

# REQUEST FOR PROPOSAL



## MEDICAL ASSISTANCE TRANSPORTATION AMBULATORY – SHARED RIDE NON-EMERGENCY, AMBULANCE AND WHEELCHAIR VAN TRANSPORTATION TO SCHEDULED MEDICAL APPOINTMENTS

RFP NO. CCDOH 2026-01

**RESPONSE IS DUE JUNE 16, 2025 NO LATER THAN 5:00P.M.**  
**RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED**  
**AND RETURNED TO THE BIDDER UNOPENED.**

NOTE: QUESTIONS CONCERNING THIS SOLICITATION **MUST BE E-MAILED TO**  
**archie.stoops@maryland.gov - SUBJECT LINE "QUESTION RFP CCDOH 2026-01" in bold**  
**- NO LATER THAN 5:00:00 P.M. ON June 16, 2025.**

*Answers will be made by Addenda and will be posted on our website at*  
[www.charlescountyhealth.org](http://www.charlescountyhealth.org)

### **HAND-DELIVER OR MAIL SUBMISSION FORMS TO:**

**ARCHIE STOOPS II  
CHARLES COUNTY DEPARTMENT OF HEALTH  
4545 CRAIN HIGHWAY  
WHITE PLAINS, MD 20695**

#### **BIDDER CHECK LIST**

- ☐ Have you signed your bid?
- ☐ Have you signed the Proposal Affidavit?
- ☐ Have you enclosed all required documentation?
- ☐ Have you enclosed technical and cost proposal separately and  
and marked as required?

**CHARLES COUNTY DEPARTMENT OF HEALTH  
RFA KEY INFORMATION SUMMARY SHEET**

**Request for Applications: Medical Assistance Transportation  
Ambulatory-Shared Ride  
Non-emergency, Ambulance and  
Wheelchair Van Transportation to  
Scheduled Medical Appointments**

**Solicitation Number: CCDH 2026-01**

**RFA Issue Date: June 2, 2025**

**RFA Issuing Office: Charles County Department of Health**

**Issuing Office: Charles County Department of Health 4545 Crain  
Highway  
P. O. Box 1050  
White Plains, MD 20695  
Attn: Archie Stoops II  
[archie.stoops@maryland.gov](mailto:archie.stoops@maryland.gov)**

**Applications are to be sent to: Archie Stoops II, Charles County Department of Health  
Attention: Proposal submissions are to be submitted  
via  
[archie.stoops@maryland.gov](mailto:archie.stoops@maryland.gov) with the SOLICITATION  
NUMBER in the subject line.**

**Closing Date and Time: June 16, 2025, at 5:00 pm Local Time**

**MEDICAL ASSISTANCE TRANSPORTATION  
AMBULATORY – SHARED RIDE  
NON-EMERGENCY, AMBULANCE AND NON-EMERGENCY WHEELCHAIR  
VAN TRANSPORTATION TO SCHEDULED MEDICAL APPOINTMENT  
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**REQUEST FOR PROPOSALS**  
**CCDH 2026-01**  
**MEDICAL ASSISTANCE TRANSPORTATION**  
**AMBULATORY, SHARED-RIDE**  
**NON-EMERGENCY, AMBULANCE AND WHEELCHAIR VAN**

**1. INTRODUCTION**

**1.1 Request for Proposal Objective**

This Request for Proposal (RFP) is being issued to solicit technical and price proposals from qualified transportation contractors for ambulatory, shared-ride, non-emergency, ambulance and wheelchair services for eligible and qualified Medical Assistance (MA) recipients.

**1.2 Issuing Office**

Charles County Department of Health  
4545 Crain Highway  
P. O. Box 1050  
White Plains, MD 20695  
Attn: Archie Stoops II  
archie.stoops@maryland.gov

**1.3 Request for Proposal Schedule**

1.3.1 E-mail requests for clarification and additional information must be received by the Issuing Office no later than 5:00:00 P.M. on June 12, 2025, to ensure adequate time to prepare and post any necessary addenda to all Proposers.

1.3.2 Award of the Contract is anticipated by July 1, 2025.

**2. GENERAL INFORMATION FOR PROPOSERS**

**2.1 Reservations**

The Charles County Department of Health (CCDOH) reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all proposals received, to waive minor technicalities in proposals, and to negotiate with responsible Proposers in any manner necessary to serve its best interests.

## **2.2 Addenda**

Any necessary additions or corrections to this RFP will be made by addenda. Any Addenda will be posted on the Health Department's website at [www.charlescountyhealth.org](http://www.charlescountyhealth.org). It will be the responsibility of the Proposer to monitor the website for any and all addenda. Addenda become part of the RFP, and must be acknowledged by each Proposer; failure to acknowledge any addenda shall not relieve Proposers of compliance with the terms thereof. The CCDOH assumes no responsibility for oral instructions.

## **2.3 Oral Presentations**

The CCDOH will not require Proposers to make oral presentations of their qualifications.

## **2.4 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to satisfy the requirements of this RFP.

## **2.5 Incurred Expenses**

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

## **2.6 Acceptance of Terms and Conditions**

By submitting a proposal in response to this RFP, the Proposer accepts the terms and conditions set forth herein.

## **2.7 Public Information Act Notice**

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide

justification of why such material, upon request, should not be disclosed in accordance with the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, and Annotated Code of Maryland.

## **2.8 Evidence of Proposer Responsibility**

The CCDOH may require -Proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The CCDOH may make such investigation as it deems necessary to determine Proposer responsibility.

## **2.9 Verification of Registration and Tax Payment**

Before a Corporation can do business in the State, it shall be registered and in good standing with the State Department of Assessments and Taxation (SDAT), State Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Proposer complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. A Proposer's failure to complete registration and be in good standing with SDAT may disqualify an otherwise Successful Proposer from final consideration and recommendation for Contract award.

## **2.10 Award Without Discussions**

The CCDOH reserves the right to accept the best written proposal without further discussions. Proposer should ensure that the initial proposal is both complete, and competitively priced.

## **2.11 Contractor Responsibilities; Subcontractors**

The CCDOH may enter into a contract with the two highest rated Proposers, and those Proposers shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the Proposer.

## **2.12 Conflicts of Interest**

The Proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the Proposer is recommended for award, and propose how such conflicts might be resolved.

## **2.13 Financial Disclosure**

The Successful Proposer shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13- 221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of : (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

## **2.14 Political Contribution Disclosure**

The Successful Proposer shall comply with the provisions of Article 33, §30-1 *et seq.* of the Annotated Code of Maryland, which requires that

every Contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision are required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

## **2.15 Anti-Bribery Affidavit**

Section 16-202, State Finance and Procurement Article requires that each Proposer seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP, and should be submitted with the technical proposal.

## **2.16 Non-Collusion**

By its signature on the proposal documents submitted, the Proposer attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage over others, nor has it colluded with anyone for and on behalf of the Proposer, or itself, to gain any favoritism in the award of this RFP.

## **2.17 Compliance with Laws**

By submitting a response to this solicitation, the Proposer represents that it is not in arrears in the payment of any obligation due and owing Charles County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

## **2.18 Governing Law**

The laws of Charles County and the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

## **2.19 Ownership and Retention of Records**

All reports and other data prepared under the contract issued pursuant to this RFP shall become the property of the CCDOH. Unless otherwise required by applicable statute of limitations, the Successful Proposer shall retain all records and documents related to any contract awarded



pursuant to this RFP for six (6) years after final contract payment by the CCDOH, and shall make them available for inspection and audit by authorized representatives of the CCDOH at all reasonable times.

## **2.20 Acceptance of Time**

By submitting a proposal under this solicitation, the Proposer agrees that the CCDOH has within 10 days after the due date in order to accept the proposal. The CCDOH reserves the right to reject, as unacceptable, any proposal that specifies less than 10 days of acceptance time. Upon mutual agreement between the Health Department and the Proposer, the acceptance time for the proposal may be extended.

## **2.21 Billing and Payment**

2.21.1 The Successful Proposer shall keep accurate records of billable services to be charged to the Health Department's Contract. Invoices shall be received by the 10<sup>th</sup> of each month for services previously authorized and rendered the previous month. Related records will be available for audit purposes during normal business hours, as often as deemed necessary.

2.21.2 Pricing must be by mode with a base rate and a per mile rate. Time is not payable. No Shows are not payable. Additional riders may not be charged mileage for the shared ride. Only the participant being transported for a covered service may be transported - the exceptions are a minor who may travel with a guardian, or a participant who must have an attendant per their Provider Certification form.

2.21.3 Electronic funds transfer is required. The Successful Proposer shall register using the COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form. Visit <https://www.marylandcomptroller.gov/state-agencies/accounting/eft-ach-for-vendors.html>. Call 888-784-0144 for questions relating to the electronic payment process. Electronic payments will be deposited directly into the Successful Proposer's bank account within two (2) banking days of the Comptroller's authorization to pay.

## **2.22 Applicable Standards/Guidelines**

The Contractor will be required to perform all services in accordance with generally accepted standards of professional practice, and in accordance with all applicable Federal, State and local codes.

## **2.23 Record Documents/Data**

The CCDOH will assist the Successful Proposer in obtaining any available information as necessary to complete the tasks outlined.

## **2.24 Change of Scope**

The CCDOH reserves the right to delete or insert tasks in the scope with appropriate changes in cost.

## **2.25 Contract Monitor**

The Contract Monitor will manage and coordinate this project. All communications related to this project shall be directed to:

Archie Stoops II  
Charles County Department of Health  
Medical Assistance Transportation  
4545 Crain Highway, PO Box 1050  
White Plains, MD 20695  
301-609-6872

## **2.26 Insurance Requirements**

2.26.1 Prior to the execution of the Contract, the Successful Proposer must obtain, at its own cost and expense, and keep in full force and effect until termination of the Contract, the following insurance requirements written in companies licensed to do business in the State of Maryland.

2.26.2 The coverage will be evidenced by a Certificate of Insurance issued directly to the CCDOH by the Successful Proposer's agent, and provide thirty (30) days' written notice to the CCDOH of cancellation or material change in coverage. A two-year (2) extended reporting provision is required to safeguard against gaps in coverage after policies are terminated. All liability policies shall name the CCDOH as an additional insured, which shall be shown on the insurance certificates.

2.26.3 Required Coverages and Limits:

a. Business Automobile Liability (owned, non-owned and hired automobiles): \$1,000,000

Bodily injury, person \$1,000,000 Bodily injury, per occurrence \$1,000,000

Property damage, per occurrence \$1,000,000

b. Commercial General Liability: \$1,000,000 Bodily Injury, property damage or medical expenses, per occurrence \$1,000,000

Bodily injury, property damage and personal injury claims \$1,000,000

c. Workers Compensation: Statutory Limit

### 3. SCOPE OF SERVICES

**3.1 Background** The Charles County Department of Health (CCDOH) administers the Medical Assistance (MA) Transportation Program for Charles County, which provides transportation services to eligible and qualified MA recipients. This program provides all ambulatory, non-emergency wheelchair van, and non-emergency, ambulance transportation to and from medically necessary appointments for eligible MA recipients who have no other means of transportation available. It is also a demand response service for all hospital discharges and transfers for non-emergency, ambulance and wheelchair mode of transportation for eligible and qualified MA recipients. The chart below reflects the approximate number of trips and mileage for FY2023 to FY2024.

Services Provided	# Recipients Using Service		Number of Trips**		Mileage	
	FY 2023	FY 2024	FY 2023	FY 2024	FY 2023	FY 2024
Ambulance	241	241	541	442	14248	13407
Ambulance Advance Life Support	35	32	35	32	1666	1510
Ambulance - Critical Care	5	1	5	1	305	26
Ambulatory	110	117	3765	4659	68447	84038
Wheelchair	140	94	1875	996	38812	29028
Total	531	485	6221	6130	123478	128009

## **3.2 Responsibilities and Tasks**

3.2.1 All aspects of this service must conform to the Maryland Department of Health's regulation for Transportation Grants, COMAR 10.09.19. Contractors or subcontractors providing ambulance service for dually covered (Medicare/Medicaid) recipients must meet regulations as described in COMAR 10.09.13, Ambulance Services and COMAR 10.09.36, General Medicaid Provider Participation Criteria. The COMAR regulations listed above may be viewed at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.

3.2.2 The Contractor must have the ability to provide the following transportation services to eligible Medicaid participants:

3.2.2.1 Ambulatory

3.2.2.2 Wheelchair

3.2.2.3 Bariatric wheelchair

3.2.2.4 Basic life support ambulance

3.2.2.5 Advanced life support ambulance

3.2.2.6 Specialty care ambulance

3.2.2.7 Bariatric ambulance

3.2.3 The Contractor shall guarantee that medical non-emergency ambulatory, wheelchair, and ambulance transportation services are provided to eligible recipients who have no other means of available transportation, or for whom available transportation resources are inadequate or inappropriate to meet the recipient's needs.

3.2.4 The Contractor shall provide curb-to-curb or door-to-door service as medically necessary for ambulatory and wheelchair transports.

3.2.5 The Contractor shall provide door through door service for ambulance transports.

3.2.6 The Contractor shall not transport other individuals while transporting Medical Assistance participants, except for an attendant accompanying a minor or when an attendant is medically necessary.

- 3.2.7 The Contractor shall submit a plan which demonstrates that all transportation provided by The Contractor or subcontractors are in compliance with all applicable city, county, state, and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspection. The Contractor shall provide documentation within sixty (60) days of contract award and annually thereafter as requested.
- 3.2.8 The Contractor shall submit a plan which demonstrates the ability to provide transportation to dialysis and chemotherapy patients during any severe weather events (i.e., snow, ice, sleet, freezing rain).
- 3.2.9 The Contractor shall not subcontract any part of this service at any time to another vendor without prior written authorization by the CCDOH. Should a subcontractor(s) be authorized, the subcontractor(s) shall comply with all provisions stated in this Request for Proposals and subsequent contract.
- 3.2.10 The Contractor shall not charge any passenger for the services provided under the contract.
- 3.2.11 The Contractor shall not accept gratuities of any kind.
- 3.2.12 The Contractor shall not give preferential treatment to any participant.
- 3.2.13 The Contractor shall not seek payment for expenses incurred for canceled rides. A cancellation is defined as any cancellation that is received prior to the vehicle arriving at an arranged pickup location.
- 3.2.14 The Contractor shall not seek payment for expenses incurred for no-show rides. A no-show is defined as occurring when a participant either is not at the arranged pickup point at the appointed time or refuses the ride at the time and has not canceled the trip in advance.
- 3.2.15 The Contractor must assure quality of service including, but not limited to:
- 3.2.15.1 Adequacy of vehicles for passenger safety and comfort, sufficiency of equipment accessibility, and compliance with federal motor vehicle safety standards. At a minimum, the

following equipment shall be available at all times, and safety precautions shall be taken as follows:

3.2.15.1.1 Properly functioning seatbelts as required by federal, state, county and city laws and regulations;

3.2.15.1.2 Drivers shall insure passengers in all seats wear seatbelts and that seatbelts are properly secured;

3.2.15.1.3 Child safety seats as required by federal, state, county, and city laws and regulations;

3.2.15.1.4 Drivers shall ensure that all child safety seats are properly secured;

3.2.15.1.5 Wheelchair loading devices and wheelchair securing devices shall be properly installed in accordance with the manufacturer's instructions;

3.2.15.1.6 Drivers shall ensure that all wheelchairs are properly secured;

3.2.15.1.7 Proper vehicle climate control is maintained through effectively working heating and air conditioning systems.

3.2.15.1.8 Restraining devices, padding, and blankets, as needed; and

3.2.15.1.9 Two-way radios, or an equivalent suitable form of communication between vehicles and base.

3.2.16 The Contractor shall ensure all vehicles and equipment are in proper operating conditions and meet all required standards.

3.2.17 The Contractor, or a qualified subcontractor, shall be licensed to provide Commercial Ambulance Service in Maryland in accordance with COMAR 30.09.04.05, and shall comply with all applicable local, state, and federal laws and regulations outlined in COMAR 30.09-Commercial Ambulance Services regulations.

3.2.18 The Contractor shall comply with all applicable county, Maryland Department of Health, state, and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspections.

- 3.2.19 Employees of The Contractor who perform as drivers or crew members while providing services under the contract shall be trained and certified in Red Cross Basic First Aid and Cardiopulmonary Resuscitation (CPR) at a minimum. The Contractor shall provide documentation within sixty (60) days of contract award and annually thereafter as requested.
- 3.2.20 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation to eligible Medicaid participants who reside in Charles County to and from medically necessary Medicaid covered services located within Maryland, and when needed outside of Maryland between 5:00 a.m. and 9:00 p.m. Monday through Saturday, and on occasional Sundays and holidays when dialysis centers and other medical facilities are open.
- 3.2.21 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation within a reasonable timeframe from the initial call request seven (7) days a week and twenty-four (24) hours a day to eligible Medicaid participants being discharged or transferred from a medical facility located within Charles County.
- 3.2.22 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation, when needed, to eligible Medicaid participants who reside in Charles County being discharged from a medical facility located outside of Charles County seven (7) days a week and twenty-four (24) hours a day.
- 3.2.23 The Contractor shall provide on rare occasion non-emergency ambulatory, wheelchair, and ambulance transportation to eligible Medicaid participants who reside in Charles County being discharged from a medical facility located outside of Maryland (license permitting) seven (7) days a week and twenty-four (24) hours a day.
- 3.2.24 The Contractor shall arrive at the participants scheduled pick-up location no more than sixty (60) minutes before the participants scheduled appointment time for transports within Charles County, and no more than ninety (90) minutes before transports outside of Charles County unless travel time to the scheduled appointment exceeds ninety (90) minutes, in which case the arrival should be consistent with the necessary travel time.
- 3.2.25 The Contractor shall pick-up participants for their return trip within sixty (60) minutes of their scheduled pick-up time for transports within Charles County and within ninety (90) minutes of their scheduled pick-up time for transports outside of Washington County.

- 3.2.26 The Contractor shall, at all times, have a fleet that consist of those vehicles necessary for and capable of transporting participant census. The bid shall not place a cap on the number of vehicles used. The Contractor must have the capability to acquire additional vehicles/staffing as needed to accommodate any potential increase in trip volume.
- 3.2.27 The Contractor must have a strong vehicle maintenance and backup system/backup vehicle capacity. Disabled vehicles must be replaced with alternate vehicles.
- 3.2.28 The Contractor shall ensure that all personnel wear company name badges provided by The Contractor. Name badges shall be worn and visible at all times by drivers.
- 3.2.29 The Contractor shall have their company name and vehicle number prominently displayed on the outside of all vehicles.
- 3.2.30 The Contractor shall ensure that participant manifests are securely maintained and not visible to participants.
- 3.2.31 The Contractor shall enforce a no smoking policy. Smoking is prohibited in vehicles at all times. No smoking signs shall be displayed in all vehicles.
- 3.2.32 The Contractor shall maintain the interior and exterior cleanliness of all vehicles at all times.
- 3.2.33 The Contractor shall prohibit abusive, rude, threatening, obscene or vulgar behavior, or any activity on the part of employees or participants, which might be considered injurious to an individual's person or self-respect.
- 3.2.34 The Contractor shall wait at least seven (7) minutes for clients before determining them a no-show and then departing.
- 3.2.35 The Contractor shall be responsible, through continual monitoring and screening, for the recognition of participant medical conditions or circumstances requiring special procedures, handling, or safety considerations. The Contractor shall accommodate, within reason, any special need and provide the appropriate level of service or assistance to ensure the recipient successfully and safely reaches their destinations. This may involve ongoing or temporary situations, input from providers or CCDOH Contract Monitor and definitely clear communication between participants, providers, dispatch and drivers.



3.2.36 The Contractor shall submit incident and accident reports within twenty-four (24) hours of the event. The report shall include:

3.2.36.1 A written account of the incident;

3.2.36.2 Police report number;

3.2.36.3 Name of all passengers; and

3.2.36.4 Name of person(s) requiring medical attention.

3.2.37 The Contractor shall ensure a safe and healthy environment requiring drivers to notify dispatch of any incidents that occur. If a situation should arise where a participant poses a threat or danger to themselves or others the driver or other representative of the Contractor shall call 911. The Contractor shall file an incident report within twenty-four (24) hours with CCDOH so that additional action may be initiated with a problem rider.

3.2.38 The Contractor shall not deny or suspend transportation under any circumstance to eligible and qualified participants.

3.2.39 The Contractor and representatives shall treat participants with courtesy and respect.

3.2.40 The Contractor shall not abandon a recipient because of additional bags, food or observing the client coming from a location other than the address where they were dropped off. The Contractor shall notify CCDOH of any such incident within 24 hours so that it can be properly addressed.

3.2.41 The Contractor shall not bring participants into the Contractor's business office. Driver changes are permitted at The Contractor's office as long as:

3.2.41.1 Participants wait no longer than five (5) minutes;

3.2.41.2 Participants do not transfer from vehicles; and

3.2.41.3 Business office personnel do not address Participants.

3.2.42 The Contractor shall maintain a dispatch office located within the State of Maryland and must allow periodic visits by the CCDOH Contract Monitor who may be involved in on-site monitoring of operations and fleet inspections at the Contractor's facility as frequently as needed. The Contractor

shall have and provide confirmation of the following:

- 3.2.42.1 Current licenses required by federal or state law;
- 3.2.42.2 Adequate insurance;
- 3.2.42.3 Driver MVA and criminal background checks for all personnel providing participant services with routine rechecks at least annually;
- 3.2.42.4 Current copies of employee substance abuse screening as required by law for all personnel providing participant services;
- 3.2.42.5 Driver training program that addresses utilization of safety restraints, non-smoking, safe driving, defensive driving and patient assistance;
- 3.2.42.6 Dispatch training program and written procedures;
- 3.2.42.7 Verification that the Contractor and all employees providing service under this contract are not on any applicable state or federal debarment list;
- 3.2.42.8 Vehicle cleaning and preventive maintenance program;
- 3.2.42.9 Ability to document and maintain forms on all service requests;
- 3.2.42.10 Ability to track and report on actual response times;
- 3.2.42.11 Written policies and procedures that describe all aspects of the operations and address all operational requirements by state or federal law;
- 3.2.42.12 Backup service plans for addressing vehicle malfunctions and communication outages;
- 3.2.42.13 Contractor's organizational structure;
- 3.2.42.14 System to track and report complaints to the CCDOH Grant Manager; and

3.2.42.15 System to track and report incidents and accidents.

3.2.43 The Contractor shall ensure that the CCDOH Contract Monitor is provided access to all vehicles. The CCDOH Contract Monitor may inspect vehicles as needed and without prior notice for the following:

3.2.43.1 Safety seat belts in working order in all rider locations;

3.2.43.2 Operational lifts (wheelchair);

3.2.43.3 Cleanliness;

3.2.43.4 Adequate climate control;

3.2.43.5 Operational two-way radios or cell phones;

3.2.43.6 Prominently displayed signage;

3.2.43.7 Recipient manifests are securely maintained and not visible to recipients; and

3.2.43.8 Company name badges and uniforms worn by drivers and vehicle crew;

3.2.44 The Contractor shall provide the following documentation:

3.2.44.1 A list of all vehicles to provide transportation service including the year, make, model and tag number of the vehicle and list vehicles as they are rendered out-of-service, added to, or dropped from the fleet;

3.2.44.2 Drivers' license for all transport drivers; and

3.2.44.3 Copies of current certification for BLS, ALS, Critical Care, and Bariatric commercial ambulance vehicles.

3.2.45 The Contractor shall agree to attend meetings with CCDOH to discuss the contract and/or delivery of contracted services, as necessary.

3.2.46 The Contractor shall respond to concerns or complaints within 48 hours with the purpose of making a determination for a solution.

- 3.2.47 The Contractor shall abide by any other requirements and/or conditions that may be imposed by the Maryland Department of Health or CCHD during the contract period.

### **3.3 SCREENING AND SCHEDULING REQUIREMENTS**

- 3.3.1 The Charles County Medical Assistance Transportation Program will be responsible for screening requests for transportation and scheduling pickup times for non-emergency ambulatory, wheelchair, and ambulance transportation between 8:00 a.m. and 4:30 p.m. This screening process will include:

3.3.1.1 Determine eligibility as required by COMAR 10.09.19;

3.3.1.2 Verify active MA status through the Eligibility Verification System (EVS);

3.3.1.3 Determine and document mode of transportation;

3.3.1.4 Document pick-up and drop-off locations and times; and

3.3.1.5 Provide participant or hospital with an estimated time of transportation arrival.

3.3.2 The Contractor shall have the means to accept transportation requests from CCDOH by secure email (WinSCP). CCDOH will send a trip manifest via email (WinSCP) to the Contractor by 11:00 a.m. the day prior.

3.3.3 The Contractor shall reasonably accommodate same day transportation requests for medical appointments, particularly in urgent non-emergency cases.

3.3.4 After 4:30 p.m., or when the CCDOH office is closed, hospitals will contact the Contractor directly to schedule transportation for eligible Medicaid participants being discharged or transferred to another facility. The Contractor shall:

3.3.4.1 Have a screening mechanism and dispatch available seven (7) days a week and twenty-four (24) hours a day in accordance with the regulations as set forth in COMAR 10.09.13 and/or COMAR 10.09.19 as appropriate.

3.3.4.2 Screen for and provide non-emergency, ambulance and wheelchair transportation within 2 hours of the initial call request to eligible participants.

3.3.4.3 Notify CCDOH of the after-hour transport within 24 hours of the rendered service and provide required documentation.

3.3.5 CCDOH shall rescreen all after-hour transportation requests to determine eligibility and approve/deny payment.

#### **4. MANDATORY QUALIFICATIONS/REQUIREMENTS**

##### **4.1 Workplace on-site for Contract Monitor**

The Successful Proposer shall have an office located in Charles County and provide workspace, easy access to records, and a computer for the CCDOH's Contract Monitor who shall be involved in on site monitoring of operations and fleet inspections at the Successful Proposer's facility twice per year.

##### **4.2 Years in Business**

The Successful Proposer shall have been in business for a minimum of five (5) years.

##### **4.3 Maryland Medicaid Provider**

All contractors providing Ambulance services MUST be enrolled as a Maryland Medicaid Provider with the State of Maryland.

##### **4.4 References**

The Proposer must provide a minimum of three (3) letters of reference to support this Proposal. The references must be current and address this RFP. A current contact name and phone number must be provided. References must be enclosed with the technical proposal.

#### **5. EVALUATION AND SELECTION CRITERIA**

##### **5.1 Evaluation Committee**

The CCDOH will establish an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows.

##### **5.2 Evaluation Criteria**

The technical proposal is worth 80% and the price proposal is worth 20% of the evaluation criteria. The technical proposal comprises five (5) categories to evaluate the overall technical qualifications of the Proposer.

The CCDOH reserves the right to award all or part of the project based solely on the best interest of the CCDOH as determined by the Procurement Officer.

### **5.3 Technical Proposal**

This section is to include a brief letter prepared on the Proposer's business stationery. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices contained in the proposal. This letter is to be placed as the cover page.

### **5.4 Technical Evaluation Criteria** (Point Value – 80) Next to each category is the weight factor assigned.

The technical proposal must be submitted in the format outlined below:

5.4.1 Summarize organizational structure and (0 – 18 Points) resources to demonstrate the ability to provide adequate staffing and vehicles to perform the services as required

5.4.2 Provide a written narrative that evidences (0 – 18 Points) the firm's ability to meet or exceed all requirements of the RFP

5.4.3 Responsiveness to the requirements of the RFP (0 – 16 Points)

5.4.4 Provision of all current licenses (0 – 14 Points) for the required services

5.4.5 Responses from references (0 – 14 Points)

### **5.5 Price Proposal Evaluation** (Point Value – 20)

7.5.1 The Committee will open and score only the price proposals submitted by firms achieving a minimum of 70% of available technical proposal points. The Proposer shall complete the Price Proposal Form (**Attachment B**).

7.5.2 The Committee will award the full 20 points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 20-point basis.

## **5.6 Price Proposal**

5.6.1 The price proposal shall contain all pricing information relative to the products and/or services as described in this RFP.

5.6.2 The CCDOH shall not be responsible for expenses incurred in the preparation and submission of the technical proposal or the price proposal. Such cost shall not be included in the Proposal.

5.6.3 The first page of the Price Proposal shall include the following information:

- a. Name of Proposer;
- b. Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with the Health Department; and
- c. Price Proposal (title)

5.6.4 In the case of any discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.6.5 The CCDOH reserves the right to reject in whole or in part proposals which fail to include adequate and clear cost information.

## **5.7 Final Ranking and Selection**

The Committee will recommend to the program manager to award to the responsible Proposers whose proposal is determined to be most advantageous to the CCDOH, considering both the technical and price factors outlined above.

## **5.8 Proposer's Understanding of the Scope of RFP and Due Diligence**

By submitting a Proposal in response to this RFP, the Proposer represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with federal, state, local laws, ordinances, rules, and regulations that may affect the price or performance under this RFP or any resulting Contract. The failure or omission of any Proposer to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Proposer from any obligations with respect to its Proposal or to any resulting Contract.

## **6. ARREARAGES**

By submitting a response to this solicitation, a Proposer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for contract award.

## **7. HIPAA – BUSINESS ASSOCIATE AGREEMENT – ATTACHMENT E**

Based on the determination by the CCDOH that the functions to be performed in accordance with the solicitation constitute Business Associate functions as defined in HIPAA, the Successful Proposer shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. §164.501.

## **8. TERM**

The obligations of the CCDOH under any contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the State of Maryland, and to receipt and availability of appropriated funds.

The term of the Contract shall be for a period of two (2) years commencing on July 1, 2025, with the option to renew for up to one (1) additional one-year period at the sole discretion of the Health Department. Each renewal term shall be subject to the availability and appropriation of State funds.

## **9. BASIS OF AWARD**

The highest technical rated firm will be awarded a Contract as the Primary Contractor. The second highest technical rated firm may be awarded a Contract and will render transportation services as the Secondary Contractor should the Primary Contractor fail to perform the services for any reason or meet the requirements under this RFP.



## **10. ATTACHMENTS**

### **10.1 Attachments Requiring Completion with Proposal**

The following documents shall be completed in their entirety and shall include the signature of the Proposer's authorized agent. Failure to complete, sign and/or return all specified attachments may result in disqualification of the Offeror's Proposal.

**<The remainder of this page intentionally left blank>**

## **Attachment A. Proposal Affidavit**

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf>

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## **Attachment B. Price Proposal Sheets**

### **PRICE PROPOSAL FORM**

**Pursuant to Request for Proposal CCDOH 2026-01, the undersigned having read all Addenda hereby submits this Proposal to provide ambulatory and non emergency ambulance and wheelchair van transportation services to eligible and screened recipients.**

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## PRICE PROPOSAL FORM

SEDAN RATES	AMBULANCE RATES	WHEELCHAIR RATES
<b>LOCAL Fares-Per Mile Rate</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	<b>LOCAL Fares-Per Mile Rate</b> <div style="display: flex; flex-direction: column; gap: 2px;"> <div>ALS <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>BLS <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>SCT <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>BARIATRIC <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>WHEELCHAIR <div style="border-bottom: 1px solid black; width: 100%;"></div></div> </div>	<b>LOCAL Fares-Per Mile Rate</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>LONG DISTANCE Fares-Per Mile Rate</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	<b>LONG DISTANCE Fares-Per Mile Rate</b> <div style="display: flex; flex-direction: column; gap: 2px;"> <div>ALS <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>BLS <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>SCT <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>BARIATRIC <div style="border-bottom: 1px solid black; width: 100%;"></div></div> <div>WHEELCHAIR <div style="border-bottom: 1px solid black; width: 100%;"></div></div> </div>	<b>LONG DISTANCE Fares-Per Mile Rate</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>Multiple Ride Fare</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	<b>Multiple Ride Fare</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	<b>Multiple Ride Fare</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>

\*Multiple Ride Fare is the rate that is charged per rider when two or more passengers ride in the same vehicle. Note: Attendants and guardian of children with the medical appointment shall not be charged.

<u>OTHER RATES</u> May include per zone rates, per hour rates, or per passenger rate. If other rates are given, indicate all of the above factors.								

## GENERAL STATEMENT

1. The undersigned has checked all of the above figures, and understands that the Charles County Department of Health will not be responsible for any errors or omissions on the part of the undersigned in preparing this price proposal.

2 . In submitting this price proposal, it is understood that the Charles County Department of Health reserves the right to cancel this proposal at any time after issuance, to reject, in whole or in part, any and all proposals when, in its judgment, determines that this action is fiscally advantageous or otherwise to serve its best interest.

3. The undersigned declares that the person signing this proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the proposal's conditions and provisions thereof.

### SUBMITTED BY:

Name of Company Authorized Representative (Signature)

Address Authorized Representative/Title (Print)

City, State, Zip FEIN

Telephone Number E-mail Address

Fax Number Date

## **Attachment C. Maryland Living Wage Affidavit of Agreement for Service Contracts**

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf> to complete the Affidavit.

**A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.**

**B. The Living Wage Law does not apply to:**

**(1) A Contractor who:**

**(a) Has a State contract for services valued at less than \$100,000, or (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.**

**(2) A subcontractor who:**

**(a) Performs work on a State contract for services valued at less than \$100,000, (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or**

**(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.**

**(3) Service contracts for the following:**

**(a) Services with a Public Service Company;**

**(b) Services with a nonprofit organization;**

**(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or (d)**

**Services between a Unit and a County or Baltimore City.**

**C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.**

**D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.**

**E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a**

**prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.**

**F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.**

**G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.**

**H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.**

**I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.**

**J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website  
<https://labor.maryland.gov/labor/prev/livingwage.shtml>**

## **Attachment D. Federal Funds Attachment**

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-H.-Federal-Funds-Attachment.pdf>

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## **10.2 Attachments To Be Completed For Contracted Vendor(s) (FYI only)**

The Successful Proposer will be required to complete the following forms/attachments upon being awarded the contract.

**<The remainder of this page intentionally left blank>**

## **Attachment E. HIPAA Business Associate Agreement**

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made by and between \_\_\_\_\_ (insert name of procuring unit), a unit of the Maryland Department of Health (MDH) (herein referred to as “Covered Entity”) and \_\_\_\_\_ (Insert Name of 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”) dated \_\_\_\_\_ (Insert effective date of 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), and the HIPAA Omnibus Final Rule of 2013 (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;

NOW THEREFORE, 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 (Insert Name of 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 (Insert Name of Procuring Unit).
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 data set 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, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted 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.

E. In addition to its obligations in Sections III.A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach. Approval of the letter must be in writing from the Privacy Officer for the Covered Entity or their designee. The letter shall include, to the extent possible:

1. A brief description of the incident, including the date of the Breach and the date of the discovery of the Breach, if known;
2. 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);
3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
5. 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.

F. In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.

G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.

H. In the event of any Breach, regardless of which party is responsible, Business Associate will provide, within 30 days after the discovery of the Breach, a proposed Breach Notification Report to be submitted to HHS Office of Civil Rights (OCR), as required by 45 CFR § 164.408(a).

1. Business Associate and Covered Entity, through its Privacy Officer or their designee, shall cooperate and determine which party will be responsible for filing the Breach Notification Report with OCR and Business Associate shall obtain a written acknowledgment from Covered Entity that assigns this responsibility to either Covered Entity or Business Associate.

2. If Business Associate is assigned the responsibility of filing the Breach Notification Report with OCR, Business Associate shall seek and receive written approval from Covered Entity of the Breach Notification Report prior to it being filed with OCR.

3. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.

I. In the event of any Breach in which 500 or more individuals of any state or jurisdiction are affected, regardless of which party is responsible, the following provisions will apply, as required by 45 CFR §164.406(a):

1. Covered Entity, through its Privacy Officer or their designee, shall determine, in consultation with Business Associate, which party will be responsible for notifying the media, and shall inform Business Associate in writing as to its determination.

2. If Business Associate is assigned the responsibility of notifying the media, Business Associate shall seek written approval from Covered Entity as to the content of any notification to be made to the media prior to any media outlet being notified of the breach and shall incorporate any language suggested by Covered Entity.

3. If assigned responsibility, Business Associate shall provide its proposed media notification to Covered Entity for review within thirty (30) days of the date of discovery of the breach.

4. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.

5. If Covered Entity assigns the responsibility to itself, it will inform Business Associate in writing as to this determination, and will offer Business Associate the opportunity to review the notification before it is disseminated.

J. 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;

- K. 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;
- L. 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;
- M. 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;
- N. 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);
- O. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- P. 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 (enter solicitation title), Solicitation # MDH OCMP (enter OCMP assigned solicitation number), 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.

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

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, 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 OF AGREEMENT**

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. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.
- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Danielle Owens  
Chief Privacy Officer  
Maryland Department of Health  
Office of Internal Controls, Audit Compliance & Information Security  
201 W. Preston Street, 5<sup>th</sup> Floor  
Baltimore, MD 21201-2301  
Phone: (410) 767-5411

MDH.PRIVACYOFFICER@MARYLAND.GOV

*(Or insert the name and contact information of the HIPAA contact person within the appropriate MDH covered health care component)*

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

G. 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.

H. 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.

I. 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.

J. 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: \_\_\_\_\_

**NOTIFICATION TO THE**  
**MARYLAND DEPARTMENT OF HEALTH**  
**ABOUT A BREACH OF UNSECURED PROTECTED HEALTH**

**INFORMATION** This notification is made pursuant to Section IIID(3) of the Business Associate

Agreement between:

- The Maryland Medical Assistance Program, a unit of the Maryland Department of Health (MDOH), 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: \_\_\_\_\_

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: \_\_\_\_\_

## Attachment F. Charles County Department of Health Service Agreement/Contract

### CHARLES COUNTY DEPARTMENT OF HEALTH PURCHASE OF CARE SERVICE AGREEMENT

THIS AGREEMENT, made this day of , between the Charles County Department of Health (hereinafter called the OWNER) and (hereinafter called the CONTRACTOR) and hereinafter treated as if of the singular number and neuter gender) WITNESSETH that said parties for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and material as required for .

2. TERM OF CONTRACT - The Contract shall commence on or about \_\_\_\_\_ and shall be in effect through .

3. PAYMENTS - The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein a sum not to exceed:

Contractor shall bill insurance companies.

4. The Contract Documents shall consist of the following, all of which are part of the Contract between the parties as fully as though repeated herein or hereto attached:

a. DHMH General Provisions

b. Charles County Department of Health Provisions

c. Business Associate Agreement

d. Compliance with Federal HIPPA and State Confidentiality Law

5. REPRESENTATIONS OF CONTRACTOR - The Contractor represents and warrants: a. that it is financially solvent and experienced in and competent to perform the work or to furnish the materials to be so performed or furnished by it;

b. that it is familiar with all federal, state, municipal and departmental laws, ordinances and regulations, which may in any way affect the work to be accomplished;

c. that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;

d. that it will not assign any interest in this Contract, and shall not transfer any interest in the same without prior written consent;

e. that no officer or employee of the Charles County Department of Health shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest direct or indirect in this Contract or the proceeds thereof;

f. that none of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner.

6. REPRESENTATIONS OF OWNER -

7. SUCCESSORS AND ASSIGNS - This agreement shall bind the successor, assigns and representatives or the parties hereto

IN WITNESS, WHEREOF the parties hereto have executed the agreement the day and year first above written.

Charles County Department of Health Attest Owner

By

Title Health Officer Date

Attest Contractor

By

Title

Date

Department of Health and Mental Hygiene  
General Provisions

A. Independent Contractor: This Agreement shall not be construed as creating a partnership of joint venture, the CONTRACTOR being an independent contractor. The CONTRACTOR shall not hold itself out, or act, as an agent of the Charles County Department of Health.

B. Assignment: This Agreement may not be assigned by the CONTRACTOR unless it has the Health Department's consent to assign.

C. Indemnification and Insurance: The CONTRACTOR will indemnify and save the Health Department harmless from any loss, cost damage or other expense suffered or incurred by the Health Department as a result of the performance of this Agreement by the CONTRACTOR.

D. Licenses: The CONTRACTOR shall, at its expense, obtain all necessary licenses and comply with all applicable Federal, State and Municipal laws, codes, and regulations in connection with the performance of this Agreement and providing the services specified herein.

E. Termination for Convenience by Either Party: Either party may terminate this contract after thirty (30) days written notice of its intent to terminate the Agreement. Such notice shall be transmitted to the other party by certified U.S. mail, return receipt requested.

F. Damages: There shall be no liquidated damages in the event of early termination of this contract.

## Charles County Department of Health

### Provisions

1. Contractors/Consultants are not covered by the Maryland Tort Claims Act. Liability insurance is the responsibility of the contractor, and a copy should be provided with this agreement.
2. No federal, state social security or workmen's compensation taxes will be deducted from reimbursement checks. However, Charles County Department of Health is a State of Maryland Agency and if your organization owes taxes to the State of Maryland, the State will deduct these outstanding taxes from any reimbursement that is due to your organization.
3. Reimbursement of contractors is linked to submission of an invoice for services rendered. The payment is usually received by the contractor in 3-4 weeks after submission.
4. Contractors/Consultants are required to comply with the provision of the Civil Rights Act of 1964 (no person shall on the grounds or race, color, or national origin be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or service).
5. Contractors/Consultants will not be covered by the Tort Claims Act when driving their own vehicle on state business. In case of an accident, contractors/consultants will be liable through their own insurance.
6. All records, documents, reports and other work papers and work products developed in the performance of this contract shall be the property of and available to the State for its use without payment of royalty or additional cost and shall not be the subject of an application for a copyright or patent by, or on behalf of, the contractual employee.
7. The individual, by signing on this contract, makes an affidavit that he has not been disqualified, and to the best of his/her knowledge is not subject to disqualification from entering into a contract with the State or any other subdivision of the State under Article 21, Section 3-405 of the Annotated Code of Maryland by virtue of a conviction of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal government involving the obtaining of contracts with the State, or any county or other subdivision of the State.
8. By entering into this contract, the individual acknowledges his/her understanding that health care providers and other individuals who are excluded from participating in Medicare, Medicaid, or other Federal health care benefits programs may not contract with the Department to provide health care or other services that are reimbursed by Federal funds. The employee affirmatively declares that he/she has not been excluded from participating in Medicare, Medicaid, or other Federal programs, and to the best of his/her knowledge is not at the time of executing this contract subject to the exclusion by the Department of Health and Human Services (DHHS). The employee agrees further that he/she will immediately notify the appointing authority if he/she is excluded or if any exclusion action is proposed to be taken against him/her by the DHHS.
9. The individual, if he/she is a health care provider, certifies that he/she is properly licensed or certified by the appropriate health regulatory body as set forth in Health – Occupations Article, Annotated Code of Maryland, and agrees to maintain such licensing or certification in good standing during the term of this contract.



PATIENT RECORD CONFIDENTIALITY  
SUB-VENDOR STATEMENT

It is Charles County Department of Health's policy to protect the confidentiality of all patient information. The patient's health record is confidential, and any information from the record can only be released according to agency policy. Naming or identifying a patient who has received health department services (other than "official requests") is a breach of the patient's confidentiality. A patient should never be identified by name or by service, either in a group discussion or with an individual unless it is in the context of official business.

All patient information that is entered into the computer is considered part of the medical record for that patient. This information is protected by Maryland's Confidentiality Statutes (Health General 4-301 – 4-309). Alcohol and Drug treatment records are also protected by stringent federal confidentiality regulations (42 CFR Part 2). All information in the computer must be accurate, confidential, secure and free from unauthorized access.

Breaching patient confidentiality is a very serious offense that can result in serious consequences. Any health care provider who knowingly violates patient confidentiality is guilty of a misdemeanor according to Maryland law and may be subject to a fine not exceeding \$1,000 for the first offense. Violators of the Federal regulations (43 CFR Part 2) are subject to a criminal penalty in the form of a fine not exceeding \$500 for the first offense, not exceeding \$5,000 for each subsequent offense.

I understand Charles County Department of Health's policy on Confidentiality and Disclosure of medical records and the consequences should this policy be breached.

Signature Date

Witness

8/02

## **Compliance with Federal HIPAA and State Confidentiality Laws:**

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

B. If the Department determines that 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 must execute a business associate agreement as required by HIPAA regulations at 45 CFR § 164.501. The fully executed business associate agreement must be submitted within 10 working days after notification of selection or within 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 as 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.