WASHINGTON COUNTY HEALTH DEPARTMENT
1302 Pennsylvania Avenue
Hagerstown, MD 21742

RFP 2017-03

"Project Act Now" PDMD Prescribing Practices and Prescription Take Back Campaign

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Brenda Cole 12/04/2017

RFP 2017-03

Request for Proposal

THE WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND
1302 PENNSYLVANIA AVENUE
HAGERSTOWN, MD 21742

PHONE: 240-313-3216 FAX: 240-313-3344

"Project Act Now" PDMD Prescribing Practices and Prescription Take Back Campaign

DATE ISSUED: December 1, 2017

SUBMIT PROPOSALS TO:
Washington County Health Department Division of Administration – Purchasing Office, Room 306
Attention: Brenda Cole
1302 Pennsylvania Avenue
Hagerstown, MD 21742

PROPOSAL SUBMISSION DEADLINE:
No later than 2:00 P.M., Monday, December 18, 2017

OPENING LOCATION:
Washington County Health Department Conference Room 313
1302 Pennsylvania Avenue Hagerstown, MD 21742

If indicated below (√) and not waived by the Washington County Health Department, Bidders shall be required to provide the following:

___ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of $100,000 or more for construction contracts and on a bid of $50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

___ A Performance Bond for a bid award of $100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_ _ A Labor and Material Bond for a bid award of $100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

RFP-2017-03
REQUEST FOR PROPOSAL

"Project Act Now" PDMD Prescribing Practices and Prescription Take Back Campaign

The Washington County Health Department of Washington County, Maryland, (WCHD) will accept proposals from qualified companies for the development of a media campaign for Opioid Overdose Prevention. Assistance on the proposal specifications were prepared by High Rock Studios.

The Washington County Health Department of Washington County, Maryland (WCHD) is committed to addressing the abuse and misuse of opioids in Washington County. By using effective marketing strategies and collateral, we can provide our medical providers with necessary tools, information and resources to spread awareness and encourage participation in the "Prescription Drug Disposal Program". The campaign will also educate the community on Safe Drug Disposal and the importance it makes in the community. The primary goal of this initiative is to decrease the amount of unsafe use of prescription drugs in Washington County by 15% during FY2018-FY2019. Therefore, all marketing efforts must be data driven and incorporate performance metrics to assess the implementation and effectiveness of the strategy.

One (1) original and six (6) copies of submittals of Qualifications & Experience / Technical information from consultants enclosed in a *separately*, sealed opaque envelope marked "**Q&E / Technical Proposals – Opiod Overdose Prevention Campaign"** and One (1) original and six (6) copies of the Price Proposal enclosed in a *separately*, sealed opaque envelope marked **"Price Proposal – Opiod Overdose Prevention Campaign,"** must be submitted and time-stamped into the office of Brenda Cole, Washington County Health Department Purchasing Department, 1302 Pennsylvania Avenue, Third Floor, Room 306, Hagerstown, Maryland 21742, **no later 2:00 P.M. (EDT, local time), Monday, December 18, 2017.** Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to the Direct of Purchasing at the above address, telephone 240-313-3216.

Questions may be directed in writing to Brenda Cole by email at Brenda.Cole@maryland.gov.

Proposal documents are available immediately from the Washington County Health Department website: www.health.maryland.gov/washhealth and www.eMaryland@dgs.state.md.us. Inquiries should be directed to the Brenda Cole at 240-313- 3216.

WCHD shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. Washington County Health Department does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

WCHD reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. WCHD reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of WCHD and Washington County.

By Authority of:

Earl E. Stoner

Earl Stoner
Health Officer

WASHINGTON COUNTY HEALTH DEPARTMENT OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County Health Department's Purchasing Agent or (hereinafter "Purchasing Agent"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the Washington County Health Department prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Health Department Purchasing Office shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.

2. **Bids for All or Part**: Unless otherwise specified by the Washington County Health Department or by the Bidder, WCHD reserves the right to make award on all items, or on any of the items according to the best interests of WCHD. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of WCHD.

3. **Catalogs**: Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding**: The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. **Competency of Bidder**: No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County or Washington County Health Department upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County or WCHD, or had failed to perform faithfully any previous contract with the County or WCHD. The Bidder, if

requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

WCHD may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant WCHD access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness**: All information required by Invitation to Bid must be supplied to constitute a proper bid. WCHD shall not be responsible for the premature opening of Bids if not properly addressed or identified.

7. **Conditional Bids**: Qualified bids are subject to rejection in whole or in part.

8. **Confidentiality**: Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County or WCHD under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

9. **Errors in Bids**: When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. Erasures or changes in bids must be initialed.

10. **General Guaranty**: Bidder agrees to:

    a. Save WCHD, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.

    b. Protect WCHD against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

    c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.

    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. **Illegal Immigrants**:

a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.

b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. **Insurance**: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's Insurance Requirements for Independent Contractors Policy, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Office within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to WCHD. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to WCHD at least ten (10) calendar days prior to the expiration.

13. **Interpretations, Discrepancies, Omissions**: Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brenda Cole – Purchasing Agent
Washington County Health Department
1302 Pennsylvania Avenue, Room 306
Hagerstown, MD 21742 FAX: 240-313-3344

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate WCHD to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. WCHD shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE WASHINGTON COUNTY HEALTH DEPARTMENT. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees**: Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.

15. **Late Bids**: Formal bids or amendments thereto received by WCHD after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

16. **Mailing of Bids**: WCHD assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.

17. **Maryland Buy American Steel Act**: In accordance with the Annotated Code of Maryland— State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.

18. **Multiple Bids**: No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

19. **Officers Not to Benefit**: No member of the elected governing body of Washington County or the Washington County Health Department, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to WCHD.

20. **Payment Terms**: Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

21. Procurement Policy Manual: This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: http://www.washco- md.net/purchasing/pdf/ProcurementPolicy.pdf.

22. **Proposal Forms**: Bids shall be submitted only on the forms provided by WCHD. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to WCHD for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Health Department Purchasing Office promptly on or before, time, date, and place stipulated on the Invitation to Bid. NO bids received after such stipulated time and date will be considered by WCHD. Facsimile Bids will not be accepted.

23. **Registration with Maryland Department of Assessments and Taxation**: Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process.

24. **Reservations:** WCHD or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of WCHD and/or the County. WCHD also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. WCHD reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to WCHD. WCHD reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of WCHD.

25. **Response to Invitation**: In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.

26. **Substitutions**: All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain WCHD's written approval prior to bid opening. Substitution requests must be received in the Purchasing Office no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.

27. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc**.:

    a. WCHD is exempt from State of Maryland Sales Tax. WCHD's Maryland Sales Tax Exemption Number is 30001292. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.

    b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.

    c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by WCHD) and return it to the Purchasing Agent.

    d. WCHD hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.

    e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the Washington County Health Department may reject the bidder's bid."

28. **Withdrawal of Bids**: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by WCHD prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check**: When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to WASHINGTON COUNTY HEALTH DEPARTMENT of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.

2. **Performance/Labor and Material Bonds**: The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to WASHINGTON COUNTY HEALTH DEPARTMENT of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to WCHD, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

3. **Formal Specifications**: The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to WCHD to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

4. **Samples:** The Purchasing Office reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Office that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Office shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Office" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

5. **Trade Names/Substitutions**: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain WCHD's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids**: For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of WCHD to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of WCHD to accept it.

2. **Notice of Award**: A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and WCHD.

3. **Political Contribution Disclosure**: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **"Requirements" Contract Bid Quantities**: On "Requirements" bids, acceptance shall bind WCHD to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

5. **Responsibility/Qualifications of Bidder**: WCHD may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to WCHD all such information and data for this purpose as WCHD may request. WCHD reserves the right to reject any bid if

the evidence submitted by, or investigation of, such Bidder fails to satisfy WCHD that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):

a. The ability, capacity and skill of the Bidder to perform the service required.

b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.

c. The quality of performance of previous contracts or services.

d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.

e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

f. The quality, availability and adaptability of the supplies, or services, to the particular use required.

g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.

h. Whether the Bidder is in arrears to the County or to WCHD on a debt or contract or is a defaulter on surety to the County or to WCHD.

i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities**: Where quantities are specifically stated, acceptance will bind WCHD to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, WCHD will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

7. **Tie Bids**: If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, WCHD shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds**: A contract shall be deemed executory only to the extent of appropriations available to WCHD for the purchase of such articles. WCHD's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.

2. **Contract Alterations**: No alterations or variables in the terms of a contract shall be valid or binding upon WCHD unless made in writing and signed by WCHD or its authorized agent.

3. **Default**: The contract may be cancelled or annulled by WCHD in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to WCHD for costs to WCHD in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future WCHD contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by WCHD as a result of his/her default.

4. **Guarantee**: All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the WCHD Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by WCHD as follows, unless indicated otherwise in this contract:

   a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.

   b. Against injury or undue deterioration from proper and usual use of the goods and/or services.

   c. Removal and replacement with proper materials, equipment, and/or services and re- execute, correct or repair without cost to WCHD, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.

   d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.

   e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

   Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to WCHD against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing**: The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of WCHD, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with WCHD, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached

"Provisions for Other Agencies" form, if included in this bid.

6. **New Goods, Fresh Stock**: All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

7. **Non-Discrimination**: No Bidder who is the recipient of County or WCHD funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

8. **Non-Liability**: The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, WCHD may in its discretion, cancel the contract.

9. **Placing of Orders**: Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.

10. **Subletting of Contract**: It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the WCHD Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.

11. **Termination of Contracts**: Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

    b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

12. **Termination for Convenience**: The performance of work under this Contract may be terminated by WCHD in accordance with this clause in whole, or from time to time in part, whenever WCHD shall determine that such termination is in the best interest of WCHD. WCHD shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery**: Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by WCHD. Suppliers

shall notify their shippers accordingly.

2. **Delivery Failures**: Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse WCHD, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or WCHD may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.

3. **Inspections**: Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on WCHD for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

4. **Hazardous Safety Data Sheets**: Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County Health Department as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.

5. **Packing Slips or Delivery Tickets**: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods. The Purchase Order Number, The Name of the Article and Stock Number (Supplier's), The Quantity Ordered, The Quantity Back Ordered, andThe Name of the Contractor

6. **Responsibility for Materials Shipped**: The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, WCHD may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.

7. Testing: The cost of testing a representative sample of an order or shipment for acceptance shall be borne by WCHD. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.

8. Time of Delivery: Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or State Holidays, unless otherwise arranged with WCHD.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **General Requirements**:

   a. The Washington County Health Department is currently accepting proposals to develop marketing strategies and collateral for "Project Act Now, PDMD Prescribing Practices and Prescription Take Back Campaign."

   b. The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the requirements for the Washington County Department of Health.

2. **Legal Requirements**:

   a. The Contractor agrees to comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to employment of minors, the Executive Order 11246 (Equal Opportunity) and the Occupational Safety and Health Act of 1970.

   b. The Contractor shall be responsible for administration costs, payroll, Federal and Maryland taxes, unemployment compensation costs and insurance.

3. **Equal Employment**:

   WCHD expects that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex and age. In addition, the Contractor further certifies that he now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices. By signature hereon the Contractor agrees and affirms that he accepts and will conform to the Washington County Affirmative Action Program.

4. **Bidder Qualifications**: Bidders should provide the following items as part of their proposal for consideration:

   - Level of involvement in Washington County, Maryland
   - Number of full time, part time staff in your organization
   - Anticipated resources you will assign to this project (total number, role, title, experience)
     - CreativeDirector
     - Art Director
     - Graphic Designer(s)
     - Account Executive(s)
     - Director of Strategy
     - Director of Marketing
     - Resource Manager
     - Marketing Support Manager
     - Video Director
     - Copywriter Marketing
     - Support Manager
     - Web Development Director

Web Developer(s)

- Accounting & Administrative Coordinator

- Examples of 3 or more successful campaigns designed and implemented by your organization

- Timeframe for completion of the project If requested, and in addition to the requirements of Section 5 of the "Award" section of the General Conditions and Instructions to Bidders contained herein, the Bidder shall submit evidence that he maintains a permanent place of business and has had at least three (3) successful years of experience in marketing to include strategy, graphic design, copywriting, web development, production and digital media services.

5. **Subcontracting**:

The Agency may not subcontract any portion of the services to be provider under this contract.

6. **Termination For Convenience**:

The performance of work under this contract may be terminated by the WCHD in accordance with this clause in whole, or from time to time in part, whenever the WCHD shall determine that such termination is in the best interest of the WCHD. The WCHD will pay all reasonable costs associated with this contract, as determined by the WCHD to be reasonable, that the Contractor has incurred up to the date of termination and all reasonable costs, as determined by the WCHD to be reasonable, associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

7. **Funding**:

If the WCHD fails to appropriate funds or if funds are not otherwise made available for continued performance for any portion of a contract term or fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the period or fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WCHD's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the WCHD from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The WCHD shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first or portion of any contract term.

8. **Interpretations, Discrepancies, Omissions**: Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 12; no requests received after 4:00 P.M. on Tuesday, December 12, 2017 will be considered.

9. **Contract Period:** January 1, 2018 – August 31, 2018. No contract renewals or extensions.

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10. **Contractor Selection Process:**

a. The Washington County Health Department Selection Committee will evaluate responses to this request and select those agencies judged to be most qualified and experienced and that can begin the project by January 1, 2018.

b. The Washington County Health Department will open and review each applicant's Combined Q&E Proposal and Technical Proposal to determine qualifications and experience as they relate to the proposed services. If the Committee determines that an applicant's Combined Q&E Proposal and Technical Proposal is acceptable, the envelope containing the applicant's Price Proposal will then be opened.

c. While the lowest responsive Price Proposal will not necessarily be the basis of selection, price will be a consideration in the selection process.

d. Since it is the Washington County Health Department's desire to select the most qualified Contractor, the Committee reserves the right to schedule oral presentations, of those agencies deemed most qualified, to take place within ten (10) business days following notification.

e. **Selection criteria to be used by the Committee are:**

1. Responsiveness to the scope of work and instructions;

2. If applicable, past performance of the agency including contract compliance, timely completion of timeline tasks, compliance with scope of work performed within budgetary limitations, timely and accurate submission of reports/invoices and participant satisfaction;

3. Specialized experience and qualifications of staff members who will be involved with this contract;

4. Oral presentations, if required;

5. If required, letters of reference for whom their agency has provided marketing services of similar nature in the past (3) years. References must include the individual's name, title, company name, telephone number and contact information;

6. Timeframe for completion of project;

7. Price proposal, budget narrative.

11. **Form Of Contract**:

a. The successful Bidder shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) calendar days after notification of award.

b. The Washington County Health Department may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material change in the scope of work or in the cost of performing because of a material change may be made by the Contractor

or the County without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.

c. The WCHD reserves the right to terminate the contract at any time by giving the Contractor written notice ten (10) calendar days prior to the termination date.

12. **Notice of Award:**

Notice to proceed shall be given to the successful Agency by no later than 10 business days from the proposal opening.

13. **Payment/Reimbursement**:

a. The Contractor shall accept payment in full from the WCHD for work completed.

b. The Contractor must submit to the Washington County Health Department, 1302 Pennsylvania Avenue, Hagerstown, MD 21742, Attention: Brenda Cole an invoice for completed work. Payment for such work will be paid within a two week period from receipt of such invoice.

14. **Compliance with Federal HIPAA and State Confidentiality Law**:

a. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4- 301 et seq. MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;

2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and

3. Otherwise providing good information management practices regarding all health information and medical records.

b. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment B. The fully executed business associate agreement must be submitted within ten (10) working days after notification of selection, or within ten (10) days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.

c. Protected Health Information as defined in the HIPAA regulations at 45 CFR §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

RFP-2017-03
"Project Act Now" –PDMD Prescribing Practices and Prescription Take Back Campaign
SCOPE OF WORK / SPECIFICATIONS

1. **Scope Of Work**:

The Washington County Health Department is committed to addressing the abuse and misuse of opioids in Washington County. By using effective marketing strategies and collateral, we can provide our community with the necessary tools, information and resources to spread awareness and encourage participation in the "Project Act Now" campaign initiatives. The primary goal of this initiative is to decrease deaths in Washington County related to overdose by 15% from FY2017-FY2018. Therefore, all marketing efforts must be data driven and incorporate performance metrics to assess the implementation and effectiveness of the strategy.

2. **Scheduling Of Work**:

The Marketing Agency awarded the contract will directly work with Holly Luther, Program Coordinator of Prevention Services, Washington County Health Department to develop a marketing campaign, billboard, stickers, drop box stickers, cover page and the printing and mailing services of the CDC Book to effectively promote the "Project Act Now" campaign.

3. **Progress Meetings**: The Marketing Agency will schedule progress meetings with Holly Luther, Prevention Program Coordinator.
4. **Video: Drug Take Back/Drop-off Campaign**

- Pre-Production
- Video Production
- Graphics Production
- Post Production – 0:30 sec.
- Post Production – 1:00 min

5. **Graphic Design: Billboard Campaign**

- Design Concept
- Resize and Edits for Various Vendors

6. **Graphic Design: Newspaper Stickers**

- Design Concept & Coordinate w/Vendor

7. **Graphic Design: Drop Box Stickers**

- Design Concept & Coordinate Printing

8. **Graphic Design: Cover Page (CDC Book)**

- Design Concept & Export

9. **Printing & Mail Services: CDC Book**

- Printing QTY 250 (8.5x11" 12 page Saddle Stitch 100 lb. gloss cover and 70 lb. premium uncoated interior pages)

- File Preparation & Export

10**. Notice of Award:**

Notice to Proceed shall be given to the successful Agency by no later than 10 business days from the Proposal Opening.

POLICY TITLE: **Insurance Requirements for Independent Contractors**

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

   Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	$100,000 (Each Accident)
	$500,000 (Disease - Policy Limit)
	$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

   Minimum Limits Required:
   $1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:
$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

Bidder's Name_____

WASHINGTON COUNTY PURCHASING DEPARTMENT

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

YES	NO	JURISDICTION
____	____	WASHINGTON COUNTY PUBLIC SCHOOLS
____	____	WASHINGTON COUNTY HEALTH DEPARTMENT
____	____	OTHER WASHINGTON COUNTY MUNICIPALITIES
____	____	HAGERSTOWN COMMUNITY COLLEGE
____	____	CITY OF HAGERSTOWN
____	____	FREDERICK COUNTY COMMISSIONERS
____	____	OTHER FREDERICK COUNTY MUNICIPALITIES
____	____	ALLEGANY COUNTY COMMISSIONERS
____	____	BOARD OF EDUCATION OF ALLEGANY COUNTY
____	____	OTHER ALLEGANY COUNTY MUNICIPALITIES
____	____	ALLEGANY COMMUNITY COLLEGE
____	____	CITY OF FROSTBURG
____	____	CITY OF CUMBERLAND
____	____	GARRETT COUNTY - GENERAL SERVICES
____	____	BOARD OF EDUCATION OF GARRETT COUNTY
____	____	OTHER GARRETT COUNTY MUNICIPALITIES
____	____	GARRETT COUNTY COMMUNITY COLLEGE
____	____	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the Washington County Health Department's property. The Washington County Health Department has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Washington County Health Department may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder 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 Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the Washington County Health Department. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

SIGNATURE TO BIDS (Cont'd)

. (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

. (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE:_____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.) _____ Yes _____ No

RFP-2017-03

FORM OF PROPOSAL

Washington County Health Department
1302 Pennsylvania Avenue, Room 313 Hagerstown, MD 21742

"Project Act Now" PDMD Prescribing Practices and Prescription Take Back Campaign

BID DUE DATE: December 18, 2017. No later than 2:00 P.M., local time

Firm Submitting Proposal _____

Telephone No. ___(_____) _____

Contact:_____

Gentlemen:

We hereby submit our proposal to the Washington County Health Department **"Project Act Now" PDMD Prescribing Practices and Prescription Take Back Campaign"** at the Washington County Health Department, 1302 Pennsylvania Avenue, Hagerstown, MD 21742.

Having carefully examined the "Instructions to Bidders," the "General Conditions", and the and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the Contract Documents, for the stipulated sum of:

Bid Security Bonds shall be submitted with each proposal in the amount of 5% of the total of the Base Bid and requested alternates.

Bid Bonds, except those of three low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within ninety (90) days after the bid opening, then any bond may be returned upon demand of the bidder.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

_____
Bidder's Name

_____

All proposals must include proposed costs to complete the tasks described in the Specifications.

PROPOSAL FORM

"Project Act Now" PDMD Prescribing Practices and Prescription Take Back Campaign

I. VIDEO: Drug TakeBack/Dropoff Campaign

Pre-Production	$
Video Production	$
Graphics Production	$
Post-Production 0:30 Second	$
Post-Production 1:00 min.	$
PROJECT TOTAL	$

A. **Pre-Production**:
_____DOLLARS($_____)

(WRITTEN) (FIGURES)

B. **Video Production:**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

C. **Graphics Production:**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

D. **Post -Production – 0:30 sec:**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

E. **Post-Production – 1:00 Minute:**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

F. **TOTAL: Video**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

II. Graphic Design: Billboard Campaign

Design Concept	$
Resize & Edits for Various Vendors	$
PROJECT TOTAL	$

A. Design Concept:

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

B. Resize & Edits for Various Vendors**:**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

C. **TOTAL**: **Graphic Design Billboard Campaign**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

III. Graphic Design: Newspaper Stickers

Design Concept & Coordinate # Coordinate with Vendors	$
PROJECT TOTAL	$

A. Design Concept & Coordinate Printing

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

B**. TOTAL**: **Graphic Design – Newspaper Stickers**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

IV. Graphic Design: DropBox Sticker

Design Concept & Coordinate Printing	$
PROJECT TOTAL	$

A. Design Concept & Coordinate Printing

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

B**. TOTAL**: **Graphic Design – DropBox Sticker**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

V. Graphic Design: Cover Page (CDC Book)

Design Concept & Export	$
PROJECT TOTAL	$

A. Design Concept & Export

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

B. **TOTAL**: **Graphic Design – Cover Page (CDC Book)**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

VI. Printing and Mail Services: CDC Book Design: Cover Page (CDC Book)

Printing QTY 250 (8.5x11" page Saddle Stitch 100 lb. gloss cover & 70 lb. premium uncoated interior pages)	$
File Preparation & Export	$
PROJECT TOTAL	$

A. Printing QTY 250 (8.5x11" page Saddle Stitch 100 lb. gloss cover & 70 lb. premium uncoated interior pages)

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

B. File Preparation & Export

_____DOLLARS($_____)

C. **TOTAL**: **Printing and Mail Services: CDC Book Design Cover Page & File Preparation & Export**

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

VII. **TOTAL PROJECT COST**: Video, Billboard, Billboard, Newspaper and Drop Box Stickers, Cover Page and Printing and Mailing:

_____DOLLARS($_____)

(WRITTEN) (FIGURES)

PERFORMANCE BOND

Washington County, Maryland

BOND NO. _____ CONTRACT NO. **PUR-2017-03**

Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, that we

_____

(Here insert Contractor's name and address, including zip code)

hereinafter called the **Principal** and _____

(Here insert Surety name and address, including zip code)

hereinafter called the Surety, are held and firmly bound unto Washington County, Maryland, hereinafter called the Washington

County Health Department**,** the sum _____Dollars ($_____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the Washington County Health Department, for Construction of Enclosure of Exterior Door, which contract and work to be done thereunder and the plans, drawings, and specifications accompanying the same shall be deemed a part hereof and incorporated by reference herein to the same extent as if fully set forth.

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the contract on his part and satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Washington County Health Department from all cost and damage which the Washington County Health Department may suffer by reason of failure so to do, and shall fully reimburse and repay the Washington County Health Department all outlay and expense which the Washington County Health Department may incur in making good any such default, during the original term of the Contract and any extensions hereof, and during the life of any guaranty required under the contract, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

PERFORMANCE BOND (Cont'd)

Signed, and sealed this _____day of _____, 2001, in three counterparts each of which shall without proof of accounting for the other counterparts be deemed an original thereof.

WITNESS:

_____

PRINCIPAL:

_____**(SEAL)**

BY:

_____**(SEAL)**

WITNESS:

_____

SURETY:

_____**(SEAL)**

BY:

_____
(Typed Name and Title)

_____
(Name of Surety)

(____)_____
Telephone No. of Local Agent

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____as **Surety**, are hereby held and firmly bound unto the Washington County Health Department of Washington County, Maryland as OWNER in the penal sum of_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2017. The Condition of the above obligation is such that whereas the Principal has submitted to the Washington County Health Department of Washington County, Maryland a certain BID, attached hereto and hereby made a part the **"Project Act Now, PDMD Prescribing Practices and Prescription Take Back Campaign."**

NOW, THEREFORE,

. (a) If said BID shall be rejected, or

. (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form

of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

Labor & Material Payment Bond

Washington County Health Department, Hagerstown, Maryland

BOND NO. _____ **CONTRACT NO. RFP 2017-03**

Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, _____ that we

_____

(Here insert full name and address or legal title of Contractor, including zip code)

hereinafter called the Principal and _____

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____, and authorized to transact business in the State of Maryland, hereinafter called the Surety, are held and firmly bound unto the Washington County Health Department of Hagerstown, Maryland, a body corporate and politic, hereinafter called the WCHD, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of _____ Dollars ($_____) lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the Washington County Health Department, for the **"PROJECT ACT NOW" –PDMP Prescribing Practice and Prescription Take Bake Campaign**. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

1. A Claimant is defined to be any and all of those persons supplying labor and materials (including lessors of equipment to the extent of the fair rental value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Md. Code, State Finance and Procurement Article, §§ 17-101, et seq., as from time to time amended.

2. The above-named Principal and Surety hereby jointly and severally agree with the Washington County Health Department that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Md. Code, State Finance and Procurement Article, §§ 17-101, et seq., sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Washington County Health Department shall not be liable for the payment of any costs or expenses relating to any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this _____ day of _____, 2017.

WITNESS:

_____ _____
(Typed Name of Principal)

BY: _____(SEAL)

_____
(Typed Name and Title)

WITNESS:

_____ _____
(Typed Name of Surety)

BY: _____(SEAL)

_____
(Typed Name and Title)

_____
(Name of Local Agent)

(_____)_____
(Telephone Number of Local Agent)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the **Washington County Health Department**, a unit of the Maryland Department of Health (herein referred to as "Covered Entity") and _____(**CONTRACTOR**) (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOWTHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices,

Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean **(CONTRACTOR)**.

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Washington County Health Department.

3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.

B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.

C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited dataset as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.

E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.

G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;

B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

D. 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not

provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the

Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

C. Is in substantially the same form as **Exhibit A** hereto; and

D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;

iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R.§ 164.524, including, if requested, a copy in electronic format;

G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;

H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R.§ 164.528;

I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.

K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for **(PUR-2017 –03 "PROJECT ACT NOW" PDMP Prescribing Practice and Prescriptions Take Bake Campaign**), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate

written agreement regarding that information is entered into with Covered Entity.

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

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

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

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

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

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

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

Roderick MacRae
Washington County Health Department
Department of Health & Mental Hygiene
1302 Pennsylvania Avenue
Hagerstown, MD 21242
Phone: (240) 313-3252

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

Address: _____

_____

Attention: _____

Phone: _____

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between (Washington County Health Department), a unit of the Maryland Department of Health., and_____.
(Business Associate)

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:
_____

_____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach:
_____

Names of individuals affected by the breach: (attach list)

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

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:
_____

_____

_____

Contact information to ask questions or learn additional information:

Name:_____

Title:_____

Address:_____

_____

Email
Address:_____

Phone
Number:_____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)