent) basis. Some of the tests required by the County are critical in nature and professional testing and reports are essential for providing accurate diagnosis and treatment of disease in a timely manner. The County requires qualified laboratories to provide comprehensive clinical lab services, as delineated in this Contract, at Contractor sites and at County locations, hereinafter referred to as "County Sites."

The County does not guarantee that the Contractor will provide a specific number of tests or services.

The Contractor was selected under Open Solicitation #1164886, Clinical Lab Services, to provide services in accordance with the Open Solicitation and this Contract.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

A. Biological Specimen Collection and Pick-Up

The Contractor must:

1. Maintain specimen collection sites in Montgomery County and provide collection of biological specimens from County referred clients for routine and STAT (critical, rush/urgent) specimen testing at the Contractor's lab, as requested by County staff.
2. Provide biological specimen courier pickup at the locations and times specified in the Attachment labeled Attachment D Designated Sites for Specimen Pick-Up. Upon notice to the Contractor, the Designated Sites for Specimen Pick-Up may be adjusted as required to meet County needs and a new list will be provided to the Contractor. Arrangements for courier pick-ups must be coordinated by the Contractor's customer service representative and the individual County Site's designated staff member.
3. Provide STAT biological specimen courier pick-up from Designated Sites for Specimen Pick Up and transport to Contractor's testing facility within 2 hours of notice given to Contractor that a STAT pick-up is required.
4. Arrange for after-hours and weekend specimen pick-ups, as needed.

B. Lab Forms and Labels

The Contractor must:

1. Provide the County and Designated Sites for Specimen Pick Up an identifying account number; Designated Site for Specimen Pick Up facility's name, address, telephone, and fax numbers, and supply requisition forms.
2. Provide test container labels as approved by the County.

C. Lab Equipment, Supplies, and Catalog of Tests and Services

The Contractor must:

1. Provide an online URL link to catalog of lab tests offered by Contractor.
2. Provide access and log-ins with passwords to the Contractor's online catalog.
3. Provide instructions for ordering supplies, tests, and services from the on-line catalog.
4. Provide supplies within 2 working days of receiving an order from the County. Supplies include, but are not limited to:
 - (a) Vacutainer tubes (various sizes and colors) and holders,
 - (b) Collection supplies - Needles (22-20 gauge, 1-1 ½", butterfly needles), tubing, safety flow lancets, tourniquets, 24-hour urine collection containers;
 - (c) Transport containers - Cooler boxes, and temperature controlled transport containers, zip-lock specimen bags, sterile and non-sterile urine cups, vacutainer urine culture collection kits, ova & parasite kits, culturettes (aerobic, anaerobic & viral), Chlamydia transport media, HPV Collection kits, and blood culture bottles;
 - (d) Cytology supplies – Pap kits, ‘Sure Path’ Pap kits, brooms, brushes, slide holders, spray fixative, spatulas, microscope slides, and formalin bottles;
 - (e) Glucose Tolerance beverage;
 - (f) Biohazard labels;
 - (g) Tele-printers, if requested, and centrifuges for each County Site collecting blood samples.
5. Provide regular maintenance and cleaning of centrifuge on Designated Sites for Specimen Pick Up.
6. Provide replacement centrifuges promptly at Designated Sites for Specimen Pick Up, as needed.
7. Provide collection boxes on exterior of the building with locks and access keys for all Designated Sites for Specimen Pick Up. Durable lab equipment provided by the Contractor remains the property of Contractor. The Contractor, at no additional cost to the County, is responsible for maintenance, cleaning, and removal of such equipment from Designated Sites for Specimen Pick Up upon expiration of this Contract.

D. Lab Tests, Analysis and Reports

The Contractor must:

1. Perform tests as ordered by County staff and provide reports (via fax/telephone or online electronically) of test results, including STAT test results, to the staff member or designee who ordered the test. The maximum time allowed for STAT test results, including travel/pick-up time, is four (4) hours. The Contractor must also report critical or panic values (test result requiring immediate medical attention) immediately via telephone to the staff member at the Designated Site for Specimen Pick Up that ordered the test or to a County designated staff member. The Contractor must immediately send a follow-up hard copy via fax to the requesting Designated Site for Specimen Pick Up.
2. Report abnormal results to the County Site ordering the test on the day the abnormal result is determined.
3. Communicate test results to requesting County staff or designee at County Site via fax machine or electronically, in the timeframe required for each test ordered.
4. Prepare and deliver final lab reports to requestor at County Site or to designated staff member, in writing, within 5 working days of specimen collection.
5. Conduct repeat tests and analysis as requested by the County staff.
6. Communicate all results while maintaining confidentiality of patient information at all times in accordance with applicable federal, state, and local laws and regulations governing privacy and confidentiality of medical information.
7. Provide standardized laboratory reports in a form approved by the County to the County requestor at County Site or to designee.
8. Include the following information on Lab reports:
 - (1). Account Number
 - (2). Patient name or ID# (as originally submitted on the laboratory requisition form).
 - (3). Name of requesting County Site and staff member or designee
 - (4). Name and code number of tests performed
 - (5). Test results
 - (6). Specify normal range
 - (7). Date specimen collected
 - (8). Date specimen received by lab
 - (9). Date test performed
 - (10). Name and contact information of referral Lab, if used.

E. Contract Customer Service Representative

The Contractor must maintain and ensure good communication and

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response to County staff and must:

1. Provide a customer service representative for daily communication and coordination of tests and services.
2. Provide instructions for preparation of specimens for transport.
3. Provide a list of back up customer service representatives.
4. Provide a professional lab staff member for expert consultation.
5. Provide 24- hour phone answering service to the County providers to be able to inquire about critical lab test results after clinic hours .

F. Business Associate Agreement

The Contractor must sign and comply with all federal, state, and local laws and regulations, governing privacy and the protection of health information, including but not limited to, the Health Insurance Portability and Accountability Act. The Contractor must sign and comply with the County's Business Associate Agreement.

II. QUALITY ASSURANCE

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 services provided under this Contract, and reviews or requests for other data related to this Contract. The Contractor must grant the County or State access to these records during the Contract term and for five (5) years after final payment is made under this Contract. Any County Site visit shall occur at a time mutually agreed upon by the Contractor and County with at least two (2) weeks' notice.

The Contractor must protect patient confidentiality with policies that are consistent with all applicable federal, state, and local laws and regulations and acceptable medical practice.

III. MANDATORY REQUIREMENTS

A. The County requires the Contractor to perform all services delineated in this Contract as per federal, state, and local laws and regulations governing the operations for clinical laboratory services. The Contractor must know and apply all such laws and regulations as they relate to specimen collection, transport, analysis, and reporting.

B. Contractor's failure to meet the standards of the Centers for Medicare and Medicaid Services (CMS) or Clinical Laboratory Improvement Amendments (CLIA) proficiency ratings or loss of any other required certification or license are grounds for Contract termination.

C. The Contractor must maintain the following certifications/ licenses required to perform the services described in this Contract and, upon request by the County, provide evidence of this including:

1. Current Maryland Department of Health Office of Health Care

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2. Quality Medical Laboratory Permit
Current Centers for Medicare and Medicaid Services
Clinical Laboratory Improvement Amendments (CUA)
Certificate of Compliance
3. Current accreditation by the College of American Pathologists
4. Current Federal Substance Abuse and Mental Health Services
Administration / Department of Health and Human Services
(SAMHSA/DHHS) Certification or equivalent document
5. Current State of Maryland and/or local business licenses as applicable
6. Current out of State business licenses as applicable if not a
Maryland corporation
7. Current staff professional certifications

IV. ASSIGNMENT OF WORK

The County will assign work to the Contractor based on the needs of the County and the County's clients. When referring County clients for laboratory services, the County will provide the client a list of all laboratories under contract with the County as a result of Open Solicitation# 1164886 and the client will choose the laboratory based on the test(s) ordered by the County and the convenience of the client. When County Sites order laboratory services on behalf of a client, the County will order from the laboratory that is able to provide the testing required by the client within the timeframe needed by the client and the County.

For any testing required by the County where the choice of Contractor is not based on medical need or on timeliness as previously stated, the County will assign work based on a yearly rotation to occur on April 1. Contractors will be assigned work as a 'primary' lab, receiving the bulk of work orders, for one County Site for an initial period of up to one year during the first contract year or until rotations occur on April 1. The first lab Contractor awarded a contract will be assigned as the primary lab contractor for the first County Site, starting with Public Health Clinics (see Designated Sites for Specimen Pick-Up, Attachment D, which include locations numbered 2, 4 and 6 through 28), until subsequent labs receive contracts. As subsequent Contractors are awarded contracts, each will become the primary lab for the next site or additional sites if added to Designated Sites for Specimen Pick-Up. Contractors will rotate in turn, yearly, on April 1 among the County Sites as coordinated by the County. In the event that Contractors exceed the County Sites as listed on Designated Sites for Specimen Pick-Up, the County may revise Designated Sites for Specimen Pick-Up to allow for further division of rotation assignments. Designated Sites for Specimen Pick-Up for a specific Contractor may be revised from time to time. If Designated Sites for Specimen Pickup, Attachment D, is updated, the Contract and the Open Solicitation will be Amended accordingly. The updated Designated Sites will be posted at this web address:

<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>

The County is not limited to the use of the 'primary' lab Contractor or any particular Contractor for any County Site if medical need or timeliness is a factor in provision of services to County clients.

V. COMPENSATION

- A. The rates for the services provided under this Contract and Open Solicitation #1164627 mirror federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) rates for Maryland, found at:

https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp

- B. The County will pay the rates established by CMS for Maryland for each bundled or unbundled lab test or service provided and as specifically ordered by County designated staff. These rates, as determined by the test code number, include any needed specimen pick-up, lab supplies, packing, shipping supplies, and printed requisitions required for each test. The rate paid will be that published on the CMS website on the day the service was ordered. If the CMS website URL changes, the rates posted on the current CMS URL for Medicare and Medicaid Clinical Lab Services fee schedule will prevail. It is the responsibility of the Contractor to obtain a copy of the most current rates from the CMS website.

Each County Department using this Contract will encumber funds for its own Purchase Order (PO). No goods or services will be accepted or compensated by the County under this Contract prior to the execution of a County Purchase Order(s) and Notice(s) to Proceed and the Contractor's receipt of said County Purchase Order(s) and Notice(s) to Proceed. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order(s) issued to the Contractor. No compensation will be paid to the Contractor for services in excess of the amount authorized in the Purchase Order.

VI. INVOICES

The Contractor must submit each invoice to the individual County using Departments as noted on Attachment D Designated Site for Specimen Pick Up, along with a copy of the Purchase Order under which the services were rendered. Invoices must be submitted in a format approved by the County and must provide: the CMS Code Number of the test performed, the date of each test performed, patient name and ID number, test description, CMS unit price, and total invoice amount. The Contractor must provide any other supporting documentation as requested by the County. Invoices must be submitted within 15 days of the close of each month.

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The Contractor must notify the County in advance of any change of address to ensure timely processing of payments:

VII. TERM

This Contract is effective on the effective date listed on the signature page, upon signature by the County's Director, Office of Procurement and shall be effective 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 renew this Contract for two (2) additional two-year terms.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference and made a part of this Contract. However, Paragraph 21, Insurance, is superseded by the insurance requirements listed below:

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

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence, and two million (\$2,000,000) aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

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

Business Automobile Liability

A minimum limit of liability of ***one million dollars (\$ 1,000,000)***, combined single limit, for bodily

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injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Worker's Compensation/Employer's Liability

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

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Cyber liability

If Contractor/Supplier has access to Confidential Information, Privacy and Network Security coverage shall be maintained with limits of not less than ***one million dollars (\$1,000,000) per occurrence***. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability.

Professional Liability (Errors and Omissions Liability)

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

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

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

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the

FORM CONTRACT # _____

contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to “cross-liability” or “insured vs insured” exclusion provisions.

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Dept of Health & Human Services / Amanda Abbey
401 Hungerford Dr., 6th Floor
Rockville, MD 20850

IX. PRIORITY OF DOCUMENTS

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

1. This Contract Document;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. The County's Business Associate Agreement (Attachment B);
4. Application Form (Attachment C);
5. Designated Sites for Specimen Pick-Up (Attachment D);

[SIGNATURE PAGE FOLLOWS]

Clinical Lab Services
Signature Page –
Open Solicitation # 1164886

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

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Avinash G. Shetty, Director
Office of Procurement

Date

RECOMMENDATION

James C. Bridgers, Jr. Ph.D., MBA,
Director Department of Health and Human
Services

Date

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

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

ATTACHMENT C
Application Form

Open Solicitation
#1164886
Clinical Lab
Services

Please list the name(s) of the person who will serve as the customer services liaison to the County for services provided as required by contracts resulting from this solicitation. Provide complete address, email address, and phone number for each specimen collection station or lab testing site.

Legal Name of Firm:

Customer Service Representative Contact Name:

Address:

City & State:

Zip Code:

Email _____ Phone# _____ Fax# _____ Tax Identification# (TIN):

Billing contact name and phone number:

Online URL for Lab Services Catalog:

Access to Catalog; Log-In Instructions:

THE FOLLOWING ITEMS MUST BE INITIALED BY THE APPLICANT:

_____ Applicant has one or more physical specimen collection/blood draw stations located in Montgomery County, MD, and is licensed and certified to provide clinical lab services under federal, State and local laws and regulations as applicable. A complete list of specimen collection sites available to County clients is attached to this application.

_____ Applicant accepts the rates for reimbursement as published at the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) website for Maryland, found at: https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp adopted by the County as the rates for reimbursement for clinical lab services as ordered under contracts resulting from this solicitation.

_____ Applicant has the capacity to provide specimen collection, lab testing and reporting services as required by contracts resulting from this solicitation, including STAT requests for service.

_____ Applicant has submitted all documents required for application for a contract under this solicitation.

_____ Applicant has provided the name and contact information of the customer service representative(s) assigned to care for communication with County designated staff as required by contracts resulting from this solicitation ; (see section above).

ATTACHMENT D

DESIGNATED SITES FOR SPECIMEN PICK-UP

HEALTH AND HUMAN SERVICES INTERDEPARTMENTAL HUMAN TEST SPECIMEN PICK-UP			
	1.	Office of Animal Services (OAS) Montgomery County Animal Services & Adoption Center 7315 Muncaster Mill Road Derwood, MD 20855 CONTACT: Bonnie White, 240-773-5641	2.
	3.	Montgomery County Correctional Facility (MCCF) 22880 Whelan Lane Boysds, MD 20844 CONTACT: Diane Combes, 240-777-9833 <i>Check in with front desk Correctional Officer</i>	4.
	5.	Montgomery County Detention Center (MCDC) 1307 Seven Locks Road Rockville, MD 20850 CONTACT: Diane Combes, 240-777-9833 <i>Check in with front desk Correctional Officer</i>	6.
	7.	Department of Health and Human Services Dental Services (DS)/Service Eligibility Unit (SEU) 1401 Rockville Pike Rockville, MD 20852 CONTACT: DS – Emma Boyce, 240-777-1893 SEU – Olga Ponce, 240-777-3498	8.
	9.	Harmony Hills Elementary School School Based Health Center 13407 Lydia Street Silver Spring, MD 20906 CONTACT: Carol Ann Kugler, 240-777-0781	10.
	11.	JoAnn Leleck at Broad Acres Elementary School School Based Health Center 710 Beacon Drive Silver Spring, MD 20903 CONTACT: Ingrid Fox, 240-740-1902 <i>Specimen pick-up area – Separate red building in front of school</i>	12.
	13.	Gaithersburg Elementary School School Based Health Center 35 N. Summit Avenue Gaithersburg, MD 20877-2921 CONTACT: Lynda Ralli, 301-926-1628	14.
	15.	Department of Health and Human Services Crisis Center (CC)/Child Welfare Services (CWS) 1301 Piccard Drive, 3 rd floor	16.

Open Solicitation #1164886
FORM CONTRACT # _____

	Rockville, MD 20850 CONTACT: Pam Rossomondo, 240-777-4229		Silver Spring, MD 20910 CONTACT: Judy Jann, 240-777-4882
17.	Summit Hall Elementary School School Based Health Center 101 W. Deer Park Road Gaithersburg, MD 20877-1850 CONTACT: Lori Altman, 301-284-4130	18.	New Hampshire Estates Elementary School School Based Health Center 8720 Carroll Avenue Silver Spring, MD 20903 CONTACT: Rashida Nedrick, 240-740-1570
19.	Highland Elementary School School Based Health Center 3100 Medway Street Silver Spring, MD 20902 CONTACT: Katherine Spivey, 240-740-1758	20.	Rolling Terrace Elementary School School Based Health Center 705 Bayfield Street Takoma Park, MD 20912 CONTACT: Megan Christopher, 240-740-1952
21.	Viers Mill Elementary School School Based Health Center 11711 Joseph Mill Road Silver Spring, MD 20906 CONTACT: Abosede Lanyono, 240-740-1015	22.	Gaithersburg High School School Based Wellness Center 101 Education Blvd Gaithersburg, MD 20877 CONTACT: Rashida Nedrick, 301-284-4530
23.	Watkins Mill High School School Based Wellness Center 10301 Apple Ridge Road Gaithersburg, MD 20879 CONTACT: Nancy Caruso, 301-284-4454	24.	Wheaton High School School Based Wellness Center 12401 Dalewood Drive Silver Spring, MD 20906 CONTACT: Lynette Matheson-Graham, 301-321-3440
25.	Seneca Valley High School School Based Wellness Center 19401 Crystal Rock Drive Germantown, MD 20874 CONTACT: Cheryl Requa, 240-740-6402	26.	John F. Kennedy High School School Based Wellness Center 1901 Randolph Road Wheaton, MD 20902 CONTACT: Celeste Amadei, 240-740-0115
27.	Weller Road Elementary School School Based Health Center 3301 Weller Road Silver Spring, MD 20906 CONTACT: Patricia Sapp, 301-287-8605	28.	South Lake Elementary School School Based Health Center 18201 Contour Road Gaithersburg MD 20877 CONTACT: Patricia Panetti, 240-740-7332