

HARFORD COUNTY HEALTH DEPARTMENT POLICY

Title of Policy: Procurements of Commodities and Services – \$25,000 or Less	
Program Area: Contract Monitor/Fiscal/Information Technology (I.T)/Procurement	
Approved By: <i>Susan Kelly</i>	Original Effective Date: 3/14/14
Susan Kelly, Health Officer	Revised Dates:

1.0 POLICY

All procurement activities will be conducted in compliance with Maryland State laws, procurement regulations and approved policies and procedures. All solicitations will be made in accordance with the Small Procurement Regulations as described in COMAR Title 21 Subtitle 05 Chapter.07. Procurements will be conducted with the highest level of ethical standards, fairness, and transparency, avoiding the appearance of and preventing the opportunity for favoritism. Purchases will be made by using Harford County, Maryland State and Inter-governmental contracts to the extent possible.

2.0 PURPOSE

This policy establishes consistent procurement procedures within the Harford County Health Department to assist and provide guidance to all programs and to foster competition among vendors to the extent practical in the acquisition of supplies, equipment and services. The policy provides guidance so that the procurement of products and services costing less than \$25,000 will be done in accordance with applicable laws, regulations and approved policies and procedures and in a cost effective, efficient and timely manner.

3.0 DEFINITIONS

- 3.1 **eMaryland Marketplace (eMM)** – This internet-based procurement system, established and operated by Maryland State government, provides an efficient way for vendors to access state procurement opportunities in accordance with COMAR Title 21 Subtitle 05 Chapter 07.
- 3.2 **Fund Certification** – This form provides documentation of the availability of funds when signed by the Division Director, Fiscal Authority and Health Officer. No contract execution, modification, change, or adjustment should be made unless sufficient funds are available in accordance with COMAR Title 21 Subtitle 03 Chapter 03.
- 3.3 **Invitation For Bids (IFB)** – This procurement method is used to solicit bids when the basis of the contract award will be determined solely on cost and the award will be given to the responsible bidder submitting the lowest bid price in accordance with COMAR Title 21 Subtitle 05 Chapter 02.
- 3.4 **Memorandum of Understanding (MOU)** – This document is used when agreements that include transfers of funds are made with other governmental agencies.

- 3.5 Purchase Order (PO)** – This procurement document authorizes a purchase from a vendor and, when the solicitation is completed, the PO is sent to the selected vendor. The PO becomes a contract upon acceptance by the vendor.
- 3.6 Request For Proposals (RFP)** – This procurement method is used when specifications for goods and services cannot be prepared based solely on cost. Bidders must submit technical information combined with cost, with the technical information rated and scored according to established criteria included in the solicitation. Awards are made to the vendor with the highest technical evaluated score combined with the cost proposal in accordance with COMAR Title 21 Subtitle 05 Chapter 03.
- 3.7 Sole Source** – This procurement method is used when only one source exists that will meet the requirements for the product or service (e.g. licensing restrictions, proprietary items, compatibility factors for equipment, continuity of care, and location of vendor within Harford County) in accordance with COMAR Title 21 Subtitle 05 Chapter 05.
- 3.8 Small Procurements** are classified in three categories:
- Category I - \$5,000 or Less
 - Category II - \$5,001 to \$15,000
 - Category III - \$15,001 to \$25,000

4.0 PROCEDURES

- 4.1** All procurement records must be maintained until audited or for a period of three (3) years after final payment, whichever occurs last.
- 4.2** The Procurement Unit in the Administration Division is the primary unit of the Harford County Health Department (HCHD) responsible for developing and issuing Invitations for Bid, Requests for Proposal, and Purchase Orders/Small Procurement Contracts.
- 4.3** When procurement takes place between governmental agencies, a Memorandum of Understanding should be used. Program staff is responsible for developing the MOU in consultation with the Director of Administration.
- 4.4** The Procurement Unit will develop and maintain contracts for small procurements of \$25,000 or less.
- 4.5** The Fiscal Officer will review and sign requisitions or Fund Certifications for all small procurements of \$25,000 or less.
- 4.6** The following procedures should be followed when purchasing supplies, equipment and services in Category I (Small Procurement - \$5,000 or Less):

Purchases may be made by Corporate Purchasing Card (CPC) if accepted by vendor (see the Policy # ADMIN 05-01 Corporate Card Usage Policy) or invoice with no formal solicitation.

The Program prepares the 2-part Purchase Requisition (PR) (see Appendix A), which must be signed by the Program Director. The PR is then sent along with supporting documentation to the Procurement Specialist.

Programs should allow at least 6 working days for their PR(s) to go through all approval channels prior to the actual purchase.

The Procurement Specialist will verify or obtain pricing and will forward the PR within 3 working days to Fiscal Unit for budget approval.

The Fiscal Unit will ensure that the budget fields are correct (e.g., Budget Code and/or Item Number) on the PR and, if they are not, the unit will make the necessary corrections. The Fiscal Unit will return the PR to the Procurement Specialist within 3 working days.

The Procurement Specialist will determine if the purchase will be made by CPC or a Purchase Order (PO). If purchase is made by CPC, the Corporate Card Usage Policy will be followed.

The Procurement Specialist will try to obtain bids from at least two different vendors; however, competition is not required.

Once the vendor has been selected, the Procurement Specialist will prepare a Purchase Order (Small Procurement Contract) (see Appendix B), which is generated as a Microsoft Word document. The Purchase Order (PO) terms and conditions will vary according to the procurement. The Procurement Specialist will assign a PO number using a sequential, Excel PO number list maintained in a folder titled "Purchase Order Numbers" saved on the ACC Shared Drive (all PO numbers are preceded with the current fiscal year, e.g., 14001).

The PO will then send to the vendor either by e-mail or fax so that the vendor can fill the order. The vendor is required to send an order confirmation to the Procurement Specialist after the order is processed. The Procurement Specialist will send the yellow copy of the PR along with the order confirmation to the Program. The Program must keep the PR on file.

Upon delivery of the goods or services ordered, the Program will ensure that the order has been filled correctly. If the Program receives goods, the Program will date-stamp and sign the packing slip(s) and forward the packing slip(s) to the Procurement Specialist within 2 working days of receiving the delivery;

If there is a problem (i.e., damage, shortage) with the delivery, the Program will write a note on the packing slip next to the item(s) explaining the problem and then send the packing slip to the Procurement Specialist;

The Procurement Specialist will match the packing slips to the appropriate purchasing documents (i.e., PR, order confirmation, and any other supporting documentation). If there is a note written on the packing slip describing a problem, the Procurement Specialist will contact the vendor and request either a replacement or refund.

4.7 The following procedures should be followed when purchasing supplies, equipment or services under Category II (\$5,001 to \$15,000):

Unless the purchase is being made using a State or other governmental contract, there must be an oral and/or written solicitation preferably resulting in at least two (2) written quotes from different vendors.

For procurement of services, the Program Director, Fiscal Officer, and Health Officer must sign a Fund Certification (see Appendix C).

If the procurement is a one-time commodity purchase, a PR should be completed. Follow procedures in Section 4.6 above related to the completion of a PR.

For commodities that will be purchased on an ongoing basis or a one-time services purchase, the Procurement Specialist will meet with the Program after receiving the Fund Certification (for services) or PR approval (for commodities) in order to obtain detailed information, and the Program will work with the Procurement Specialist to establish the solicitation requirements.

When it is determined that the contract award cannot be made based solely on cost, an RFP will be developed along with evaluation criteria to be used to score the technical requirements (e.g., technical expertise, experience).

The Procurement Specialist will use either the IFB or RFP procurement method and will use the appropriate solicitation document (See Appendix D - IFB Document/Appendix G – Bid/Proposal Affidavit).

The Procurement Specialist will try to obtain bids from at least two different vendors for the IFB procurement method; however, an award can be made if only one bid is received by the date and time specified in the solicitation.

The methods for distributing the solicitation include telephone, fax or e-mail. Solicitation terms (e.g., description of the item, issue date, bid due date and time, Procurement Specialist's name, fax number and/or e-mail address) must be consistent for all potential bidders. The solicitation will include how bids should be submitted by the vendor (e.g., fax, e-mail), and a basis of award (e.g., lowest bid price, in whole or in part).

Once the vendor has been selected, the Procurement Specialist will prepare the PO with the bid requirements and pricing and sign it, then send it to the vendor by fax or e-mail. The Procurement Specialist will email the results to the unsuccessful bidder(s) upon request from the bidder(s).

The Procurement Specialist will send a copy of the PO to the Program and the Fiscal Unit.

4.8 The following procedures should be followed when purchasing supplies, equipment or services under Category III (\$15,001 to \$25,000):

The steps used for Category II procurement should be followed by the Program staff.

The Procurement Specialist will post all Category III solicitations on eMaryland Marketplace and the HCHD Website.

At least twenty (20) working days must expire from the issue date to the due date for submission of bids.

- 4.9** The following procedures should be followed when a sole source procurement is required:

The Division Director, Fiscal Officer, and Health Officer must sign a Fund Certification approving the procurement;

A Sole Source Justification (see Appendix E) is prepared by the Program, approved by the Program Director and Health Officer. The Procurement Specialist then prepares the PO with the requirements and cost and sends the PO to the vendor.

- 4.10** To execute a Memorandum of Understanding (MOU) with a governmental agency, the following procedures should be followed:

The Program Director, Fiscal Officer and Health Officer must sign a Fund Certification approving the procurement;

Program staff will develop a MOU (Appendix F is an example of the format used for an MOU).

The Procurement Specialist will prepare the PO, which references the MOU, and sends the PO to the governmental agency named in the MOU.

5.0 APPENDICES

Appendix A – Purchase Requisition (PR)

Appendix B – Purchase Order/Small Procurement Contract (PO)

Appendix C – Fund Certification

Appendix D – Invitations for Bid (IFB)

Appendix E – Sole Source

Appendix F – Memorandum of Understanding (MOU)

**HARFORD COUNTY HEALTH DEPARTMENT
PURCHASE REQUISITION**

APPENDIX A

DEPARTMENT: _____ BUDGET CODE: _____ NAME: _____

PHONE: _____ ITEM NO.: _____ DATE: _____

SUGGESTED VENDOR: _____ REQUIRED BY DATE: _____

ORDER QUANTITY	U/M (unit of measure, i.e. box, case)	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT

APPROVED: _____ APPROVED: _____
Rev 07/09 Administration/Date Director/Date

**HARFORD COUNTY HEALTH DEPARTMENT
PURCHASE REQUISITION**

DEPARTMENT: _____ BUDGET CODE: _____ NAME: _____

PHONE: _____ ITEM NO.: _____ DATE: _____

SUGGESTED VENDOR: _____ REQUIRED BY DATE: _____

ORDER QUANTITY	U/M (unit of measure, i.e. box, case)	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT

APPROVED: _____ APPROVED: _____
Rev 07/09 Administration/Date Director/Date

APPENDIX B



DELIVER TO:				Tax Exempt: 30002563		PURCHASE ORDER NO.
HARFORD COUNTY HEALTH DEPARTMENT						
120 S. Hays St.				Procurement Officer: Madeline Churchman		<i>PO Number must appear on all invoices, packing lists, and related documents.</i>
Bel Air, Maryland 21014				Phone No.: 410-877-1006		
ISSUE DATE	DEPARTMENT	PCA	AOBJ	Terms	CONTRACT TERM/DELIVERY DATE	
				N30		
VENDOR:				BILL TO:		
				Harford County Health Department P.O. Box 797 Bel Air, Maryland 21014 P: 410-877-1053		
Special Instructions:				IMPORTANT		
				THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS AS REFERENCED HEREIN.		
LINE NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	
				\$0.00	\$0.00	
					\$0.00	

By: _____
 Madeline Churchman
 Procurement Specialist

Purchase Order Terms and Conditions

1. This purchase order becomes a binding contract between the Vendor and Harford County Health Department, Harford County, Maryland (hereinafter called the Department), subject to the terms and conditions hereof, when Vendor either accepts the order in writing, commences work, furnishes goods or performs services, or accepts payment under the purchase order.
2. The purchase order terms and conditions as stated herein shall govern in the event of conflict with any terms of Vendor's proposal, invoice, shipping or other document furnished by the Vendor.
3. Time is of the essence. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the Department shall have the right to purchase the goods and services on the open market, for immediate delivery, and Vendor shall be liable to the Department for any excess cost of same overprice shown on this purchase order.
4. Prices, as shown on this purchase order, are firm. This purchase is exempt from Maryland Sales and Federal Excise Taxes.
5. Goods delivered shall be free from any security interest or other lien or encumbrance. Title to goods purchased hereunder is good and the transfer rightful. Title shall pass directly from Vendor to the Department at the point of delivery shown on this purchase order, subject to the right of the Department to inspect and accept or reject goods.
6. Goods or services furnished under this purchase order must be of the quality specified and will be subject to inspection and acceptance by the Department. Goods found to be defective or not in conformance with specifications as to quality or performance will be replaced by the Vendor at no cost to the Department. Rejected goods shall be returned at the risk and expense of the Vendor. Goods shipped in excess of quantity indicated on this purchase order may be returned at the risk and expense of the Vendor.
7. When terms of delivery or conditions of this purchase order are F.O.B. destination, all transportation charges shall be paid by the Vendor. No freight or delivery charges will be paid by the Department unless specified in this purchase order. If freight or delivery charges are added, the bill of lading, properly receipted, must be attached to the Vendor's Invoice. No charge will be allowed by the Department for packing, boxing or cartage, and damage to any goods not properly packed shall be the responsibility of the Vendor.
8. Payment shall be made by the Department to the Vendor in accordance with the terms, if any, set forth in this purchase order; otherwise payment shall be made only after acceptance by the Department of goods or services ordered.
9. To preclude delay in payment, purchase order number must be shown on all invoices, delivery tickets, bills of lading, packages and/correspondence.
10. Invoices must be submitted to the Harford County Health Department, P.O. Box 797, Bel Air, Maryland 21014. Invoices must be completed in detail and indicate whether invoice covers partial or complete delivery of goods or performance of service.
11. If invoice is subject to cash discount, the discount period will be calculated from the date of receipt by the Department of the goods or service or receipt of Vendor's invoice, whichever is later. Errors or omissions in invoice will be considered just cause for withholding payment, without loss of the cash discount by the Department.
12. Vendor warrants it has complied with applicable laws, rules and ordinances of the United States, and of any state, municipality or other governmental authority or agency in the manufacture and sale of goods covered by this purchase order.
13. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.
14. In the event goods delivered under this purchase order shall be defective in any respect whatsoever. Vendor will indemnify and save harmless the Department from all loss or expense by reasons of all accidents, injuries or damages to persons or property resulting from of the goods or which are contributed to by said defective conditions.
15. Vendor warrants that there has been no infringement of copyrights or patent rights in manufacturing, producing or selling goods supplied under this purchase order. Vendor agrees to save and hold the Department harmless from any and all liability or loss on account thereof.
16. If any such work covered by this purchase order is to be done on Department premises, Vendor agrees to carry liability and worker's compensation insurance and to indemnify the Department against all liability, loss and damage arising out of any injuries to persons or property caused by the Vendor, his employees or agents.
17. Vendor agrees to comply with applicable federal, state and local laws relating to equal employment opportunity.
18. This purchase order may be canceled by the Department in whole or in part by written notice to Vendor, upon nonperformance or violation of the purchase order terms by the Vendor. In the event of cancellation, the Department may repurchase required goods or services on the open market and the Vendor shall be liable to reimburse the Department for costs in excess of the defaulted purchase order price(s). Vendor shall not be liable for delay or default in the performance of this purchase order due to Acts of God, war, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other cause of a similar character beyond Vendor's control and without Vendor's fault or negligence.
19. This purchase order is governed by the laws of the State of Maryland, Harford County and applicable Federal laws.
20. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

HARFORD COUNTY HEALTH DEPARTMENT FUNDING CERTIFICATION FORM
FOR CONTRACTUAL SERVICES OVER \$5,000

APPENDIX C

REQUESTING CERTIFICATION OF FUNDS IN CONJUNCTION WITH CONSULTANT CONTRACTS, STANDARD CONTRACTS, INFORMATION TECHNOLOGY SERVICES
PROCUREMENTS, SOLICITATIONS, OPTION RENEWALS (EXERCISE), & MODIFICATIONS

Type of Procurement Action (i.e., Consultant, IT, Vendor, etc.): _____
Vendor: _____

HCHD Tracking #: _____
Contract Monitor: _____
Ext: _____

PROGRAM NAME: _____

DESCRIBE SERVICES & PURPOSE: _____

ANTICIPATED CONTRACT COST/VALUE	CURRENT CONTRACT AMOUNT	MOD AMOUNT THIS ACTION	FINAL CONTRACT AMOUNT
	\$10,000.00	\$0.00	\$10,000.00

PCA	AOBJ	SELECT STATE FISCAL YEAR & ENTER AMOUNTS					TOTAL COST BY PCA
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
TOTAL COST: BY STATE FY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MODIFICATION AMT - THIS ACTION:		IF THIS IS A NO-COST MOD, ENTER A ZERO IN FIRST AMOUNT COLUMN					
		\$0.00					\$0.00
							\$0.00
							\$0.00
							\$0.00
TOTAL MOD COSTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEW CONTRACT TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ENTER THE NAME OF ALL BIDDERS; CIRCLE LETTER OF SELECTED BIDDER; CHECK BOX NEXT TO ALL BIDDERS WHO ARE MBE OR SBI

A. <input type="checkbox"/>	_____	\$	-	D. <input type="checkbox"/>	_____	\$	-
B. <input type="checkbox"/>	_____	\$	-	E. <input type="checkbox"/>	_____	\$	-
C. <input type="checkbox"/>	_____	\$	-	F. <input type="checkbox"/>	_____	\$	-

SOLICITATION ISSUED DATE _____ **OPTION PERIOD(S)** _____
CONTRACT START DATE _____ **PROCUREMENT METHOD** _____
CONTRACT END DATE _____

SELECTED VENDOR (S.S.N.I.F.E.I.N.) _____
VENDOR NAME _____
BILLING ADDRESS _____
BILLING ADDRESS _____
CITY/STATE/ZIP _____

* By my signature below, I certify that sufficient funds have have not been specifically provided in the budget for the services requested, and that the services are for State use. In either case, funds will be available from the above sources.

TYPED NAME / TITLE / PHONE #	SIGNATURE	DATE
Program Director -		4/8/2013
Fiscal Officer		
Health Officer / Deputy Health Officer		

HARFORD COUNTY HEALTH DEPARTMENT
INVITATION FOR BIDS

PROCUREMENT ID NUMBER: HCHD *XX-XXX*

ISSUE DATE: *[Insert date the solicitation is issued/posted]*

TITLE: *[Insert the title of the solicitation]*

THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL PROCUREMENT REGULATIONS AS DESCRIBED IN COMAR 21.05.07

1. **BID OBJECTIVE**

[Insert a brief summary of the reason for the solicitation]

2. **DESCRIPTION OF REQUIREMENTS**

[Insert detailed specifications to permit maximum practicable competition, but should not be written in a way that would favor one bidder over others]

3. **CONTRACT TERM** *[If applicable]*

The Contract resulting from this solicitation shall be for a term of one (1) year and shall commence on *[Insert mo/day/year contract will start]* and expire on *[Insert mo/day/year contract will expire]* *[Insert optional renewal term]*

4. **BID SUBMISSION**

5.1 Bid is due *[Insert mo/day/year]* NO LATER THAN 2:00:00 P.M. Bids received after the specified date and time will not be considered;

5.2 Bidder shall submit one bid only; and

5.3 Submissions will be accepted by one of the following methods:

Fax to: *[Insert fax number]*

E-mail to: *[Insert e-mail address]*

5. **BASIS OF AWARD**

[Insert how the contract will be awarded (e.g., lowest bid price, in whole or in part)]

6. **BILLING AND PAYMENT**

Insert all requirements elements for the billing and payment procedure

7. **ATTACHMENTS REQUIRING COMPLETION**

The following documents shall be completed in their entirety and shall include the signature of the Bidder's authorized agent:

- a) ATTACHMENT A: Bid Form
- b) ATTACHMENT B: Bid/Proposal Affidavit

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

[Insert title of the solicitation]

Bid No. HCHD XX-XXX

The submission of this bid in response to Bid No. HCHD **XX-XXX** evidences the Bidder’s acceptance to perform all services as specified in the bid specifications. The undersigned hereby submits the following bid:

[Insert bid total]

[Insert the following clause if a commodities bid]

Quantities shown are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of products; and that payment to the successful Bidder will be based on the unit price multiplied by the actual number of

GENERAL STATEMENT

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

- 2 In submitting this bid, it is understood that the Harford County Health Department reserves the right to cancel this bid at any time after issuance, to reject, in whole or in part, any and all bids 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 or persons signing this bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the bid’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

DETERMINATION OF SOLE SOURCE PROCUREMENT OF SERVICES
HARFORD COUNTY HEALTH DEPARTMENT

Type of Service:

Requesting Program Office:

Contract Cost: Actual () \$ _____ Estimated() \$ _____

Contractor:

Contract Term:

Justification (If more space is needed, use reverse side):

In accordance with COMAR section 21.05.05.02B (Sole Source) these authorized officials have determined that the procurement identified above constitutes a justified non-competitive procurement.

Program Director

(Signature)

(Title) (Date)

Health Officer

Susan Kelly, EHS
Harford County Health Department

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
THE Harford COUNTY HEALTH DEPARTMENT

This Memorandum of Understanding (MOU) is entered into between the Maryland State Department of Health and Mental Hygiene (DHMH) and the Harford County government, a body corporate and politic, on behalf of the Harford County Health Department (HCHD), (the parties) for the purpose of enabling HCHD to issue certified copies of birth and death certificates to authorized applicants.

WHEREAS, the Secretary of Health and Mental Hygiene is charged with the duties of collecting birth and death certificates and in general with the responsibility of administering the vital records statutes and regulations, Md. Code Ann., Health-General (Health-General), Title 4, Subtitle 2, and COMAR 10.03.01; and

WHEREAS, Health General §4-217 requires the Secretary of Health and Mental Hygiene to issue a copy of a certified birth or death certificate to a person authorized by regulation to receive a copy of the certificate, and this issuance is carried out by the Division of Vital Records (DVR) of the Vital Statistics Administration (VSA) of DHMH; and

WHEREAS effective October 1, 1998, Health-General §4-217 authorizes a local health department to access electronically birth certificate data registered with DHMH and issue certified copies of birth certificates to authorized persons.

NOW therefore, the Parties agree as follows:

1. HCHD will issue, according to the terms of this MOU, certified copies of birth certificates by accessing electronically the database of DVR.
2. HCHD will accept only in-person applications for certified copies of birth and death certificates.
3. HCHD will determine if an applicant is authorized to receive a copy of the requested birth or death certificate.
4. HCHD will determine that an applicant is authorized to receive a copy of a birth certificate if the completed application and a photographic identification card of the applicant verifying the applicant's identity are submitted by:
 - a. An individual who presents an original copy of an order of a court of competent jurisdiction, which order specifies that a copy of birth certificate be given to the individual;
 - b. The individual who is the subject of the record;
 - c. A parent of the subject of the record who is named on the birth certificate;

- d. A guardian or other authorized representative of the subject of the record who presents appropriate documentation proving the relationship to the subject of the record; or
 - e. An individual who presents a notarized affidavit from an individual listed in b, c, or d above, which affidavit authorizes release of the record to the individual.
5. If HCHD determines that the applicant is authorized to receive a copy of the requested birth certificate, HCHD will access the database of DVR to determine if the requested record exists in the database. If the record is in the database, HCHD will print a copy of the birth record from the database for the applicant.
6. HCHD will collect a \$30 fee from the applicant for each birth certificate issued. From this fee, HCHD will submit \$20 to DHMH for transfer to the General Fund. HCHD will retain the remainder of the fee to cover its costs for the issuance of the certificate. HCHD will calculate the fee charged based on the fee structure set forth in Appendix 1.
7. HCHD determines for an authorized applicant that the requested record is not in the database, but it is on file at DVR,
 - a. HCHD will:
 - i. Accept the application for the record;
 - ii. Collect from the applicant a \$24.00 fee for the issuance of the record;
 - iii. Transmit the application electronically to DVR; and
 - iv. Submit \$20 of the \$24 fee to DHMH for transfer to the General Fund and retain \$4.00 to cover its administrative costs; and
 - b. DVR will process the application and mail the requested birth certificate to the specified address within two (2) days.
8. HCHD may accept registrations for Maryland deaths from Funeral Directors.
9. HCHD will issue copies of death records for only thirty (30) days, i.e., the 30-day time period begins on the date of a death. Original copies of death records will be retained at HCHD for seven (7) days. At the close of the seventh day, the original certificate will be sent to DVR. HCHD will retain a back-up copy at its office from which copies can be issued after the seven (7) day period and during the remainder of the thirty (30) day period. **After the thirty (30) day period, the copies retained by HCHD will be sent to the local health department where the death occurred.** Additional certified copies will be issued only by the central office of DVR.
10. HCHD will collect a \$20 fee from the applicant for each death certificate issued. From this fee, HCHD will submit \$12.00 to DHMH for transfer to the General Fund. HCHD will retain the remainder of the fee to cover its costs for the issuance of the certificate. HCHD will calculate the fee charged based on the fee structure set forth in Appendix 2.

11. In order for DHMH to transfer the fees to the General Fund as set forth in paragraphs 6,7, and 10 of this MOU, HCHD will prepare two monthly cash receipts reports: one for birth certificate applications accepted and one for death certificate applications accepted. These reports will be forwarded to DVR at the end of each month so that the exchange of funds can be carried out by Journal Entry through General Accounting.
12. VSA will train the appropriate HCHD staff in all procedures relating to the issuance and registration of birth and death certificates.
13. HCHD and its individual staff persons will, according to the provisions of Md. Code Ann., Health-General Title 4, Subtitle 2, maintain the confidentiality of all vital records information they access, and be subject to all penalties for unauthorized release of vital records information.
14. HCHD will keep all vital records certificate paper and documentation submitted by applicants in a secure location accessible only to authorized personnel and will store all vital records certificates paper and documentation in a secure locked location when it is not in use.
15. HCHD will refer individuals to DVR for amendments to or corrections of vital records certificates, for expedited services such as overnight mail deliveries utilizing credit card payment, and when HCHD cannot determine by accessing the database whether a requested certificate is on file at DVR.
16. This MOU takes effect upon its signing by the Parties. The provisions of this MOU will continue until the Parties mutually agree in writing to terminate this MOU. Either Party may terminate this MOU sixty (60) days after serving notice of termination to the other Party.
17. HCHD will operate so that no employee or applicant for employment is discriminated against because of sex, race, age, color, religion, creed, marital status, ancestry, national origin, or disability of a qualified individual with a disability. Except in subcontracts for standard commercial supplies or raw materials, HCHD will include a clause similar to this clause in all subcontracts. HCHD and each subcontractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
18. This MOU may be amended as the Parties mutually agree in writing.

Signature of Health Officer

Date

Printed name of Health Officer

Geneva G. Sparks
State Registrar and Deputy Director
Division of Vital Records

Date

SAMPLE

APPENDIX 1

Fee Structure for Birth Certificates

Transferred to General Fund	\$20.00
Health Department Cost	\$
Fee Charged	\$

SAMPLE

APPENDIX 2

Fee Structure for Death Certificates

Transferred to General Fund	\$12.00
Health Department Cost	\$
Fee Charged	

SAMPLE

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above 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 Article 27, Section 641 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):

C. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) 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;

(2) 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 contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) Maryland (domestic) corporation
 foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____