

## Question & Answers to Psychiatry

**Question 1:** The state wants the psychiatrist provided to them to be a Key Personnel who shall continuously perform for the duration of the contract (which is at least one year) or for the duration of a proposal. As you all my know, locum providers are open to long term placements like this, but have the ability to put in a 30 day notice at any time. Are you all okay with this? I assume yes, since that's always been the casa with our providers, but I want to be sure we are not in breach of contract if we have to switch psychiatrist in the middle of a proposal period, or if a psychiatrist suddenly stopped showing up and we are required to identify a replacement.

**Answer:** A situation in which a psychiatrist ceases to work for the Contractor shall be treated the same as for a terminated psychiatrist, as described in Section 3.2.2.6.6. As per Addendum 3, Section 3.2.2.6.6 has been amended to clearly convey that this Section pertains to both if a psychiatrist is terminated or resigns.

**Question 2:** The poor performance by a psychiatrist obligates us to try to find a replacement in 30 days. What happens if we cannot find a replacement during the timeframe?

**Answer:** Section 3.2.2.6.6 already describes the process that will be followed when a psychiatrist is terminated for poor performance.

**Question 3:** The State has the power to withhold payment on out invoices if we do not provide all the deliverable items required under the contract. What is meant by "deliverable items"?

**Answer:** This is generic contract language that is intentionally vague concerning circumstances that might result in the withholding of payment. It is not practical to detail every conceivable circumstance that might trigger payment withholding. However, vendors should be assured that the State does not cavalierly withhold payment. It is realized that withholding payment for circumstances that a Contractor does not believe is justified may damage the expected collegial relationship between the Department and Contractors and may result in one or more Contractors declining to provide additional psychiatrists for any remaining duration of the Contract.

The most typical circumstance that results in the withholding of payment is if the Contractor does not provide required documentation to substantiate the requested payment as stated in Sections 3.6.1 a and b. Such a situation is easily remedied by the Contractor providing the missing documentation.

In situations where there is a problem with performance, there typically would be discussion between the Contractor and the Contract Monitor about such issues, including whether the Contractor should refrain from submitting an invoice in egregious situations. Typically, the first indication a Contractor would have about performance issues would not be that an invoice wasn't paid.

Nonetheless, as described in Section 3.6.1. c, in any situation when a Contractor believed there was improper withholding of payment, it can file a claim with the Procurement Officer identified in Section 1.5.1.

**Question 4:** As with past contracts with Maryland, we cannot agree to the language in Paragraph 36 of the contract that is attached as Attachment A. This paragraph should be deleted and replaced with "Intentionally Omitted".

**Answer:** Contract clause 36 is a companion to clause 1.2.2, Bidder Responsibility, of the MS-IFB. Contract Clause 36 would only apply if a Bidder was the subsidiary of another entity and used circumstances or characteristics of the parent organization to satisfy Minimum Bidder requirements or other circumstances. In such a circumstance the parent organization would be expected to provide the guarantees described in Contract Clause 36.

Conversely, if a Bidder does not have a parent organization or does not rely on a parent for any aspect of Contract performance, such as minimum Bidder requirements or insurance coverage, Contract Clause 36 would be acknowledged as being Not Applicable, if that Bidder was awarded a Contract.