COUNTY COMMISSIONERS OF KENT COUNTY
("the County")

on behalf of

THE KENT COUNTY HEALTH DEPARTMENT
(a State Agency)
("KCHD")

REQUEST FOR PROPOSAL/INVITATION TO BID

 # KCHD-2018-2

FOR

Medical Assistance Ambulatory, Wheelchair and/or Ambulance Transportation Services

Shelley Heller
County Administrator
400 High Street
Chestertown, Maryland 21620

Leland D. Spencer, M.D.
Health Officer
125 South Lynchburg Street
Chestertown, Maryland 21620

SCHEDULE

BID NUMBER KCHD-2018-2

Date	Step
April 16, 2018	Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace
April 19, 2018	Local Newspaper Advertisement;
May 8, 2018, 10:00 a.m.	Bid Submission Ends; Bid Opening County Commissioners' Hearing Room
May 22, 2018	Bid Award & Notice to Proceed

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SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") on behalf of the Kent County Health Department, a State Agency ("KCHD") is requesting proposals from qualified persons for Medical Assistance Wheelchair and/or Ambulance Transportation Services.

2. Issuing Office

Name: Shelley Heller
Title: County Administrator
County Commissioners of Kent County
400 High Street
Chestertown, Maryland 21620

Telephone #: (410) 778-3805

3. Questions and Inquiries

All questions and inquiries should be directed as follows:

Questions concerning RFP generally shall be referred to:
Ms. Angela Young
Administrator
Kent County Health Department
410-778-7032

Questions must be received by April 30, 2018. A summary of questions and answers will be distributed to all bidders that were sent this RFP or otherwise are known by KCHD to have obtained this RFP.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers are not binding and reliance should not be placed on the same.

4. Submission Deadline & Instructions

All proposals must arrive at the Office of the County Administrator ("Bid Receipt Office") by May 8, 2018 10:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Bidders mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

County Administrator
Bid Receipt Office
County Commissioners of Kent County, Maryland
400 High Street
Chestertown, Maryland 21620

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

NEITHER THE COUNTY NOR KCHD WILL BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY LOCATION OTHER THAN THE BID RECEIPT OFFICE WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE, KCHD OFFICE, OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR KENT COUNTY HEALTH DEPARTMENT – MEDICAL ASSISTANCE TRANSPORTATION SERVICES – BID NUMBER KCHD-2018-2.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE**. County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED

LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

5. **Duration of Offer**

Unless otherwise specified by KCHD, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the bidder's written agreement.

6. **Changes in Contract Documents**

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County and KCHD assume no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or KCHD or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

7. **Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective bidders that were sent this RFP or otherwise are known by the KCHD to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

8. **Cancellation of the RFP; Rejection of All Proposals**

KCHD may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of KCHD. Neither the County nor KCHD shall have any liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

9. **Proposal Acceptance; Discussions**

KCHD reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of KCHD. KCHD also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

10. **Bid Opening**

All bids will be opened and publicly read by designated County & KCHD staff at 10:00 a.m., May 8, 2018, at the Commissioners Hearing Room, 400 High Street,

Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

11. Omission of Specifications

The omission of a bidder of any specifications, or details of any specifications which would normally apply to the products or service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

12. Incurred Expenses

Neither the County nor KCHD will be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this RFP.

13. Access to Public Records Act Notice

A bidder should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

14. Compliance with Law

By submitting an offer in response to this RFP, the bidder, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

15. Acceptance of Terms and Conditions

By submitting a response to this RFP, a bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the KCHD. ***This procurement and any ensuing contracts or agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

16. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

17. Failure To Deliver or Perform

In the event the bidder fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the KCHD reserves the right to purchase on the open market those goods and services which the bidder has failed to deliver and shall deduct any costs incurred by KCHD as a result of such failure to deliver, from any money due the bidder under the contract or other contracts with KCHD.

18. Termination of Contract

The KCHD reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the bidder at any time to perform faithfully any of the contract requirements. Should the bidder fail to comply with contract requirements, except for circumstances beyond it control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, KCHD reserves the right to purchase the required goods or services in the open market and charge the bidder with any excess costs, or to complete the required work or obtain the required goods at the expense of the bidder and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to KCHD.

KCHD may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred (not to exceed the total for the project) as of the date of termination.

19. Changes to the Contract

KCHD may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the bidder's cost or time required for performance or change in scope of service. KCHD reserves the right to increase or decrease quantities and/or projects at their discretion.

20. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by KCHD and shall contain, as a minimum, applicable provisions of the Request For Proposal. KCHD reserves the right to reject any agreement that does not conform to the Request For Proposal and any County or KCHD requirements for agreements and contracts.

21. Contract and Related Data

No reports, information or data given to or prepared by KCHD under the contract shall be made available to any person by the contractor without the prior written approval of

KCHD.

22. Contract Award

It is the intent of KCHD to award a contract to the lowest qualified responsible and responsive bidder within 10 calendar days following bid opening; however, KCHD requires bidders, by signing the "Standard Bid Acceptance' form to guarantee their bid for a period of 90 days following the bid opening date. KCHD reserves the right to reject any and/or all bids.

KCHD also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, KCHD may negotiate a contract with the next selected bidder, and so on. KCHD reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. KCHD reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

23. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specification for the subject products or services.

24. Kent County Purchasing Code

All KCHD purchases made or obtained through the County's procurement services are subject to and are to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49, as it will be in effect on and after that date. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600. The CPLL is also available on line through the County's web site.

25. Non-discrimination

The County and KCHD are equal opportunity employers. The County and KCHD comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any basis generally prohibited by any federal, State, or local law, rule, or regulation.**

26. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County Attorney's Office at 410-778-3805 if any additional information is required. Copies of Chapter 29 may be obtained by phoning the County at 410-778-4600, or by logging on to the County's web page and linking to the on-line version of the CPLL.

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Conference

No pre-bid conference is scheduled.

2. Presentation

Bidders may be required to make individual written or oral presentations to the KCHD representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's proposal for meeting the requirements of this procurement.

4. Bid Forms

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by KCHD will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County and KCHD, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and the eMaryland marketplace.

6. Bid Security (Intentionally blank.)

7. Waiver of Technicalities

The County and KCHD reserve the right to waive formalities or technicalities in bids as their interests may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Cost

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

The County and KCHD may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County and KCHD with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening. Modifications should follow the same steps as a bid proposal.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance & Payment Bonds (intentionally blank)

11. Substitutions

The material, products, and equipment, if any, described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each

such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. KCHD may request alternate prices to compare various options that may be in their best interest. KCHD shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in this RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to stated specifications or requirements must make such exceptions clear and in writing, and shall attach such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that KCHD is obligated to accept any such exception. **KCHD IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be chargeable to the defaulting bidder and payable immediately to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling KCHD to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," which policy is extended to this procurement. The successful bidder must strictly adhere to such policy. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of the contract, the successful bidder shall submit a "**Certificate of Insurance**" indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000 per event and $1,000,000 per person.

B. General Liability - Minimum - $2,000,000

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of

$1,000,000 per person, $2,000,000 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent

E. All required coverages shall include and specifically name KCHD as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first time successful bidders doing business with KCHD must complete the standard "Federal Taxpayer Identification Certificate - W-9." A copy of the certificate is found elsewhere in the bid package.

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

The Kent County Health Department (KCHD) seeks to contract for Medical Assistance Wheelchair, and/or Ambulance Transportation Services to begin on July 1, 2018 for a two year period with the possibility of extending for 1 year up to three times, for a total of 5 years. The contract for Medical Assistance Ambulatory Transportation Services will be on a year by year basis up to 5 years total. Bids may be for any or all of the services needed and should be broken down by type of transport. KCHD expects to award more than one contract from this proposal. It is up to the contractor bidding to determine if the contract pricing will be a flat rate (base rate per trip) or per mileage.

Background:

The Division of Community Support Services Office of Health Services within the Maryland Department of Health (MDH) administers the Medicaid Program for the State of Maryland. Medicaid is the program jointly funded by the state and federal governments. In order to receive federal reimbursement, Maryland must administer the program in conformity with federal statutes and regulations. Federal regulations (42CFR §431.53) require States to have a plan to ensure that Medicaid recipients have transportation to medically necessary medical services.

Since Medicaid is the payer of last resort, all possible sources of transportation must be considered and exhausted prior to the expenditure of grant funds for transportation services. The funds are to be used to:

- Screen recipients' requests for transportation to assure recipient eligibility and necessity of transportation;
- Arrange for and/or provide the most efficient means of transportation where no other transportation is available to the recipient and without the provision of transportation, the recipient would not be able to access medical care; and
- Ensure that Medicaid-funded transportation is used in a manner consistent with the requirements of COMAR 10.09.19.

Below are the counts for ambulatory, wheelchair, and ambulance transportation services provided from July 1, 2014 through June 30, 2017:

Ambulatory (Sedan)

FY	Completed Trips	Total Mileage	Attendee Mileage	Cancel Same day/No shows
2014	6,768	185,012	20,758	429
2015	7,321	231,822	9,774	378
2016	11,562	342,308	8,870	177
2017	15,496	507,916	17,101	224

Wheelchair

FY	Completed Trips	Total Mileage	Attendee Mileage	Cancel Same day/No shows
2014	171	1,155	965	12
2015	260	1,060	1,018	19
2016	306	2,495	2,208	0
2017	295	5,143	4,239	6

Ambulance Services (Non-emergency)

FY	Completed Trips	Total Loaded Mileage	Cancel Same day/No shows
2014	132	7,090	N/A
2015	116	6,045	N/A
2016	202	10,236	N/A
2017	205	10,474	N/A

SCOPE

A. Contractor will provide ambulatory, wheelchair, and/or ambulance transportation services to provide non-emergency trips to and from medically necessary covered services for eligible Medical Assistance recipients (and when necessary, their attendant) who have no other means of transportation available.

B. Ambulance transports will include: Basic Life Support (BLS), Advanced Life Support (ALS), Bariatric Ambulance (BAR AMB), and Specialty Care (SCT), depending on the level of care necessary to transport the recipient and in accordance with standards set forth by Maryland Institute for Emergency Medical Services Systems (MIEMMS).

C. Wheelchair transports will include regular wheelchair (WC) as well as bariatric wheelchair (BAR WC) transports and in accordance with applicable Public Service Commission and any other governing, licensing, or insuring standards.

D. All such services will be provided in accordance with the Health-General Article Annotated Code of Maryland, 2-104 (b), 15-10-3 and 15-105, and Code of Maryland Regulations (COMAR) Title 10, Subtitle 09, Chapter 19, Transportation Grants.

DEFINITION OF TERMS – For the purpose of this contract, the following terms used are defined as:

A. "Actual costs" means costs for all expenses, which are incurred by a provider whether allowed for inclusion in determining the reimbursement rate, or not.

B. "Administrative costs" means the indirect costs associated with the provider's operation of the transportation program.

C. "Attendant" means someone needed to accompany a recipient who is unable to travel alone.

D. "Bariatric" means a wheelchair or ambulance transport of a recipient whose weight exceeds the capacity of standard wheelchairs and ambulances and that also requires specialized equipment or vehicles to perform the transport.

E. "Crew Member" means a person responsible for manning a vehicle and who has been licensed or certified to perform the necessary duties.

F. "Eligibility Verifications System (EVS)" means the computerized system set up by the State of Maryland that allows a provider, by means of telephone or Internet connection, to verify a recipient's eligibility on a given day.

G. "Emergency" means a situation requiring prompt diagnosis and treatment of conditions having the potential of causing imminent disability or death.

H. "Emergency Services" means services provided in hospital emergency facilities after the onset of a medical condition manifesting itself by symptoms of a sufficient severity that the absence of immediate medical attention could reasonably be expected by a prudent layperson, possessing and average knowledge of health and medicine, to result in placing health in jeopardy, serious impairment to bodily functions, serious dysfunction of any bodily organ or part, or development or continuance of severe pain.

I. "General Transportation" means various modes of conveying Medical Assistance recipients to or from Medical Assistance covered medical services. The provided services must be medically necessary and reimbursable by Medical Assistance.

J. "Incomplete Call (aka Cancel-at-Door, No-Show)" means a situation which arises when transportation has been arranged for a recipient with a contractor and the recipient fails to keep the appointment without canceling it in advance.

K. "After-Hours" means services that are requested or provided outside of the Kent County Health Department's Medical Assistance Transportation Grant Program's intake hours, which are Monday through Friday, 8:00 am to 4:30 pm, weekends and State holidays.

L. "Federal recipients" means recipients in the Program administered and financed by the State who meet the technical requirements of Title 19 of the Social Security Act for whom the State does claim federally-financed participation. Managed Care Organization (MCO) recipients are eligible. This does not preclude "State Only" recipients as stated on the EVS system. These recipients are eligible. Eligibility must be verified by accessing the EVS on the appropriate date of service.

M. "Standing Order" means an order for a series of prescheduled rides within the same calendar month (i.e. All Monday, Wednesday and Friday dates that a patient is scheduled to receive dialysis treatment).

CONTRACTOR RESPONSIBILITIES

A. The contractor must meet all items of the Contract Monitoring Criteria (Attachment A).

B. The contractor shall provide mode appropriate transportation for eligible Medical Assistance recipients who reside in Kent County, or are at a medical facility located in Kent County, to and from the appropriate place of medical care.

C. The contractor for wheelchair and/or ambulance transports must substantiate the ability to directly provide or to subcontract the following services:

   1. Basic life support (BLS) ambulance service
   2. Advanced life support (ALS) ambulance service
   3. Specialty care transport (SCT) ambulance service
   4. Bariatric ambulance service
   5. Wheelchair van service (includes both standard and oversized – aka Bariatric wheelchairs)

D. For ambulatory and wheelchair transports, the contractor must agree to provide door-to-door service.

E. For ambulance transports, the contractor will be required to go to the door and enter the home or facility to get the patient in order to transport the patient to the office or suite of the medical appointment. Likewise, the contractor must agree to return to the medical office or suite to pick-up the patient for the return trip.

F. The contractor must agree to provide routine pre-scheduled medical transportation for patients, Monday through Friday, 6:00 am – 7:00 pm. It is during these hours that most routine medical appointments and services are scheduled. Special consideration must be given for patients going to dialysis, chemotherapy, radiation treatment, medication management (i.e. methadone), mental health and appointments for other procedures or studies. These transports may occur outside routine days and hours of operation. i.e. Some dialysis patients may be scheduled on Saturday.

G. For all pre-scheduled transports, the contractor must agree to pick up the patient, and attendant if necessary, and drop them off at the appointment on time. Trips to medical appointments and returns must be completed in a prompt and timely manner.

   1. The contractor must give the recipients a timeframe for pick-up the afternoon prior to their appointment. For trips scheduled during peak travel hours, the pickup window should not exceed one hour and a half. Peak travel hours are between the morning hours of 7:00am and 10:00am and afternoon hours of 3:00pm and 6:00pm. For trips scheduled outside of peak travel hours, the pickup window should not exceed one hour. How much in advance of the appointment a pickup occurs will vary, depending on the distance to the appointment, traffic conditions, how many others are riding, and other factors.

It is understood that trips to long distance appointments may not be within the time frames stated, but should still be reasonable and recipients should be given information about length of total trip by contractor.

2. The contractor may not drop off a recipient at a facility that has not yet opened.
3. At the time of drop-off, the contractor shall provide a phone number to the patient, or their attendant, to call for the return trip. Once called by the recipient for pick-up, the contractor shall arrive at the facility within 45 minutes.
4. For transports back from an appointment that have a pre-scheduled return time (i.e. dialysis) the contractor shall arrive at the facility within 30 minutes of the pre-scheduled return time unless advised otherwise.
5. Payment may be denied for transports that cause the recipient to be late for an appointment, missed a scheduled appointment, wait over 45 minutes for a prescheduled return, or wait over one hour for a non-prescheduled return transport or facility discharge or transfer. Should the contractor be running late for transport, it is the contractor's responsibility to contact the recipient or their representative to advise them of the lateness, offer to contact the medical facility to explain the situation and determine whether the patient can be seen late, then report the outcome to the patient or their representative. The contractor shall not independently push back or reschedule a recipient's transport without prior approval. Failure to comply may result in payment being denied.
6. The contractor shall maintain a detailed lateness log for submission to KCHD as may be requested.
7. Under no circumstances should a recipient be stranded at an appointment. It is the contractor's responsibility to try to ascertain the disposition of a recipient that has been dropped off at an appointment but did not call for, or cancel, a return.
8. Transports shall be made promptly. If transports are not made within the specified timeframes listed above, (i.e. due to operational/personnel/other managerial problems, etc), the KCHD reserves the right to procure the transport elsewhere on the open market, in which event, the extra cost of procuring the transport may be charged against the contractor and deducted from monies due or which may become due.
9. When the contractor arrives to transport the recipient at the appointed time and location and with the proper mode of transport/crew and the recipient is not ready, the contractor shall offer a 10-minute ready/return grace period. The contractor shall not be required to wait beyond the 10-minute grace period unless there are extenuating circumstances that may warrant additional wait time (i.e. long distance transport).
    a. The contractor shall obtain a signature from a recipient or their attendant if present on the ride ticket. Under no circumstances shall the contractor sign for the recipient. If recipient is able to sign and has an attendant – the attendant must also sign the ride ticket.
    b. If the ride is a cancel at door or no show, the contractor should document on the ride ticket.
    c. Recipients are expected to provide the contractor a doctor note on the

return trip; this is to be attached to the ride ticket.

d. Mileage should be reported on the ride ticket – mileage should be from the recipient's place of pick-up to place of drop-off. It is understood that many rides will be shared rides and that the contractor must take the most efficient route to pick-up other recipients along the way, however the mileage reflected on the ride ticket should only reflect mileage from each recipient's point A to point B – if there are detours, accidents, etc. that may increase this mileage, this should be noted on the ride ticket.

10. Attendant-related fees will only be paid if authorized in advance through the KCHD screening process.
11. Stops at the pharmacy must be listed on the ticket or confirmed with the KCHD. If confirmed, date and person spoke with should be documented on the ride ticket.

H. When the contractor is so late that the patient misses their appointment, the contractor must report the missed transport immediately to the KCHD or by 10:00 am the next business day if the Program is not open when the missed appointment occurred. Reimbursement requests must be reviewed by KCHD and will only be approved in this situation for unforeseen circumstances beyond the contractor's control."

I. On occasion, and with the approval of the KCHD, the contractor shall provide "same day" transports. The contractor is not required to meet the transportation window but must complete these additional transports in a reasonable time period.

J. The contractor must provide a schedule of rides by 2 pm on the business day prior to the trips based on tickets submitted to the contractor by KCHD by 10 am and any additional tickets submitted by noon.

K. The contractor must refer all directly received requests for transportation on weekdays, excluding State holidays, between the hours of 8:00 am and 4:30 pm to the KCHD for screening and approval to schedule, including hospital discharges and transfers.

L. The ambulance contractor must be able to provide mode appropriate transportation for recipients twenty-four (24) hours a day, seven (7) days a week for hospital discharges, transfers and occasional non-emergency transports to the hospital when contacted directly by KCHD, the hospital, or medical facility (KCHD should receive all calls that are during our normal working hours). These transports must be screened for eligibility in accordance with guideline. All discharges and transfers shall be reported to KCHD by 10:00 am the next business day unless approved by KCHD. Vendor screening is not a guarantee of payment. All necessary documentation must be received by KCHD before payment can be made. Documentation includes, but is not limited to: proof of EVS verification prior to transport, completed Provider Certification Form, Patient Care Report and EOB denial from third party payers.

1. Medicaid payment is Final Payment. Vendor cannot balance bill patient. Behavioral Health transports follow Fee-for-Service guidelines. Fee-for-Service

guidelines dictate that the client must be transported to the closest appropriate facility. Closest appropriate facility is defined as:

a. Maryland Medicaid Provider.
b. Has the training and skills necessary to provide the services required by the beneficiary. "Training and skills" includes but is not limited to applicable licensure and/or certification.
c. Is willing to accept the beneficiary as a patient.
d. No other closer provider that meets the criteria listed above."

2. The contractor will not schedule discharges or transfers until the patient's discharge forms are signed. This is to ensure that no-shows are kept to a minimum, as no shows are not billable. The date, time, and name of the caller requesting discharge or transfer shall be noted on the appropriate form in order to ensure that discharges and transfers scheduled in advance are clearly defined.
   a. Patient's condition cannot be considered a non-emergency if it fits any description under 2.1.9 "Emergency Services".
   b. One of the following conditions must be present for the contractor to transport a hospital discharge or transfer patient:
      1. Patient is being discharged from an in-patient hospital stay.
      2. Patient received treatment in a hospital emergency department and is not being admitted.
      3. Patient is being transported from one treatment facility to another to receive a higher level of care or service not available at the current facility. (i.e. Transport from an emergency department in a hospital that does not provide psychiatric treatment to a psychiatric treatment facility.)
      4. Patient needs to be transported for a non-emergency condition that could not have been foreseen on the previous business day. Appointment must not have been scheduled directly with the contractor during normal business hours on the previous business day unless otherwise specified and approved by the KCHD.

2. The contractor must screen the patient to determine the following eligibility requirements for hospital discharge or transfer transports:
   a. The contractor will be required to transport recipients from a Kent County hospital to the recipient's home or other appropriate facility outside of Kent County. The contractor will be compensated at the rate established in this contract.
   b. Recipient must have a valid and transportation eligible Medical Assistance number and be active on the date of service as verified through EVS system.
   c. If the patient also has Medicare (Dually Covered) and is being transported by ambulance in accordance with transportation guidelines and State and Federal Regulations, the contractor agrees to bill Medicare first since the Medical Assistance Transportation Grant is the payer of last resort. The contractor shall only be reimbursed by the

KCHD with Medicaid funds when an explanation of benefits showing that Medicare has denied payment is provided. This rule also applies to routine transports screened and scheduled by KCHD staff. Any subcontractors used as part of this contract must use the same criteria when billing Medicare first.

d. A KCHD "Provider Certification Form for Ambulance Transports" is required form the medical facility and must be screened for appropriateness (including but not limited to accuracy, eligibility, mode appropriate diagnosis, etc.) by the contractor and submitted to the KCHD along with an after-hours call log, EVS verification sheet and call sheet. All documents must be submitted to the KCHD by 10:00 am the next business day for all hospital discharge or transfer patients transported by the contactor or subcontractor. Hospital Run Sheet should be submitted with the invoice.

e. The contractor must provide additional documentation concerning hospital discharge or transfer transports as may be requested by KCHD.

f. The contractor will only be compensated for mode appropriate transports (i.e. ambulance payment will not be rendered for a patient that could be safely transported by wheelchair). KCHD will screen in detail each transport submitted for payment in concert with applicable regulations and protocols.

3. The contractor shall ensure that a complete and mode appropriate Provider Certification Form for Ambulance Transport has been received prior to the transport. Any and all ambulance transports must not take place without an approved certification form. Failure to comply may cause payment to be denied.

M. The contractor shall accept cancellations up to 15 minutes prior to the scheduled ready time. It is the contractor's responsibility to assure that recipients are able to reach someone within the 15 minute cancellation rule.

N. The contractor shall agree to provide ride tickets with doctor notes that have been received for all scheduled transports, including those ride tickets for no shows and cancel at the door on a weekly basis. Ride tickets for a week should be received by KCHD by the end of the following week. Ride tickets must include mileage information for each trip to and from.

O. The contractor is not to accept complaints directly. The correct contact information for KCHD must be communicated to participants so that the proper method of filing complaints is known. KCHD must investigate, resolve and make necessary notifications regarding the complaint. If the contractor still becomes aware in any manner of a complaint, a list of complainants shall be maintained and submitted to KCHD within 24 hours, and shall include all contact information for the participant. Additionally, complainants shall be instructed to contact KCHD directly where complaints will be investigated by the Contract Coordinator or designee.

P. The contractor shall report immediately to the KCHD accidents involving their vehicles and/or injuries sustained by any person transported by the contractor. A written report shall also be furnished to the KCHD within forty-eight (48) hours of the incident.

Q. The contractor shall, when requested by the KCHD, provide driver quality reports. Poor drivers or those with serious or repeated violations can be excluded from participation under this contract. Further, those drivers/crew members who have been reported to the KCHD for poor customer service can be excluded from participation as well.

R. The contractor shall agree to provide wheelchair and ambulance transportation fact sheets to all new riders, or their attendants, as appropriate.

S. During periods of inclement weather, the contractor shall ascertain road conditions to determine if it is safe to transport recipients. The safety and well-being of our recipients is at the forefront. When dangerous road conditions prevent routine transport of recipients, the contractor shall immediately notify the KCHD that transportation will be cancelled or curtailed with only the most important transports being conducted (i.e. dialysis).

T. The contractor must ensure quality of service, including but not limited to: adequacy of vehicles for passenger safety, comfort, sufficiency of equipment accessibility and compliance with Federal motor vehicle standards. All systems and equipment must be maintained in proper working order to include the climate control system (heat & air conditioning).

U. The contractor shall have an established physical office reachable by phone, fax, and email and supply sufficient office staff during the normal business hours of 8:00 am to 5:00 pm.

V. The contractor shall agree to comply with the State MDH Program Manual.

W. The contractor must comply/conform to all Health Insurance Portability and Accountability Act (HIPAA) regulations as they apply to patient privacy, medical electronic submissions, billing, etc., and in accordance with any other regulations as deemed necessary.

X. The contractor shall agree to comply with any modifications/updates to these specifications which are the result of MDH or County policy/protocol/regulation updates or changes.

Payment Procedures

A. The contractor must declare that the payment made by the KCHD be accepted as payment in full for services provided and that no additional charge will be made to any person for covered services. Payment shall be made to the contractor within (45) days of the mutually agreed upon reconciled invoice total.

B. The contractor shall submit requests for payment on a detailed monthly invoice and shall reflect all charges for routine transportation as well as charges for additional services such as

C. All claims for payment may be sent to the following address or via email (will be provided to the contractor):

Kent County Health Department
Medical Assistance Transportation Grant Program
125 S. Lynchburg Street
Chestertown, MD 21620

D. The contractor shall maintain adequate records for a minimum of six (6) years following the completion of said contract, and make them available upon request of the KCHD or other State or Federal entity.

E. The Medical Assistance Program will not cover no-shows, wait time, commuting miles, unloaded miles, gratuities, transportation to receive non-medical services or non-covered medical services, transportation of non-medical assistance recipients, transportation to/and from correctional facilities/institutions, transportation to/and from State facilities while the recipient is a resident of that facility, and emergency transportation services.

Additional Information

A. The contractor is responsible for the cost of all necessary hardware and software to administer the transportation program.

B. Screening: In order for a participant to be eligible for transportation services, the participant must:
   1. Have Maryland Medicaid coverage.
   2. Reside in Kent County or be at a medical facility located in Kent County
   3. Be going to a Medicaid-covered, non-emergency, medically necessary service provided by a Medicaid participating provider.

C. For ambulance transport, must be unable to travel by any other mode of transportation, and meet ALL of the following criteria:
   1. Unable to get up from bed without assistance
   2. Unable to ambulate
   3. Unable to sit in a chair or wheelchair

D. Must have a completed Maryland Medicaid Provider Certification Form for the appropriate mode of transport.

E. Contractor shall assure that all drivers are in compliance with the Motor Vehicle Code of the State of Maryland and provide proof that each has a current Driver's License suitable and approved for the specific type of medical transportation to be

performed for each and every driver to be used on this contract.

F. Contractor shall prohibit smoking, any abusive, rude, threatening, obscene or vulgar behavior, or any activity on the part of employees or participants, which might be considered injurious to an individual's person or self-respect. The contractor will be expected to file an incident report with KCHD so that additional action may be initiated with any problem rider. The contractor will also be expected to contact law enforcement authorities should any illegal activity occur.

G. For ambulance contractors:

1. The ambulance contractor and crew shall hold valid permits and licenses as a Basic and Advanced Life Support Service as well as Specialty Care Service as required by the laws of the state and local government where the ambulance service is provided, and shall at all times comply with the regulations of the permit and licensing authorities.
2. Contractor shall assure that they are licensed by State of Maryland, Maryland Institute of Emergency Medical Services Systems (MIEMSS) to provide care at the designated level.
3. The ambulance vehicles have the necessary patient care equipment to perform Basic and Advanced Life Support transportation as well as Specialty Care transportation, to include at least:
    a. A collapsible wheeled stretcher which secures or locks to the wall and/or floor of the vehicle, with a minimum capacity of three hundred (300) pounds, and which is specifically designed for use in an ambulance.
    b. Bariatric stretcher availability
    c. Such disposable and durable medical equipment, and such other safety and life-saving equipment which may be required by state or local laws or regulations for a vehicle classified as a Basic or Advanced Life Support or Specialty Care ambulance.
    d. Oxygen administered and airway support supplies.
    e. Personal protection equipment for medical staff in compliance with Federal and State Blood borne Pathogens Standards.
    f. An identifiable means of disposing used disposable medical equipment and cleaning durable medical equipment contaminated with blood, bodily fluids, or other potentially infectious material.

H. For all modes, contractor shall provide copies of all valid licenses and/or permits to KCHD within forty-eight (48) hours of Contract Award, and annually thereafter.

SECTION D. BID FORMS

1. Standard Sealed Bid Form
2. Standard Sealed Price Sheet
3. Bid Bond (not required)
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. W-9

STANDARD SEALED BID FORM

BID NUMBER KCHD-2018-2

County Commissioners of Kent County, Maryland & Kent County Health Department:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

AMBULATORY SERVICES BID $_____

WHEELCHAIR SERVICES BID $_____

AMBULANCE SERVICES BID $_____

Kent County Health Department,
125 South Lynchburg Street, Chestertown, Maryland 21620

Drug Abuse Policy In Effect (Circle One)	**YES**	**NO**
Insurance certificate attached (Circle One)	**YES**	**NO**
~~**Bid Security Attached? (Circle One)**~~	~~**YES**~~	~~**NO**~~
Signature form executed? (Circle One)	**YES**	**NO**
Affidavit of qualification to bid? (Circle One)	**YES**	**NO**
Non-collusion certificate (Circle One)	**YES**	**NO**

STANDARD SEALED BID FORM

BID NUMBER KCHD-2018-2

BIDDER:

AGENT (TYPED): _____

FIRM Name: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

FAX #: _____

Submitted by: _____
(Signature of authorized agent above)

_____, **this** _____ **day of** _____ **2018.**

Accepted by:

_____
Shelley Heller (for procurement compliance)

_____
Angela Young, Administrator, KCHD

SIGNATURE FORM

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME & NUMBER: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX _____

E-MAIL _____

DATE: _____

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. _____

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

_____

_____

_____

_____

_____

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) _____ and the duly authorized representative of the firm of (Name of Corporation) _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) _____

_____

_____

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Kent County Health Department may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____ Date _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

_____

whose address is _____

_____

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

_____ _____
Date Signature

_____ _____

Printed Name or Type

GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

("General Conditions")

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. False or misleading information constitutes grounds 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 to 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 three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). 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, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall 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 Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County

Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, 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 County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. 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. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator or the designated contract administrator, within thirty (30) days from the date that the change was ordered, 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 County Administrator. The contract administrator is authorized to:

(1) serve as liaison between the County and 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;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the County Administrator;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the County Administrator; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County 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 non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, 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, unless specifically provided for in the contract. 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 which, directly or indirectly, are intended by their nature or by implication to survive performance of

the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. 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 Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or 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 such period. The Contractor must correct any and all defects in material and/or workmanship which 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 or services.

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 listed.

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 in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 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 services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor 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 but not limited to 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, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. 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 elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services 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 execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate 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 County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its

officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment 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 the work. If the Contractor fails to obtain this verification from the County 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, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have 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. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. 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 termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County 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.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. 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 would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. 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 termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

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

ATTACHMENT A
CONTRACTOR MONITORING CRITERIA

TITLE	STANDARD
Licensure and Compliance	The contractor must have and provide copies of all current licenses required by federal or state laws.
Organizational Structure	The organization must have and provide a copy of their internal structure.
Insurance	The organization must have and provide evidence of adequate insurance.
Policies and Procedures	The organization must have and maintain written policies and procedures. These should describe all aspects of the operations and address all operational requirements by state or federal law.
Backup Services Plan	The organization must have and maintain Backup Services Plans for addressing vehicle malfunctions or communication outages.
Complaint Tracking and Reporting	The organization must have and maintain a system to track and report complaints to the Grant Manager.
Incident Reporting	The organization must have and maintain a method of reporting incidents inclusive of accident reporting.
Employee Substance Screening	The organization must have and maintain current copies of employee substance abuse screening as required by law for all personnel providing patient services.
Driver's DMV and Criminal Background Checks	The organization must have on file of Driver DMV and Criminal Background checks for all personnel providing patient services with routine rechecks at least annually.

Debarment	The provider and their employees must not be on any applicable state or federal debarment list.
Driver Training	The organization must have and maintain a driver training program that addresses utilization of safety restraints, non-smoking, safe driving, defensive driving and patient assistance.
Dispatcher Training	The organization must have a dispatcher training program and written procedures must exist.
Vehicle Maintenance	The organization must have a documented vehicle cleaning and preventive maintenance program.
Service Request	The organization must have the ability to document and maintain forms on all service requests.
Response Time Reports	The organization must have the ability to track and report on actual response times.