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# Maryland Register

Issue Date: April 12, 2019

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Volume 46 • Issue 8 • Pages 391—430

## IN THIS ISSUE

General Assembly  
Judiciary  
Regulations  
Errata  
General Notices

Pursuant to State Government Article, §7-206, Annotated Code of Maryland, this issue contains all previously unpublished documents required to be published, and filed on or before March 25, 2019, 5 p.m.

Pursuant to State Government Article, §7-206, Annotated Code of Maryland, I hereby certify that this issue contains all documents required to be codified as of March 25, 2019.

Gail S. Klakring  
Administrator, Division of State Documents  
Office of the Secretary of State



# Information About the Maryland Register and COMAR

## MARYLAND REGISTER

The Maryland Register is an official State publication published every other week throughout the year. A cumulative index is published quarterly.

The Maryland Register is the temporary supplement to the Code of Maryland Regulations. Any change to the text of regulations published in COMAR, whether by adoption, amendment, repeal, or emergency action, must first be published in the Register.

The following information is also published regularly in the Register:

- Governor's Executive Orders
- Attorney General's Opinions in full text
- Open Meetings Compliance Board Opinions in full text
- State Ethics Commission Opinions in full text
- Court Rules
- District Court Administrative Memoranda
- Courts of Appeal Hearing Calendars
- Agency Hearing and Meeting Notices
- Synopses of Bills Introduced and Enacted by the General Assembly
- Other documents considered to be in the public interest

## CITATION TO THE MARYLAND REGISTER

The Maryland Register is cited by volume, issue, page number, and date. Example:

- 19:8 Md. R. 815—817 (April 17, 1992) refers to Volume 19, Issue 8, pages 815—817 of the Maryland Register issued on April 17, 1992.

## CODE OF MARYLAND REGULATIONS (COMAR)

COMAR is the official compilation of all regulations issued by agencies of the State of Maryland. The Maryland Register is COMAR's temporary supplement, printing all changes to regulations as soon as they occur. At least once annually, the changes to regulations printed in the Maryland Register are incorporated into COMAR by means of permanent supplements.

## CITATION TO COMAR REGULATIONS

COMAR regulations are cited by title number, subtitle number, chapter number, and regulation number. Example: COMAR 10.08.01.03 refers to Title 10, Subtitle 08, Chapter 01, Regulation 03.

## DOCUMENTS INCORPORATED BY REFERENCE

Incorporation by reference is a legal device by which a document is made part of COMAR simply by referring to it. While the text of an incorporated document does not appear in COMAR, the provisions of the incorporated document are as fully enforceable as any other COMAR regulation. Each regulation that proposes to incorporate a document is identified in the Maryland Register by an Editor's Note. The Cumulative Table of COMAR Regulations Adopted, Amended or Repealed, found online, also identifies each regulation incorporating a document. Documents incorporated by reference are available for inspection in various depository libraries located throughout the State and at the Division of State Documents. These depositories are listed in the first issue of the Maryland Register published each year. For further information, call 410-974-2486.

## HOW TO RESEARCH REGULATIONS

An Administrative History at the end of every COMAR chapter gives information about past changes to regulations. To determine if there have been any subsequent changes, check the "Cumulative Table of COMAR Regulations Adopted, Amended, or Repealed" which is found online at <http://www.dsd.state.md.us/PDF/CumulativeTable.pdf>. This table lists the regulations in numerical order, by their COMAR number, followed by the citation to the Maryland Register in which the change occurred. The Maryland Register serves as a temporary supplement to COMAR, and the two publications must always be used together. A Research Guide for Maryland Regulations is available. For further information, call 410-260-3876.

## SUBSCRIPTION INFORMATION

For subscription forms for the Maryland Register and COMAR, see the back pages of the Maryland Register. Single issues of the Maryland Register are \$15.00 per issue.

## CITIZEN PARTICIPATION IN THE REGULATION-MAKING PROCESS

Maryland citizens and other interested persons may participate in the process by which administrative regulations are adopted, amended, or repealed, and may also initiate the process by which the validity and applicability of regulations is determined. Listed below are some of the ways in which citizens may participate (references are to State Government Article (SG), Annotated Code of Maryland):

- By submitting data or views on proposed regulations either orally or in writing, to the proposing agency (see "Opportunity for Public Comment" at the beginning of all regulations appearing in the Proposed Action on Regulations section of the Maryland Register). (See SG, §10-112)
- By petitioning an agency to adopt, amend, or repeal regulations. The agency must respond to the petition. (See SG §10-123)
- By petitioning an agency to issue a declaratory ruling with respect to how any regulation, order, or statute enforced by the agency applies. (SG, Title 10, Subtitle 3)
- By petitioning the circuit court for a declaratory judgment on the validity of a regulation when it appears that the regulation interferes with or impairs the legal rights or privileges of the petitioner. (SG, §10-125)
- By inspecting a certified copy of any document filed with the Division of State Documents for publication in the Maryland Register. (See SG, §7-213)

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**Lawrence J. Hogan, Jr.**, Governor; **John C. Wobensmith**, Secretary of State; **Gail S. Klakring**, Administrator; **Mary D. MacDonald**, Senior Editor, Maryland Register and COMAR; **Elizabeth Ramsey**, Editor, COMAR Online, and Subscription Manager; **Tami Cathell**, Help Desk, COMAR and Maryland Register Online.

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## PERSONS WITH DISABILITIES

Individuals with disabilities who desire assistance in using the publications and services of the Division of State Documents are encouraged to call (410) 974-2486, or (800) 633-9657, or FAX to (410) 974-2546, or through Maryland Relay.

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### COMAR Online

The Code of Maryland Regulations is available at [www.dsd.state.md.us](http://www.dsd.state.md.us) as a free service of the Office of the Secretary of State, Division of State Documents. The full text of regulations is available and searchable. Note, however, that the printed COMAR continues to be the only official and enforceable version of COMAR.

The Maryland Register is also available at [www.dsd.state.md.us](http://www.dsd.state.md.us).

For additional information, visit [www.dsd.state.md.us](http://www.dsd.state.md.us), Division of State Documents, or call us at (410) 974-2486 or 1 (800) 633-9657.

### Availability of Monthly List of Maryland Documents

The Maryland Department of Legislative Services receives copies of all publications issued by State officers and agencies. The Department prepares and distributes, for a fee, a list of these publications under the title “Maryland Documents”. This list is published monthly, and contains bibliographic information concerning regular and special reports, bulletins, serials, periodicals, catalogues, and a variety of other State publications. “Maryland Documents” also includes local publications.

Anyone wishing to receive “Maryland Documents” should write to: Legislative Sales, Maryland Department of Legislative Services, 90 State Circle, Annapolis, MD 21401.

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## CLOSING DATES and ISSUE DATES through JANUARY 2020

Issue Date	Emergency and Proposed Regulations 5 p.m.*	Notices, etc. 10:30 a.m.	Final Regulations 10:30 a.m.
<b>2019</b>			
April 26	April 8	April 15	April 17
May 10	April 22	April 29	May 1
May 24	May 6	May 13	May 15
June 7	May 20	May 24**	May 29
June 21	June 3	June 10	June 12
July 5	June 17	June 24	June 26
July 19	July 1	July 8	July 10
August 2	July 15	July 22	July 24
August 16	July 29	August 5	August 7
August 30	August 12	August 19	August 21
September 13	August 26	August 30**	September 4
September 27	September 9	September 16	September 18
October 11	September 23	September 30	October 2
October 25	October 7	October 11**	October 16
November 8	October 21	October 28	October 30
November 22	November 4	November 8**	November 13
December 6	November 18	November 25	November 27
December 20	December 2	December 9	December 11
<b>2020</b>			
January 3	December 16	December 23	December 24**
January 17	December 30	January 6	January 8
January 31	January 13	January 17**	January 22

\* Deadlines are for submissions to **DSD** for publication in the Maryland Register and do not take into account the 15-day AELR review period. Due date for documents containing 8 to 18 pages is 48 hours before the date listed; due date for documents exceeding 18 pages is 1 week before the date listed.

**NOTE: ALL DOCUMENTS MUST BE SUBMITTED IN TIMES NEW ROMAN, 9-POINT, SINGLE-SPACED FORMAT. THE PAGE COUNT REFLECTS THIS FORMATTING.**

\*\* Note closing date changes.

\*\*\* Note issue date changes.

**The regular closing date for Proposals and Emergencies is Monday.**

## REGULATIONS CODIFICATION SYSTEM

Under the COMAR codification system, every regulation is assigned a unique four-part codification number by which it may be identified. All regulations found in COMAR are arranged by title. Each title is divided into numbered subtitles, each subtitle is divided into numbered chapters, and each chapter into numbered regulations.

**09.12.01.01D(2)(c)(iii)**  
 Title      Subtitle      Chapter      Regulation      Section      Subsection      Paragraph      Subparagraph

A regulation may be divided into lettered sections, a section divided into numbered subsections, a subsection divided into lettered paragraphs, and a paragraph divided into numbered subparagraphs.

## Cumulative Table of COMAR Regulations Adopted, Amended, or Repealed

This table, previously printed in the Maryland Register lists the regulations, by COMAR title, that have been adopted, amended, or repealed in the Maryland Register since the regulations were originally published or last supplemented in the Code of Maryland Regulations (COMAR). The table is no longer printed here but may be found on the Division of State Documents website at [www.dsd.state.md.us](http://www.dsd.state.md.us).

### Table of Pending Proposals

The table below lists proposed changes to COMAR regulations. The proposed changes are listed by their COMAR number, followed by a citation to that issue of the Maryland Register in which the proposal appeared. Errata pertaining to proposed regulations are listed, followed by "(err)". Regulations referencing a document incorporated by reference are followed by "(ibr)". None of the proposals listed in this table have been adopted. A list of adopted proposals appears in the Cumulative Table of COMAR Regulations Adopted, Amended, or Repealed.

#### 01 EXECUTIVE DEPARTMENT

**01.02.11.01—,10,,14,,16—,22** • 45:23 Md. R. 1073 (11-9-18)

#### 03 COMPTROLLER OF THE TREASURY

**03.03.05.04** • 45:18 Md. R. 835 (8-31-18)

#### 05 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**05.02.01.01—,07** • 46:1 Md. R. 16 (1-4-19) (ibr)

**05.02.02.01—,12** • 46:1 Md. R. 16 (1-4-19)

**05.02.03.01—,07** • 46:1 Md. R. 16 (1-4-19)

**05.02.04.01—,18** • 46:1 Md. R. 16 (1-4-19) (ibr)

**05.02.06.01,,02** • 46:1 Md. R. 16 (1-4-19)

**05.02.07.01—,09** • 46:1 Md. R. 16 (1-4-19) (ibr)

**05.16.01.01—,08** • 46:1 Md. R. 16 (1-4-19)

**05.20.04.01—,10** • 46:6 Md. R. 348 (3-15-19)

#### 09 DEPARTMENT OF LABOR, LICENSING, AND REGULATION

**09.03.06.02—,25** • 46:5 Md. R. 315 (3-1-19)

**09.20.02.03,,05,,11** • 46:7 Md. R. 372 (3-29-19)

**09.21.01.04—,07** • 46:8 Md. R. 404 (4-12-19)

**09.22.01.11** • 46:7 Md. R. 373 (3-29-19)

**09.34.01.11,,13** • 45:21 Md. R. 982 (10-12-18)

#### 10 MARYLAND DEPARTMENT OF HEALTH

##### Subtitles 01—08 (1st volume)

**10.01.04.02** • 45:24 Md. R. 1169 (11-26-18)

**10.06.02.03** • 46:3 Md. R. 111 (2-1-19)

**10.07.02.01—,80** • 46:4 Md. R. 192 (2-15-19) (ibr)

46:5 Md. R. 329 (3-1-19) (err)

46:6 Md. R. 354 (3-15-19) (err)

##### Subtitle 09 (2nd volume)

**10.09.05.01—,05,,07** • 46:1 Md. R. 22 (1-4-19)

46:2 Md. R. 90 (1-18-19) (err)

**10.09.07.01,,03—,06** • 46:2 Md. R. 57 (1-18-19)

**10.09.07.08** • 45:23 Md. R. 1077 (11-9-18)

**10.09.08.05** • 46:2 Md. R. 58 (1-18-19)

**10.09.10.07,,08,,11,,13** • 45:23 Md. R. 1080 (11-9-18)

**10.09.20.14** • 45:23 Md. R. 1077 (11-9-18)

**10.09.24.02,,03,,08-2** • 45:26 Md. R. 1253 (12-21-18)

**10.09.27.06** • 45:23 Md. R. 1077 (11-9-18)

**10.09.28.01—,04,,06** • 46:2 Md. R. 59 (1-18-19)

**10.09.53.07** • 45:23 Md. R. 1077 (11-9-18)

**10.09.54.22** • 45:23 Md. R. 1077 (11-9-18)

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**10.13.04.01—,03** • 46:3 Md. R. 112 (2-1-19)

**10.15.09.01—,22** • 46:3 Md. R. 114 (2-1-19) (ibr)

**10.17.01.05,,06,,06-1,,07—,11,,55** • 46:2 Md. R. 64 (1-18-19)

**10.18.01.02,,04,,05** • 46:3 Md. R. 126 (2-1-19)

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**10.18.06.01,,03,,04,,04-1,,04-2,,05,,09,,11** • 46:3 Md. R. 126 (2-1-19)

**10.18.07.01—,04,,06,,07,,11** • 46:3 Md. R. 126 (2-1-19)

**10.18.10.02—,05** • 46:3 Md. R. 126 (2-1-19)

**10.22.17.06,,07,,08** • 45:26 Md. R. 1255 (12-21-18)

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- 10.27.01.01,.13 • 45:24 Md. R. 1170 (11-26-18)
- 10.27.06.01—.06 • 45:26 Md. R. 1264 (12-21-18)
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- 13A.15.12.01 • 46:4 Md. R. 227 (2-15-19)
- 13A.15.13.02, .05—.09 • 46:4 Md. R. 227 (2-15-19)
- 13A.15.14.01, .03 and .04 • 46:4 Md. R. 227 (2-15-19)
- 13A.15.15.03 and .04 • 46:4 Md. R. 227 (2-15-19)
- 13A.16.01.01 and .02 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.02.01—.04 and .06 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.03.01—.06 and .09 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.05.05, .12 and .13 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.06.03—.06 and .09—.13 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.07.02, .03 and .06 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.08.01, .03 and .06 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.09.04 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.10.02 and .05 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.11.02—.04 and .06 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.12.01 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.13.02 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.14.01 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.15.03 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.16.02—.04 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.17.01 and .03—.08 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.18.01—.05 • 46:4 Md. R. 237 (2-15-19)
- 13A.16.19.03 and .04 • 46:4 Md. R. 237 (2-15-19)
- 13A.17.01.02 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.02.01, .02, .05 and .06 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.03.02—.06 and .09 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.05.05, .12 and .13 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.06.02—.05 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.07.02, .03 and .06 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.08.06 and .08 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.10.01 and .02 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.11.02—.04 and .06 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.12.01 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.13.01 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.14.02 and .03 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.15.01 and .03—.08 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.16.01—.05 • 46:4 Md. R. 249 (2-15-19)
- 13A.17.17.03 and .04 • 46:4 Md. R. 249 (2-15-19)
- 13A.18.01.02 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.02.01—.08 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.03.02—.06 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.04.04 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.05.05, .12 and .13 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.06.03—.08 and .10 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.07.02 and .03 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.08.01, .02, .06 and .08 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.09.04 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.10.01 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.11.02—.04 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.12.01 and .06 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.14.02, and .05—.09 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.15.01, .03 and .04 • 46:4 Md. R. 258 (2-15-19)
- 13A.18.16.03 and .04 • 46:4 Md. R. 258 (2-15-19)

**13B MARYLAND HIGHER EDUCATION COMMISSION**

- 13B.09.01.01—.07 • 46:6 Md. R. 351 (3-15-19)

**14 INDEPENDENT AGENCIES**

- 14.09.11.01 • 46:6 Md. R. 352 (3-15-19)
- 14.22.01.02,,07 • 46:7 Md. R. 376 (3-29-19)
- 14.37.01.01,,02 • 46:7 Md. R. 377 (3-29-19)
- 14.37.02.01—,06 • 46:7 Md. R. 377 (3-29-19)
- 14.37.03.01,,02 • 46:7 Md. R. 377 (3-29-19)
- 14.37.04.01,,02 • 46:7 Md. R. 377 (3-29-19)
- 14.37.05.01,,02 • 46:7 Md. R. 377 (3-29-19)

**35 DEPARTMENT OF VETERANS AFFAIRS**

- 35.07.01.01—,04 • 46:2 Md. R. 88 (1-18-19)

**21 STATE PROCUREMENT REGULATIONS**

- 21.01.02.01 • 46:8 Md. R. 411 (4-12-19)
- 21.02.01.05 • 46:8 Md. R. 411 (4-12-19)
- 21.05.01.04,,04-1 • 46:8 Md. R. 411 (4-12-19)
- 21.05.02.08 • 46:8 Md. R. 411 (4-12-19)
- 21.05.12.03 • 46:8 Md. R. 411 (4-12-19)
- 21.07.01.14,,27,,28 • 46:8 Md. R. 411 (4-12-19)
- 21.07.02.02—,05,,06—,09,,11 • 46:8 Md. R. 411 (4-12-19)
- 21.11.01.02,,05 • 46:8 Md. R. 411 (4-12-19)
- 21.11.03.09—,11 • 46:8 Md. R. 411 (4-12-19)
- 21.11.13.04 • 46:8 Md. R. 411 (4-12-19)
- 21.13.01.03 • 46:8 Md. R. 411 (4-12-19)

**26 DEPARTMENT OF THE ENVIRONMENT**

**Subtitles 08—12 (Part 2)**

- 26.08.01.01 • 46:3 Md. R. 155 (2-1-19)
- 26.08.04.01 • 46:3 Md. R. 155 (2-1-19) (ibr)
- 26.11.34.02 • 46:7 Md. R. 379 (3-29-19) (ibr)

**Subtitles 13 — 18 (Part 3)**

- 26.17.02.08,,09 • 46:3 Md. R. 156 (2-1-19) (ibr)

**31 MARYLAND INSURANCE ADMINISTRATION**

- 31.04.04.01 • 46:7 Md. R. 381 (3-29-19)
- 31.09.04.03 • 46:2 Md. R. 82 (1-18-19)
- 31.10.06.02,,28,,30,,31 • 45:23 Md. R. 1119 (11-9-18)
- 31.15.12.03 • 46:2 Md. R. 84 (1-18-19)

**33 STATE BOARD OF ELECTIONS**

- 33.08.05.01,,08—,10 • 46:5 Md. R. 324 (3-1-19)
- 33.10.02.01—,41 • 46:5 Md. R. 325 (3-1-19)
- 33.10.03.01—,41 • 46:5 Md. R. 325 (3-1-19)
- 33.12.06.01—,05 • 46:5 Md. R. 325 (3-1-19)
- 33.13.01.01 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.07.01,,02 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.10.02 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.10.03 • 46:5 Md. R. 326 (3-1-19)
- 33.13.15.13 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.17.01,,02 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.19.01—,04 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.20.01,,02 • 45:21 Md. R. 1003 (10-12-18)
- 33.13.21.01—,04 • 46:5 Md. R. 326 (3-1-19)
- 33.13.22.01—,07 • 45:21 Md. R. 1003 (10-12-18)
- 33.16.07.02 • 46:5 Md. R. 324 (3-1-19)
- 33.17.01.02 • 46:5 Md. R. 325 (3-1-19)
- 33.17.05.02 • 46:5 Md. R. 325 (3-1-19)



# The General Assembly

For additional up-to-date information concerning bills introduced in the General Assembly, log on to <http://mlis.state.md.us> and click on Bill Information and Status. You may then enter a specific bill number for information about that bill. You may also click on Senate Synopsis or House Synopsis for the most recent synopsis list for each house, or click on Synopsis Index for a listing of all bill synopses since the beginning of the legislative session.

## SYNOPSIS NO. 4

### House Bills

- HB1428** The Spkr University of Maryland Medical System Corporation - Board of Directors, Ethics, and Performance Audit.  
**HB1429** Del Impallaria Maryland Pilots Act - Refusal of Tugboat Services - Pilot Assignment and Reporting.  
**HB1430** The Mnrty Ldr (Admin) Congressional Districting Plan - Sixth and Eighth Congressional Districts.  
 [19-08-22]

### Senate Bills

- SB1049** Sen Waldstreicher. Civil Actions - Office of Asbestos Case Mediation and Resolution.  
**SB1050** The Mnrty Ldr (Admin). Congressional Districting Plan - Sixth and Eighth Congressional Districts.  
 [19-08-23]

### Chapters

- CH0001 HB0336 (Enrolled)** Del Feldmark, et al Civilian Federal Employees – Unemployment Insurance Benefits and Federal Government Shutdown Employee Assistance Loan Fund (Federal Shutdown Paycheck Protection Act).  
**CH0002 SB0391 (Amended)** Sen Feldman, et al Civilian Federal Employees – Unemployment Insurance Benefits and Federal Government Shutdown Employee Assistance Loan Fund (Federal Shutdown Paycheck Protection Act).  
**CH0003 SB0156** Sen Elfreth Mandated Appropriation - City of Annapolis – Services.  
**CH0004 HB0129** Dels Busch and Cain Mandated Appropriation - City of Annapolis – Services.  
**CH0005 SB0094 (Amended)** The Pres (DLS) State Government - Consumer Price Index - Revised Statutory References.  
**CH0006 SB0112 (Amended)** The Pres Mandated Reports and Statutory Commissions, Councils, and Committees – Revisions.  
**CH0007 SB0579** The Pres (DLS) Annual Curative Bill.  
**CH0008 SB0580** The Pres (DLS) Annual Corrective Bill.  
**CH0009 SB0300** Sen Benson, et al Prevailing Wage Rates - Public Work Contracts - Suits by Employees.  
**CH0010 HB0166 (Enrolled)** Del Fennell, et al Labor and Employment – Payment of Wages – Minimum Wage (Fight for Fifteen).  
**CH0011 SB0280 (Enrolled)** Sen McCray, et al Labor and Employment – Payment of Wages – Minimum Wage (Fight for Fifteen).  
**CH0012 HB1052 (Enrolled)** Del Miller (By Request) Alcohol and Tobacco Commission.  
**CH0013 SB0128 (Enrolled)** Sens Pinsky and King Community Control of School Calendars Act.  
 [19-08-24]

# The Judiciary

## COURT OF APPEALS OF MARYLAND

### DISCIPLINARY PROCEEDINGS

This is to certify that by Order of the Court of Appeals dated March 29, 2019, **BRANDI SHANEE NAVE**, 8403 Colesville Road, Suite 1100, Silver Spring, Maryland 20910, has been indefinitely suspended, effective immediately, from the further practice of law in this State, and her name as an attorney at law has been stricken from the register of attorneys in this Court (Maryland Rule 19-761).

\* \* \* \* \*

This is to certify that by an Order of the Court of Appeals dated March 29, 2019, **REGINA WANJIRU NJOGU**, 804 Cougar Pointe Circle, Seven Valleys, Pennsylvania 17360, has been replaced upon the register of attorneys in the Court of Appeals as of March 29, 2019. Notice of this action is certified in accordance with (Maryland Rule 19-761).

\* \* \* \* \*

This is to certify that by an Opinion and Order of the Court of Appeals dated March 29, 2019, **JON A. LEFKOWITZ**, 3054 Bedford Avenue, Brooklyn, New York 11210, has been disbarred, effective immediately, from the further practice of law in this State, and his name as an attorney at law has been stricken from the register of attorneys in this Court (Maryland Rule 19-761).

[19-08-21]

# Final Action on Regulations

## Symbol Key

- Roman type indicates text already existing at the time of the proposed action.
- *Italic type* indicates new text added at the time of proposed action.
- Single underline, italic indicates new text added at the time of final action.
- Single underline, roman indicates existing text added at the time of final action.
- [[Double brackets]] indicate text deleted at the time of final action.

## Title 09 DEPARTMENT OF LABOR, LICENSING, AND REGULATION

### Subtitle 10 RACING COMMISSION

#### 09.10.01 Thoroughbred Rules

Authority: Business Regulation Article, §11-210, Annotated Code of Maryland

#### Notice of Final Action

[19-050-F]

On March 28, 2019, the Maryland Racing Commission adopted the repeal of existing Regulation .64 and adopted new Regulation .64 under **COMAR 09.10.01 Thoroughbred Rules**. This action, which was proposed for adoption in 46:3 Md. R. 110 (February 1, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

MICHAEL J. ALGEO  
Chairman  
Maryland Racing Commission

### Subtitle 10 RACING COMMISSION

#### 09.10.03 Prohibited Acts

Authority: Business Regulation Article, §11-210, Annotated Code of Maryland

#### Notice of Final Action

[19-051-F]

On March 28, 2019, the Maryland Racing Commission adopted amendments to Regulation .04 under **COMAR 09.01.03 Prohibited Acts**. This action, which was proposed for adoption in 46:3 Md. R. 110—111 (February 1, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

MICHAEL J. ALGEO  
Chairman  
Maryland Racing Commission

## Subtitle 14 STATE ATHLETIC COMMISSION

### 09.14.02 Applications and Licensing

Authority: Business Regulation Article, §§4-205, 4-301, and 4-303, Annotated Code of Maryland

#### Notice of Final Action

[18-352-F]

On March 27, 2019, the State Athletic Commission adopted new Regulation .08 under **COMAR 09.14.02 Applications and Licensing**. This action, which was proposed for adoption in 46:1 Md. R. 22 (January 4, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

DAVID NORMAN  
Chairman  
State Athletic Commission

## Title 20 PUBLIC SERVICE COMMISSION

### Subtitle 31 TERMINATIONS OF SERVICE

#### Notice of Final Action

[19-035-F]

On March 27, 2019, the Public Service Commission adopted amendments to:

(1) Regulation .02 under **COMAR 20.31.01 General Regulations**; and

(2) Regulation .06 under **COMAR 20.31.03 Restrictions on Terminations**.

This action, which was proposed for adoption in 46:3 Md. R. 147—149 (February 1, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

TERRY J. ROMINE  
Executive Secretary  
Public Service Commission

## Subtitle 70 SERVICE SUPPLIED BY WATER COMPANIES

### 20.70.09 *Establishing Rates for Small Water Companies*

Authority: Public Utilities Article, §§2-113, 2-121, and 4-203(c), Annotated Code of Maryland

#### Notice of Final Action

[19-033-F]

On March 27, 2019, the Public Service Commission adopted new Regulations **.01—06** under a new chapter, **COMAR 20.70.09 Establishing Rates for Small Water Companies**. This action, which was proposed for adoption in 46:3 Md. R. 149—151 (February 1, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

TERRY J. ROMINE  
Executive Secretary  
Public Service Commission

## Subtitle 75 SERVICE SUPPLIED BY SEWAGE DISPOSAL COMPANIES

### 20.75.08 *Establishing Rates for Small Sewage Disposal Companies*

Authority: Public Utilities Article, §§2-113, 2-121, and 4-203(c), Annotated Code of Maryland

#### Notice of Final Action

[19-034-F]

On March 27, 2019, the Public Service Commission adopted new Regulations **.01—06** under a new chapter, **COMAR 20.75.08 Establishing Rates for Small Sewage Disposal Companies**. This action, which was proposed for adoption in 46:3 Md. R. 151—153 (February 1, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

TERRY J. ROMINE  
Executive Secretary  
Public Service Commission

## Subtitle 09 LIFE INSURANCE AND ANNUITIES

### 31.09.02 Variable Life Insurance

Authority: Insurance Article, §§2-109 and 16-601—16-603, Annotated Code of Maryland

#### Notice of Final Action

[19-005-F]

On March 28, 2019, the Insurance Commissioner adopted amendments to Regulation **.11** under **COMAR 31.09.02 Variable Life Insurance**. This action, which was proposed for adoption in 46:2 Md. R. 81—82 (January 18, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

ALFRED W. REDMER, JR.  
Insurance Commissioner

#### Notice of Final Action

[19-003-F]

On March 28, 2019, the Insurance Commissioner adopted amendments to:

(1) Regulation **.04** under **COMAR 31.10.25 Required Standard Provisions for Individual Nonprofit Health Service Plan Contracts**;

(2) Regulation **.05** under **COMAR 31.10.28 Individual Health Insurance Contracts — Standard Provisions and Exclusions**; and

(3) Regulation **.05** under **COMAR 31.12.07 Required Standard Provisions**.

This action, which was proposed for adoption in 46:2 Md. R. 83—84 (January 18, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

ALFRED W. REDMER, JR.  
Insurance Commissioner

# Title 31 MARYLAND INSURANCE ADMINISTRATION

## Subtitle 04 INSURERS

### 31.04.15 Antifraud Plans

Authority: Health-General Article, §19-706(e); Insurance Article, §§2-109, 8-321.1, and 27-803; Annotated Code of Maryland

#### Notice of Final Action

[19-007-F]

On March 28, 2019, the Insurance Commissioner adopted amendments to Regulation **.04** under **COMAR 31.04.15 Antifraud Plans**. This action, which was proposed for adoption in 46:2 Md. R. 80—81 (January 18, 2019), has been adopted as proposed.

**Effective Date: April 22, 2019.**

ALFRED W. REDMER, JR.  
Insurance Commissioner

# Withdrawal of Regulations

## Title 10 MARYLAND DEPARTMENT OF HEALTH

### Notice of Withdrawal

[18-074-W]

Pursuant to State Government Article, §10-116(b), Annotated Code of Maryland, notice is given that the proposal to repeal the following regulations, as published in 45:7 Md. R. 357 (March 30, 2018), has been withdrawn by operation of law:

(1) Regulations .01—.12 under COMAR 10.21.04 Community Mental Health Programs—Group Homes for Adults with Mental Illness;

(2) Regulations .01—.16 under COMAR 10.21.16 Community Mental Health Programs—Application, Approval, and Disciplinary Processes;

(3) Regulations .01—.17 under COMAR 10.21.17 Community Mental Health Programs—Definitions and Administrative Requirements;

(4) Regulations .01—.13 under COMAR 10.21.18 Community Mental Health Programs—Therapeutic Nursery Programs;

(5) Regulations .01—.11 under COMAR 10.21.19 Community Mental Health Programs—Mobile Treatment Services;

(6) Regulations .01—.11 under COMAR 10.21.20 Community Mental Health Programs—Outpatient Mental Health Centers;

(7) Regulations .01—.13 under COMAR 10.21.21 Community Mental Health Programs—Psychiatric Rehabilitation Programs for Adults;

(8) Regulations .01—.12 under COMAR 10.21.22 Community Mental Health Programs—Residential Rehabilitation Programs;

(9) Regulations .01—.12 under COMAR 10.21.26 Community Mental Health Programs—Residential Crisis Services;

(10) Regulations .01—.08 under COMAR 10.21.27 Community Mental Health Programs—Respite Care Services;

(11) Regulations .01—.12 under COMAR 10.21.28 Community Mental Health Programs—Mental Health Vocational Programs (MHVP);

(12) Regulations .01—.09 under COMAR 10.21.29 Community Mental Health Programs—Psychiatric Rehabilitation Services for Minors;

(13) Regulations .01—.11 under COMAR 10.47.02 Specific Program Requirements;

(14) Regulations .01—.07 under COMAR 10.47.03 Specific Program Requirements for Correctional Levels of Care;

(15) Regulations .01—.08 under COMAR 10.47.04 Certification Requirements; and

(16) Regulations .01—.05 under COMAR 10.47.05 Education Programs.

GAIL S. KLAKRING  
Administrator  
Division of State Documents

## Subtitle 21 MENTAL HYGIENE REGULATIONS

### 10.21.25 Fee Schedule—Mental Health Services—Community-Based Programs and Individual Practitioners

Authority: Health-General Article, §§2-104, 7.5-205, 10-205, and 10-206, and Title 16, Subtitles 1 and 2, Annotated Code of Maryland

### Notice of Withdrawal

[18-047-W]

Pursuant to State Government Article, §10-116(b), Annotated Code of Maryland, notice is given that the proposal to amend Regulations .03-2 and .05—.13 under COMAR 10.21.25 Fee Schedule—Mental Health Services—Community-Based Programs and Individual Practitioners which was published in 45:7 Md. R. 357—363 (March 30, 2018), has been withdrawn by operation of law.

GAIL S. KLAKRING  
Administrator  
Division of State Documents

# Proposed Action on Regulations

For information concerning citizen participation in the regulation-making process, see inside front cover.

### Symbol Key

- Roman type indicates existing text of regulation.
- *Italic type* indicates proposed new text.
- [Single brackets] indicate text proposed for deletion.

### Promulgation of Regulations

An agency wishing to adopt, amend, or repeal regulations must first publish in the Maryland Register a notice of proposed action, a statement of purpose, a comparison to federal standards, an estimate of economic impact, an economic impact on small businesses, a notice giving the public an opportunity to comment on the proposal, and the text of the proposed regulations. The opportunity for public comment must be held open for at least 30 days after the proposal is published in the Maryland Register.

Following publication of the proposal in the Maryland Register, 45 days must pass before the agency may take final action on the proposal. When final action is taken, the agency must publish a notice in the Maryland Register. Final action takes effect 10 days after the notice is published, unless the agency specifies a later date. An agency may make changes in the text of a proposal. If the changes are not substantive, these changes are included in the notice of final action and published in the Maryland Register. If the changes are substantive, the agency must repropose the regulations, showing the changes that were made to the originally proposed text.

Proposed action on regulations may be withdrawn by the proposing agency any time before final action is taken. When an agency proposes action on regulations, but does not take final action within 1 year, the proposal is automatically withdrawn by operation of law, and a notice of withdrawal is published in the Maryland Register.

## Title 09

# DEPARTMENT OF LABOR, LICENSING, AND REGULATION

## Subtitle 21 BOARD OF ARCHITECTS

### 09.21.01 General Regulations

Authority: Business Occupations and Professions Article, §3-208(a)(1), Annotated Code of Maryland

#### Notice of Proposed Action

[19-071-P]

The Board of Architects proposes to amend Regulations **.04—.07** under **COMAR 09.21.01 General Regulations**. This action was considered by the Board at a public meeting held on February 27, 2019, notice of which was published on the Board’s website pursuant to General Provisions Article, §3-302(c), Annotated Code of Maryland.

#### Statement of Purpose

The purpose of this action is to address a program change initiated by the National Council of Architectural Registration Boards (NCARB). NCARB changed the name of the program from Intern Development Program (IDP) to Architectural Experience Program (AXP).

#### Comparison to Federal Standards

There is no corresponding federal standard to this proposed action.

#### Estimate of Economic Impact

The proposed action has no economic impact.

#### Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

### Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

### Opportunity for Public Comment

Comments may be sent to Joseph Cullingford, Executive Director, Design Boards, Department of Labor, Licensing, and Regulation, 500 N. Calvert Street, Baltimore, MD 21202, or call 410-230-6263, or email to Joseph.Cullingford@Maryland.gov, or fax to 410-962-8483. Comments will be accepted through May 13, 2019. A public hearing has not been scheduled.

### Open Meeting

Final action on the proposal will be considered by Board of Architects during a public meeting to be held on May 22, 2019, at 10 a.m., at 500 N. Calvert Street, Baltimore, MD 21202.

### .04 Educational Requirements.

A. (text unchanged).

B. If an applicant does not meet the professional education degree requirements referenced in §A of this regulation, an applicant shall comply with the education requirements by either work experience or academic training, or a combination of both, in accordance with the following Education Equivalency Matrix:

#### EDUCATION EQUIVALENCY MATRIX

For early exam eligibility, a candidate using the Education Equivalency Matrix should complete the education requirements before completing the [Intern Development Program (IDP)] *Architectural Experience Program (AXP)* requirements in Regulation .05 of this chapter.

TYPE OF DEGREE OR EDUCATIONAL EXPERIENCE (See Note 1)	WORK EXPERIENCE FOR EDUCATIONAL EQUIVALENCY (See Note 2)
FULL-TIME ACADEMIC TRAINING TOWARD A FIRST OR SECOND PROFESSIONAL ARCHITECTURAL DEGREE ACCREDITED AS FOLLOWS:	
Complete 1 academic year in NAAB professional program	8.5 years — separate from experience used for [IDP] AXP

Complete 2 academic years in NAAB professional program	7 years — separate from experience used for [IDP] AXP
Complete 3 academic years in NAAB professional program	5 years — separate from experience used for [IDP] AXP
Complete 4 academic years in NAAB professional program	4 years — separate from experience used for [IDP] AXP
BS OR BA IN ARCHITECTURE	4 years — separate from experience used for [IDP] AXP
BS OR BA IN ENGINEERING, LANDSCAPE ARCHITECTURE OR INTERIOR DESIGN	5 years — separate from experience used for [IDP] AXP
BS OR BA IN OTHER DISCIPLINE (including B.F.A.)	6 years — separate from experience used for [IDP] AXP
AAS from community college (See Note 3)	10 years — separate from experience used for [IDP] AXP
None	10 years — separate from experience used for [IDP] AXP

Notes: 1.—3. (text unchanged)

**.05 [Intern Development Program (IDP)] Architectural Experience Program (AXP) Requirements.**

An applicant shall complete the training requirements of the [Intern Development Program (IDP)] *Architectural Experience Program (AXP)* as outlined in the appropriate NCARB guidelines.

**.06 Architect Registration Examination (ARE) Requirements.**

A.—B. (text unchanged)

C. In order to be eligible for admission to the ARE, an applicant shall meet the following requirements:

(1) (text unchanged)

(2) Be enrolled in the [Intern Development Program (IDP)] *Architectural Experience Program (AXP)* and provide the Board with NCARB-issued verification of enrollment; and

(3) (text unchanged)

D. The Board reserves the right at any time to require that an applicant produce evidence acceptable to the Board of the applicant’s enrollment in the [IDP] AXP as a condition of taking the ARE.

E. Certification by NCARB that an applicant is enrolled in the [IDP] AXP is prima facie evidence of the enrollment.

F.—H. (text unchanged)

**.07 Licensure.**

A. After the applicant has satisfied the Board, and, if applicable, the National Council of Architectural Registration Boards (NCARB), that the applicant possesses the proper qualifications to engage in the practice of architecture in the State, including, but not limited to, the fulfillment of the educational requirements, successful completion of all parts of the Architect Registration Examination (ARE), and completion of the [Intern Development Program (IDP)] *Architectural Experience Program (AXP)*, and upon payment of the licensing fee, the Board shall issue to the applicant:

(1)—(2) (text unchanged)

B.—D. (text unchanged)

PAUL D. EDMEADES  
Chairman  
Board of Architects

**Title 10**  
**MARYLAND DEPARTMENT**  
**OF HEALTH**  
**Subtitle 24 MARYLAND HEALTH**  
**CARE COMMISSION**

**10.24.20 State Health Plan for Facilities and Services: Comprehensive Care Facility Services**

*Authority: Health-General Article, §§19-109(a)(1), 19-118, and 19-120(f) and (h), Annotated Code of Maryland*

**Notice of Proposed Action**

[19-070-P-I]

The Maryland Health Care Commission proposes to adopt new Regulation .01 under a new chapter, **COMAR 10.24.20 State Health Plan for Facilities and Services: Comprehensive Care Facility Services**. At this time, the Maryland Health Care Commission is also withdrawing the proposal to adopt new Regulation .01 under **COMAR 10.24.20 State Health Plan for Facilities and Services: Comprehensive Care Facility Services** that was published in 45:25 Md. R. 1211—1212 (December 7, 2018).

This action was considered by the Commission at an open meeting held on February 21, 2019, notice of which was given through publication in the Maryland Register under General Provisions Article, §3-302(c), Annotated Code of Maryland.

**Statement of Purpose**

The purpose of this action is to replace the nursing home portion of the State Health Plan chapter (COMAR 10.24.08) with a new chapter, COMAR 10.24.20, which is focused solely on comprehensive care facility (nursing home) services. The new chapter accounts for changes in the delivery and financing of comprehensive care facility services that have occurred since this portion of the State Health Plan was last updated in 2007 and includes policies; procedural rules; standards; and a methodology for projecting need for comprehensive care facility (CCF) beds.

The new chapter will provide a policy blueprint for the Commission and affected industries to address issues related to the provision of CCF services in Maryland. Specifically, it provides docketing rules to guide certificate of need review, rules for incremental addition of capacity, certificate of need review standards, and a methodology for determination of the need for additional CCF beds in each of Maryland’s 24 jurisdictions.

**Comparison to Federal Standards**

There is no corresponding federal standard to this proposed action.

**Estimate of Economic Impact**

**I. Summary of Economic Impact.** The updated chapter of the State Health Plan provides planning policies, procedural rules, certificate of need review standards, and need projections to guide the development of comprehensive care facility services.

<b>II. Types of Economic Impact.</b>	Revenue (R+/R-)	Magnitude
	Expenditure (E+/E-)	

A. On issuing agency: Maryland Health Care Commission	(E+)	Within budget
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B. On other State agencies:		
(1) Medicaid	(E+)	Minimal
(2) Office of Health Care Quality (OHCQ)	(E+)	Minimal
C. On local governments: NONE		
	Benefit (+) Cost (-)	Magnitude
<hr/>		
D. On regulated industries or trade groups:	(+)	Moderate
E. On other industries or trade groups:	(+)	Moderate
F. Direct and indirect effects on public:	(+)	Significant

**III. Assumptions.** (Identified by Impact Letter and Number from Section II.)

A. The Commission accepts CON projects from applicants when need has been identified. The chapter identifies a small amount of need for additional CCF capacity. In addition, it permits opening up certain jurisdictions in the absence of identified need, if certain conditions are met. Any anticipated CON reviews can be accommodated by current staff within the Commission’s budget.

B(1). The proposed regulations support the State’s overall policy direction for long-term care services, expanding community-based services while maintaining high quality institutional services. Any new CCF providers would need to sign a Memorandum of Understanding (MOU) with the Maryland Medical Assistance (Medicaid) program to provide care to persons covered by Medicaid. At the same time, providers are encouraged to provide care in the least restrictive setting. Since the chapter does not project much need for additional CCF bed capacity, the impact should be minimal.

B(2). Any new facilities approved by the Commission would need to be licensed by the Office of Health Care Quality (OHCQ). Many of the proposed standards seek to complement the work of OHCQ in terms of assuring quality. Since there is little additional CCF need projected, the impact on OHCQ is anticipated to be minimal.

D. The proposed regulations are expected to have a positive impact on regulated industries (CCFs or nursing homes) as well as related trade groups (Health Facilities Association [HFAM], or Lifespan Network). Development of the CCF chapter included input from the regulated industries regarding the ongoing changes in the health care delivery and financing system in Maryland and the nation. The new chapter provides clear policy direction as well as need projections for additional CCF resources along with procedural rules and standards for CON review to guide the regulated industries in the development of CCF services.

E. Although not directly covered under these regulations, other providers of long-term care services, including assisted living, adult day care, transportation, and other waiver services providers will benefit from having in place overall state policy guidance for long-term care.

F. Since the chapter includes a methodology for projecting CCF (nursing home) bed need, programs can be developed where needed so that the public has access to needed services. The chapter also includes a Medicaid MOU requirement, so that persons relying on Medicaid also have access to nursing home services. In addition, both the Consumer Guide for Long Term Care Services, as well as the incorporation of quality standards should assure that the services offered are of high quality. Finally, policies and standards are in

place to assure that care is provided in the least restrictive and most appropriate setting.

**Economic Impact on Small Businesses**

The proposed action has minimal or no economic impact on small businesses.

**Impact on Individuals with Disabilities**

The proposed action has no impact on individuals with disabilities.

**Opportunity for Public Comment**

Comments may be sent to Linda Cole, Chief, Long Term Care, Maryland Health Care Commission, 4160 Patterson Avenue, Baltimore, MD 21215, or call 410-764-3337, or email to linda.cole@maryland.gov, or fax to 410-358-1236. Comments will be accepted through 4:30 p.m. on May 13, 2019. A public hearing has not been scheduled.

**Open Meeting**

Final action on the proposal will be considered by the Maryland Health Care Commission during a public meeting to be held on Thursday, June 20, 2019, at 1 p.m., at 4160 Patterson Avenue, Room 100, Baltimore, MD 21215.

**Editor’s Note on Incorporation by Reference**

Pursuant to State Government Article, §7-207, Annotated Code of Maryland, the State Health Plan for Facilities and Services: Comprehensive Care Facility Services has been declared a document generally available to the public and appropriate for incorporation by reference. For this reason, it will not be printed in the Maryland Register or the Code of Maryland Regulations (COMAR). Copies of this document are filed in special public depositories located throughout the State. A list of these depositories was published in 46:1 Md. R. 9 (January 4, 2019), and is available online at www.dsd.state.md.us. The document may also be inspected at the office of the Division of State Documents, 16 Francis Street, Annapolis, Maryland 21401.

**.01 Incorporation by Reference.**

*The State Health Plan for Facilities and Services: Comprehensive Care Facility Services is incorporated by reference.*

ROBERT E. MOFFIT, Ph.D.  
Chair  
Maryland Health Care Commission

**Subtitle 32 BOARD OF PHYSICIANS**

**10.32.05 Telehealth**

*Authority: Health Occupations Article, §§1-903, 14-205, 14-301, and 14-601, Annotated Code of Maryland*

**Notice of Proposed Action**

[19-069-P]

The Secretary of Health proposes to repeal existing Regulations **.01—.07** under **COMAR 10.32.05 Telemedicine** in their entirety and adopt new Regulations **.01—.07** under a new chapter, **COMAR 10.32.05 Telehealth**.

At this time the Secretary of Health is also withdrawing the proposal to repeal Regulations **.01—.07** and adopt new Regulations **.01—.07** under **COMAR 10.32.05 Telehealth** that was published in 45:24 Md. R. 1171—1172 (November 26, 2018).

This action was considered at public meeting of the Board of Physicians on February 13, 2019, notice of which was provided by posting on the Board’s website, <https://www.mbp.state.md.us/forms/Feb19Agenda.pdf>, from February



8, 2019, through February 13, 2019, pursuant to the General Provisions Article, §3-302(c), Annotated Code of Maryland.

**Statement of Purpose**

The purpose of this action is to improve patient safety, to authorize other health occupations under the Board’s jurisdiction to do telehealth, and to reflect technological innovations and the increasing use of telehealth in more settings. These regulations also implement the requirements of Ch. 610, Acts of 2017 (S.B. 1106) Health Care Practitioners—Use of Teletherapy.

**Comparison to Federal Standards**

There is no corresponding federal standard to this proposed action.

**Estimate of Economic Impact**

The proposed action has no economic impact.

**Economic Impact on Small Businesses**

The proposed action has minimal or no economic impact on small businesses.

**Impact on Individuals with Disabilities**

The proposed action has no impact on individuals with disabilities.

**Opportunity for Public Comment**

Comments may be sent to Jake Whitaker, Acting Director, Office of Regulation and Policy Coordination, Maryland Department of Health, 201 West Preston Street, Room 512, Baltimore, MD 21201, or call 410-767-6499 (TTY 800-735-2258), or email to mdh.regs@maryland.gov, or fax to 410-767-6483. Comments will be accepted through May 13, 2019. A public hearing has not been scheduled.

**.01 Scope.**

*This chapter governs the practice of medicine using telehealth as an adjunct to, or replacement for, in-person patient visits.*

**.02 Definitions.**

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) “Asynchronous” means not occurring at the same time.

(2) “In-person” means within the physical presence of the patient.

(3) “Interpretive services” means reading and analyzing images, tracings, or specimens through telehealth or giving interpretations based on visual, auditory, thermal, or ultrasonic patterns or other patterns as may evolve with technology.

(4) “Remote patient monitoring” means the use of telehealth devices to collect from patients medical and other forms of health data that are securely provided to a telehealth practitioner in a different location for assessment, recommendation, and diagnosis.

(5) “Store and forward telehealth services” means a type of asynchronous telehealth service involving a response to or interpretation of digital images, documents, audio files, or videos transmitted electronically through secure means.

(6) “Surrogate examiner” means an individual examining a patient at the direction of a telehealth practitioner during a synchronous audio-visual telehealth encounter and providing the telehealth practitioner with observations and information.

(7) “Synchronous” means simultaneously or quickly enough to allow two or more individuals to conduct a conversation.

(8) Telehealth.

(a) “Telehealth” means the use of interactive audio, video, audio-visual, or other telecommunications or electronic technology by a Maryland licensed physician or licensed allied health practitioner to deliver clinical services within the scope of practice of

*the Maryland licensed physician or licensed allied health practitioner at a location other than the location of the patient.*

(b) “Telehealth” does not include:

(i) *An audio-only telephone conversation between a Maryland licensed physician or licensed allied health practitioner and a patient;*

(ii) *An electronic mail message between a Maryland licensed physician or licensed allied health practitioner and a patient; or*

(iii) *A facsimile transmission between a Maryland licensed physician or licensed allied health practitioner and a patient.*

(9) *“Telehealth devices” means devices that gather visual or other data and remotely sends the images or data to a telehealth practitioner in a different location from that of the patient.*

(10) *“Telehealth practitioner” means a Maryland licensed physician or licensed allied health practitioner performing telehealth services within their respective scope of practice.*

**.03 Licensure.**

*Except as specified in Health Occupations Article, §14-302, Annotated Code of Maryland, a telehealth practitioner may practice telehealth if one or both of the following occurs:*

A. *The individual practicing telehealth is physically located in Maryland; or*

B. *The patient is in Maryland.*

**.04 Specific Telehealth Requirements.**

A. *Before performing telehealth services, a telehealth practitioner shall develop and follow a procedure to:*

(1) *Verify the identification of the patient receiving telehealth services;*

(2) *Except for interpretive services, obtain oral or written acknowledgement from a patient or person in interest as defined by Health-General Article, §4-301(m), Annotated Code of Maryland, to perform telehealth services;*

(3) *Prevent access to data by unauthorized persons through encryption or other means;*

(4) *Notify patients in the event of a data breach;*

(5) *Ensure that the telehealth practitioner provides a secure and private telehealth connection that complies with federal and state privacy laws; and*

(6) *Establish safety protocols to be used in the case of an emergency.*

B. *Except when providing store and forward telehealth services, remote patient monitoring, or other asynchronous telehealth services, a telehealth practitioner shall:*

(1) *Obtain or confirm an alternative method of contacting the patient in case of a technological failure;*

(2) *Confirm whether the patient is in Maryland and identify the practice setting in which the patient is located;*

(3) *For an initial patient-telehealth practitioner interaction only, disclose the telehealth practitioner’s name, contact information, and medical specialty; and*

(4) *Identify all individuals present at each location and confirm they are allowed to hear personal health information.*

C. *The requirements set forth under §§A and B of this regulation may be delegated.*

**.05 Patient Evaluation.**

A. *A telehealth practitioner shall perform a synchronous, audio-visual patient evaluation adequate to establish diagnoses and identify underlying conditions or contraindications to recommended treatment options before providing treatment or prescribing medication.*

B. Subject to Regulation .06 of this chapter, the requirements of §A of this regulation do not apply to:

- (1) Interpretive services where a prior patient evaluation was performed by another provider;
- (2) Remote patient monitoring; or
- (3) Asynchronous telehealth services for a patient who has had a prior synchronous, audio-visual telehealth patient evaluation or in-person patient evaluation that complies with the requirements of §A of this regulation.

C. To comply with §A of this regulation, a telehealth practitioner may use:

- (1) A surrogate examiner; or
- (2) A patient evaluation performed by another licensed health care practitioner providing coverage.

**.06 Standard Related to Telehealth.**

A. A telehealth practitioner shall be held to the same standards of practice and documentation as those applicable in in-person health care settings.

B. A telehealth practitioner may not treat a patient or prescribe medication based solely on an online questionnaire.

C. A telehealth practitioner may not prescribe opioids for the treatment of pain through telehealth except if the patient is in a health care facility as defined in Health-General Article, §19-114(d)(1), Annotated Code of Maryland.

**.07 Telehealth Practitioner Discipline.**

A. The Board shall use the same standards in evaluating and investigating a complaint about and in disciplining a licensee who practices telehealth as it would use for a licensee who does not use telehealth technology in the licensee's practice.

B. The failure of a telehealth practitioner to comply with Regulation .04, .05, or .06 of this chapter shall constitute unprofessional conduct.

ROBERT R. NEALL  
Secretary of Health

**Subtitle 37 HEALTH SERVICES COST REVIEW COMMISSION**

**10.37.10 Rate Application and Approval Procedures**

Authority: Health-General Article, §§19-214.1 and 19-214.3, Annotated Code of Maryland

**Notice of Proposed Action**

[19-027-P]

**Notice of Change to Statement of Purpose**

The Statement of Purpose that was originally published in 46:3 Md. R. 135 (February 1, 2019) has been amended. The corrected statement follows.

**Statement of Purpose**

The purpose of this action is to require hospitals to better inform patients of facility fees and their right to request and receive a written estimate of the total charges for the nonemergency hospital services, procedures, and supplies that reasonably are expected to be incurred and billed to the patient by the hospital. This action is not intended to substitute for any legislation passed by the 2019 Maryland General Assembly.

NELSON SABATINI  
Chairman  
Health Services Cost Review Commission

**Title 13A  
STATE BOARD OF  
EDUCATION**

**Subtitle 05 SPECIAL INSTRUCTIONAL PROGRAMS**

**13A.05.05 Programs of Pupil Services**

Authority: Education Article, §§2-205(b) and (c) and 7-401, Annotated Code of Maryland

**Notice of Proposed Action**

[19-073-P]

The Maryland State Board of Education proposes to repeal existing Regulation .02 and adopt new Regulation .02 under COMAR 13A.05.05 Programs of Pupil Services. This action was considered at the January 22, 2019, meeting of the State Board of Education.

**Statement of Purpose**

The purpose of this action is to define, update, and clarify the requirements for school counseling programs to support and unify the role of school counselors in students' academic, career, and personal/social performance based upon the American School Counseling Association National Model.

**Comparison to Federal Standards**

There is no corresponding federal standard to this proposed action.

**Estimate of Economic Impact**

The proposed action has no economic impact.

**Economic Impact on Small Businesses**

The proposed action has minimal or no economic impact on small businesses.

**Impact on Individuals with Disabilities**

The proposed action has no impact on individuals with disabilities.

**Opportunity for Public Comment**

Comments may be sent to Walter J. Sallee, Director, Student Services and Strategic Planning, Maryland State Department of Education, 200 West Baltimore Street, Baltimore, MD 21201, or call 410-767-1407 (TTY 410-333-6442), or email to walter.sallee@maryland.gov, or fax to 410-333-0880. Comments will be accepted through May 13, 2019. A public hearing has not been scheduled.

**Open Meeting**

Final action on the proposal will be considered by the State Board of Education during a public meeting to be held on June 25, 2019, at 9 a.m., at 200 West Baltimore Street, Baltimore, MD 21201.

**.02 School Counseling Program.**

A. The School Counseling Program is a coordinated data driven program of counseling, consulting, and informational services for students in grades K—12 that:

- (1) Promotes student academic success and well-being;
- (2) Enhances awareness of mental health and promotes positive, healthy behaviors;
- (3) Provides school-based prevention and universal and targeted interventions for students with mental health and behavioral health concerns;
- (4) Is comprehensive in scope, preventative in design, and developmental in nature;

- (5) *Is aligned with school system goals and objectives;*
- (6) *Is an integral component of the school's program and mission;*
- (7) *Promotes systemic change through the use of leadership skills, advocacy, and collaboration;*
- (8) *Promotes student achievement;*
- (9) *Provides equitable access to a rigorous education for all students;*
- (10) *Provides students with individual and group planning addressing academic, career, and social/emotional needs;*
- (11) *Identifies the knowledge and skills all students will acquire to promote college and career readiness;*
- (12) *Is delivered to all students in a systemic fashion;*
- (13) *Addresses the needs of the whole child so that each student has the opportunity to be healthy, safe, engaged, supported, and challenged for long-term success;*
- (14) *Is monitored and reviewed through accountability systems; and*
- (15) *Is provided by a State-credentialed school counselor as defined in COMAR 13A.12.03.02.*

*B. The school counseling program shall be formed around the following components:*

- (1) *Foundation components, including:*
  - (a) *Program focus;*
  - (b) *Student competencies; and*
  - (c) *Professional competencies;*
- (2) *Management components, including, but not limited to:*
  - (a) *School counselor competency and school counseling program assessments;*
  - (b) *Annual agreements or annual plan;*
  - (c) *Advisory councils;*
  - (d) *Use of data to measure program implementation and outcomes to promote systemic change such as use of time assessments, calendars, and student academic measures; and*
  - (e) *Curriculum, small group, and closing the gap action plans;*
- (3) *Delivery components, including direct and indirect services to students that focus on students' academic, career, and social/emotional needs, as follows:*
  - (a) *Direct services, recommended to be 80 percent of school counselor services, are services between school counselors and students that are in person or virtual interactions that include, but are not limited to:*
    - (i) *School counseling core curriculum;*
    - (ii) *Individual student planning; and*
    - (iii) *Responsive services; and*
  - (b) *Indirect services, recommended to be 20 percent of school counselor services, are services for students that result from the school counselor's interactions with others that include, but are not limited to:*
    - (i) *Referrals for assistance;*
    - (ii) *Consultation and collaboration with families, teachers and other educators, community organizations, and other stakeholders;*
    - (iii) *Participation as members of the educational team;*
- and*
- (iv) *Other activities that fall in line with the appropriate duties of a school counselor as detailed in this regulation; and*
- (4) *Accountability components, including the use of school counseling program data to demonstrate the impact of the school counseling program on students and the school in measureable terms that include, but are not limited to:*
  - (a) *Student attendance data;*
  - (b) *Student achievement data; and*
  - (c) *Student behavior data.*

*C. School counseling services shall be aligned with the following domains:*

- (1) *Academic development intended to help students:*
  - (a) *Acquire the attitudes, knowledge, and skills that contribute to effective learning in school and across their life span;*
  - (b) *Complete school with the academic preparation essential to choose from a wide range of substantial post-secondary options, including college; and*
  - (c) *Understand the relationship of academics to the world of work and to life at home and in the community;*
- (2) *Career development intended to help students:*
  - (a) *Acquire the skills to investigate the world of work in relation to their knowledge of self in order to make informed career decisions;*
  - (b) *Employ strategies to achieve future career goals with success and satisfaction; and*
  - (c) *Understand the relationship between personal qualities, education, training, and the world of work; and*
- (3) *Social/emotional development intended to help students:*
  - (a) *Acquire the knowledge, attitudes, and interpersonal skills to help them understand and respect self and others;*
  - (b) *Make decisions, set goals, and take the necessary action to achieve goals; and*
  - (c) *Understand safety and survival skills.*

KAREN B. SALMON, Ph.D.  
State Superintendent of Schools

## Subtitle 05 SPECIAL INSTRUCTIONAL PROGRAMS

### 13A.05.05 Programs of Pupil Services

Authority: Education Article, §§2-205(b) and (c), 7-401, and 7-426, Annotated Code of Maryland

#### Notice of Proposed Action [19-072-P]

The Maryland State Board of Education proposes to repeal existing Regulation .04 and adopt new Regulation .04 under **COMAR 13A.05.05 Programs of Pupil Services**. This action was considered at the January 22, 2019, meeting of the State Board of Education.

#### Statement of Purpose

The purpose of this action is to revise the regulation to reflect the 2010 National Association of School Psychologists standards for school psychology practice.

#### Comparison to Federal Standards

There is no corresponding federal standard to this proposed action.

#### Estimate of Economic Impact

The proposed action has no economic impact.

#### Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

#### Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

#### Opportunity for Public Comment

Comments may be sent to Walter J. Sallee, Director, Student Services and Strategic Planning, Maryland State Department of Education, 200 West Baltimore Street, Baltimore, MD 21201, or call 410-767-1407 (TTY 410-333-6442), or email to

walter.sallee@maryland.gov, or fax to 410-333-0880. Comments will be accepted through May 13, 2019. A public hearing has not been scheduled.

**Open Meeting**

Final action on the proposal will be considered by the State Board of Education during a public meeting to be held on June 25, 2019, at 9 a.m., at 200 West Baltimore Street, Baltimore, MD 21201.

**.04 School Psychology Program.**

A. *The School Psychology Program is a comprehensive and integrated continuum of services and activities regarding the delivery of school psychological services. The goal of the program is to provide direct educational, behavioral, and mental health services for children and youth, as well as work with families, school administrators, educators, and other professionals to create supportive learning and social environments for all students.*

B. *To meet a student's needs, the School Psychology Program shall provide services and interventions across the following domains of practice:*

(1) *Data-based decision making and accountability that use varied models and methods of assessment and data collection to:*

- (a) *Identify strengths and needs;*
- (b) *Develop effective services and programs; and*
- (c) *Measure progress and outcomes;*

(2) *Consultation and collaboration that use varied models and strategies of consultation and communication applicable to individuals, families, groups, and systems, and methods to promote effective implementation of services;*

(3) *To develop cognitive and academic strengths, interventions and instructional support that apply knowledge of biological, cultural, and social influences to:*

- (a) *Academic skills;*
- (b) *Human learning;*
- (c) *Cognitive and developmental processes; and*
- (d) *Evidence-based curricula and instructional strategies;*

(4) *To develop social and life skills, interventions and mental health services that use:*

- (a) *Knowledge of biological, cultural, developmental, and social influences on behavior and mental health;*
- (b) *Behavioral and emotional impacts on learning and life skills; and*
- (c) *Evidence-based strategies to promote social/emotional functioning and mental health;*

(5) *Schoolwide practices to promote learning and mental health that use:*

- (a) *School and school system structure, organization, and theory;*
- (b) *General and special education;*
- (c) *Technology resources; and*
- (d) *Evidence-based school practices that promote learning and mental health;*

(6) *Preventive and responsive services that use:*

- (a) *Principles and research related to resilience and risk factors in learning and mental health;*
- (b) *Services in schools and communities to support multi-tiered prevention; and*
- (c) *Evidence-based strategies for effective crisis response;*

(7) *Family-school collaboration services that use:*

- (a) *Principles and research related to family systems, strengths, needs, and culture;*
- (b) *Evidence-based strategies to support family influences on children's learning and mental health; and*
- (c) *Strategies to develop collaboration between families and schools;*

(8) *Development and learning to enhance services and address potential influences related to diversity by using:*

- (a) *Individual differences, abilities, disabilities, and other diverse student characteristics;*
- (b) *Principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role differences; and*
- (c) *Evidence-based strategies;*

(9) *Research and program evaluation that use research, design, statistics, measurement, and varied data collection and analysis techniques and program evaluation sufficient for understanding research and interpreting data in applied settings; and*

(10) *Legal, ethical, and professional practice that use:*

- (a) *History and foundations of school psychology;*
- (b) *Multiple service models and methods;*
- (c) *Ethical, legal, and professional standards; and*
- (d) *Other factors related to professional identity and effective practice of school psychology.*

C. *The School Psychology Program shall encompass the following goals to meet a student's needs:*

(1) *Improve academic engagement and achievement by working with educators and families to:*

(a) *Identify and remedy barriers to learning, such as disabilities, mental or physical health problems, or social, cultural, language, or family issues;*

(b) *Implement appropriate academic interventions by monitoring the effectiveness of academic interventions, developing student organizational skills, and promoting the use of learning strategies; and*

(c) *Implement appropriate social/emotional and behavioral strategies such as those that are designed to improve attention, strengthen motivation, and promote student problem solving;*

(2) *Facilitate effective instruction that meets the individual needs of diverse learners by consulting with educators to:*

- (a) *Individualize instructions;*
- (b) *Manage classroom behavior;*
- (c) *Monitor student progress; and*
- (d) *Evaluate classroom data;*

(3) *Support positive behavior and socially successful students by providing services that promote a student's:*

- (a) *Communication skills;*
- (b) *Social skills;*
- (c) *Problem-solving skills;*
- (d) *Anger management skills;*
- (e) *Conflict resolution skills;*
- (f) *Self-regulation;*
- (g) *Self-determination;*
- (h) *Resilience; and*
- (i) *Optimism;*

(4) *Support positive behavior and socially successful students by consulting with teachers and administrators on:*

- (a) *Classroom strategies;*
- (b) *Programs promoting positive peer relationships and social problem solving;*
- (c) *Schoolwide positive behavior interventions and supports;*
- (d) *Use of effective discipline policies and practices; and*
- (e) *Programs to promote student wellness and reduce risk-taking;*

(5) *Support diverse learners by working with teachers and other school staff to:*

- (a) *Assess learning and behavior needs and distinguish between issues related to family, culture, or language and a learning style or disability;*
- (b) *Plan appropriate individualized education programs for students with disabilities;*

- (c) *Modify and adapt curricula and instruction;*
- (d) *Adjust classroom facilities and routines to promote greater student engagement;*
- (e) *Promote positive relationships among all students;*
- (f) *Monitor and effectively communicate with parents about student progress; and*
- (g) *Coordinate links to community services;*
- (6) *Create safe, positive school climates by providing expertise to school leadership in:*
  - (a) *Data collection and analysis;*
  - (b) *Social/emotional learning;*
  - (c) *Child development and behavior;*
  - (d) *Violence prevention;*
  - (e) *Crisis and trauma prevention and response; and*
  - (f) *School-family-community collaboration;*
- (7) *Strengthen school-family-community partnerships by:*
  - (a) *Working with teachers and other school staff to enhance their understanding and acceptance of diverse cultures and backgrounds and to promote culturally responsive schools; and*
  - (b) *Providing specific support to help families:*
    - (i) *Understand and support their child’s learning and mental health needs;*
    - (ii) *Navigate the special education process;*
    - (iii) *Connect with community service providers when necessary;*
    - (iv) *Engage effectively with teachers and other school staff; and*
    - (v) *Reinforce the school-family-community partnership; and*
- (8) *Improve assessment and accountability by helping school leaders and teachers to:*
  - (a) *Generate and interpret student outcome data; and*
  - (b) *Make decisions regarding programs and interventions in the district, building, classroom, and individual student levels.*

KAREN B. SALMON, Ph.D.  
State Superintendent of Schools

# Title 21 STATE PROCUREMENT REGULATIONS

## Notice of Proposed Action

[19-068-P]

The Board of Public Works proposes to:

- (1) Amend Regulation .01 under **COMAR 21.01.02**

**Terminology;**

- (2) Amend Regulation .05 under **COMAR 21.02.01 Board of Public Works;**

**Public Works;**

- (3) Amend Regulation .04 and adopt new Regulation .04-1 under **COMAR 21.05.01 General Provisions;**

- (4) Amend Regulation .08 under **COMAR 21.05.02 Procurement by Competitive Sealed Bidding;**

- (5) Amend Regulation .03 under **COMAR 21.05.12 Procurement of Human, Social, Cultural, and Educational Services;**

- (6) Amend Regulation .14 and adopt new Regulations .27 and .28 under **COMAR 21.07.01 Mandatory Contract Provisions—All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03);**

- (7) Amend Regulations .02—.05 and .06—.09 and adopt new Regulation .11 under **COMAR 21.07.02 Mandatory Construction Contract Clauses;**

- (8) Amend Regulations .02 and .05 under **COMAR 21.11.01 Small Business Procurements;**

- (9) Amend Regulations .09—.11 under **COMAR 21.11.03 Minority Business Enterprise Policies;**

- (10) Amend Regulation .04 under **COMAR 21.11.13 Veteran-Owned Small Business Enterprises;** and

- (11) Amend Regulation .03 under **COMAR 21.13.01 Reporting Requirements.**

This action was considered at the Board of Public Works meeting held on January 2, 2019.

### Statement of Purpose

The purpose of this action is to update COMAR Title 21. Revisions include corrections to outdated or invalid terminology, references, and typographical errors; clarifications of the scope or requirements of specific regulations to prevent inconsistent interpretations or applications of those regulations; amendments to align regulations with recent statutory changes; and amendments to the Minority Business Enterprise (MBE) regulations that take into consideration recent decisions by the Maryland State Board of Contract Appeals.

### Comparison to Federal Standards

There is no corresponding federal standard to this proposed action.

### Estimate of Economic Impact

The proposed action has no economic impact.

### Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

### Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

### Opportunity for Public Comment

Comments may be sent to Gabriel Gnall, Procurement Advisor, Board of Public Works, 80 Calvert Street, Annapolis, MD 21401, or call 410-260-7335, or email to gabriel.gnall@maryland.gov, or fax to 410-974-5240. Comments will be accepted through May 13, 2019. A public hearing has not been scheduled.

## Subtitle 01 GENERAL PROVISIONS

### 21.01.02 Terminology

Authority: State Finance and Procurement Article, §§11-101 and 12-101, Annotated Code of Maryland

**.01 Definitions.**

A. (text unchanged)

B. Terms Defined.

(1)—(79) (text unchanged)

(80) “Small business” means a business[, other than a broker, which meets the following criteria:

(a) It is independently owned and operated;

(b) It is not a subsidiary of another firm;

(c) It is not dominant in its field of operation;

(d) With respect to employees, either:

(i) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(ii) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(iii) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(iv) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(v) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(vi) Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and

(e) With respect to gross sales:

(i) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;

(ii) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;

(iii) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(iv) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(v) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(vi) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years] *as defined in State Finance and Procurement Article, §14-501(b), Annotated Code of Maryland.*

(81)—(98) (text unchanged)

## Subtitle 02 STATE PROCUREMENT ORGANIZATION

### 21.02.01 Board of Public Works

Authority: Education Article, §§14-204, 14-205, and 14-405; State Finance and Procurement Article, §§12-101, 12-107, 12-202, 12-203, 12-204, 13-108, and 15-112; Annotated Code of Maryland; Ch. 471, Acts of 1991; Ch. 608, Acts of 1999; Ch. 581, Acts of 2016

#### .05 Review and Approval of the Award of Procurement Contracts.

A. (text unchanged)

B. Procurement Agency Activity Reports (PAAR).

(1) The departments[,] and the Department of Public Safety and Correctional Services[, and the Maryland Environmental Service (for those specific projects as may be authorized from time to time by the General Assembly and to the extent so authorized)] shall prepare and submit to the Board Procurement Agency Activity Reports (PAAR) covering all procurement contracts in excess of \$50,000, except contracts for the purchase of commodities and supplies, made pursuant to this chapter during the previous calendar month or not previously reported.

(2) In addition, a PAAR shall include a report of:

(a) All contract modifications and option renewals greater than \$50,000, but less than the amount requiring Board approval, approved by the departments[,] and the Department of Public Safety and Correctional Services[, and the Maryland Environmental Service (for those specific projects as may be authorized from time to time by the General Assembly and to the extent so authorized)] pursuant to this chapter;

(b) All cancellations of solicitations or rejections of all bids or proposals approved by the departments[,] and the Department of Public Safety and Correctional Services[, or the Maryland Environmental Service] pursuant to COMAR 21.06.02; and

(c) (text unchanged)

(3) The PAAR of the Department of General Services[,] and the Department of Public Safety and Correctional Services[, and the Maryland Environmental Service (for those specific projects as may be authorized from time to time by the General Assembly and to the extent so authorized)] shall include a summary report of those invoices approved pursuant to this chapter which did not result from competitive bidding.

(4)—(5) (text unchanged)

C. (text unchanged)

## Subtitle 05 PROCUREMENT METHODS AND PROJECT DELIVERY METHODS

### 21.05.01 General Provisions

Authority: State Finance and Procurement Article, §§11-201, 11-205, 12-101, 13-102, 13-110, 13-202, and 14-401, Annotated Code of Maryland; Ch. 216, Acts of 2009; Chs. 633 and 624, Acts of 2018

#### .04 Reciprocal Preferences—*Supplies or Services.*

A. Definitions.

(1)—(3) (text unchanged)

(4) “Services” means services, [architectural services,] construction-related services, [engineering services,] or energy performance contract services.

B. Conditions. A procurement agency may give a preference to a resident business if:

(1) (text unchanged)

(2) A responsible bidder[,] or offeror [, or provider of architectural or engineering services] whose principal office or principal base of operations is in another state submits the lowest responsive bid[,] or the most advantageous offer[, or a qualification statement or a technical proposal concerning architectural or engineering services];

(3)—(4) (text unchanged)

C. (text unchanged)

#### .04-1 Reciprocal Preferences—*Architectural or Engineering Services.*

A. Definitions.

(1) *In this regulation, the following terms have the meanings indicated.*

(2) “Nonresident firm” means a business entity that:

(a) *Has one office that is a principal office for the entity and is not located in the State; or*

(b) *For an entity that has offices in multiple states, has not had a principal office located in the State for at least 6 months immediately before the date of a request for proposals.*

(3) “Preference” means:

(a) *A percentage preference;*

(b) *An employee residency requirement; or*

(c) *Any other law, policy, or practice that favors a resident-firm offeror over a nonresident-firm offeror.*

(4) *Principal Office.*

(a) *“Principal office” means a primary place of business that is staffed on a regular basis to provide the services that are requested by a unit in a request for proposals.*

(b) “Principal office” does not include a satellite office or an office that is minimally staffed and is not open on a regular basis to provide the services that are requested by a unit in a request for proposals.

(5) “Request for proposals” means a request for architectural services or engineering services that is issued in accordance with State Finance and Procurement Article, §13-112, Annotated Code of Maryland.

(6) Resident Firm.

(a) “Resident firm” means a business entity that is licensed or otherwise authorized to provide architectural or engineering services in the State, and:

(i) For an entity that has one office, the office is located in the State; or

(ii) For an entity that has offices in multiple states, has had a principal office located in the State for at least 6 months immediately before the date of a request for proposals.

(b) “Resident firm” includes a joint venture that was entered into before the date of the request for proposals for which the joint venture submits a proposal and includes one party that holds at least a 51 percent interest in the joint venture and meets the definition in §A(6)(a) of this regulation.

B. Conditions. A procurement agency shall apply a preference to a proposal from a resident firm if:

(1) A nonresident firm is a responsible offeror determined to be the most qualified person to submit a proposal in accordance with State Finance and Procurement Article, §13-112, Annotated Code of Maryland, and the state in which the principal office of the nonresident firm is located has a preference that favors an offeror from that state to the disadvantage of an offeror from the State of Maryland;

(2) A resident firm is a responsible offeror that certifies it meets the requirements for a resident firm at the same time that it submits the proposal for which the preference would apply; and

(3) The nonresident firm’s state’s preference does not conflict with a federal law or grant affecting the procurement contract.

C. Application.

(1) At the request of a unit, a nonresident firm shall provide the following documentation for the state in which the principal office of the nonresident firm is located:

(a) A copy of the current statute, resolution, policy, procedure, or executive order that establishes a preference that favors an offeror from that state to the disadvantage of an offeror from the State of Maryland; or

(b) A certification that the other state does not have a preference that favors an offeror from that state to the disadvantage of an offeror from the State of Maryland.

(2) If a resident firm qualifies for a preference established under this section and for another preference established under State Finance and Procurement Article, Division II, Annotated Code of Maryland, the unit:

(a) May not apply more than one preference to the proposal from the resident firm; and

(b) Shall apply the preference to the proposal from the resident firm that is most advantageous to the resident firm.

(3) If, when making a determination of qualification under a qualification-based selection, a unit determines that a proposal from

a resident firm and a proposal from a nonresident firm are equally qualified, the unit may apply a preference to the proposal from the resident firm.

(4) A unit may not apply a preference to a proposal submitted by a resident firm if the resident firm does not submit the certification required under §B(2) of this regulation at the same time that it submits the proposal.

**21.05.02 Procurement by Competitive Sealed Bidding**

Authority: State Finance and Procurement Article, §§12-101, 13-103, 13-210, and 14-301—14-308, Annotated Code of Maryland; Chs. 586 and 587, Acts of 2017

**.08 Amendments to Invitations for Bids.**

A.—B. (text unchanged)

C. Timeliness. Amendments shall be distributed within a reasonable time to allow prospective bidders to consider them in preparing their bids. If the time and date for receipt of bids does not permit preparation, the time shall be increased to the extent possible in the amendment or, if necessary, by [telegram] *electronic communication* or telephone and confirmed in the amendment.

**21.05.12 Procurement of Human, Social, Cultural, and Educational Services**

Authority: State Finance and Procurement Article, §§12-101, 13-104, 13-106, 13-108, 13-109, and 13-202, Annotated Code of Maryland

**.03 Procurement Methods.**

A.—B. (text unchanged)

C. Human, social, cultural, and educational services of [\$25,000] \$50,000 or less may be procured in accordance with the small procurement method, COMAR 21.05.07.

D.—F. (text unchanged)

**Subtitle 07 CONTRACT TERMS AND CONDITIONS**

**21.07.01 Mandatory Contract Provisions—All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)**

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503; State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114; Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

**.14 Liquidated Damages.**

Mandatory provision for:

A. [all] All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and

B. [any] Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

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**.27 Performance and Payment Bonds.**

Mandatory provision for contracts exceeding \$100,000 with surety bond requirements:

A. **PERFORMANCE Bond.** The required performance bond shall be in the form specified as follows:

**PERFORMANCE BOND**

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20____
Description of Contract	Date Bond Executed _____, 20____
Contract Number: _____	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

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

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ as to	Individual Principal _____ (SEAL)
In Presence of: Witness: _____	Co-Partnership Principal _____ (SEAL)



\_\_\_\_\_ as to \_\_\_\_\_ (Name of Co-Partnership) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (Name of Corporation)  
 Attest: \_\_\_\_\_ AFFIX  
 \_\_\_\_\_ as to \_\_\_\_\_ CORPORATE  
 Corporate Secretary President SEAL

\_\_\_\_\_ (Corporate Surety)  
 Attest: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ SEAL  
 \_\_\_\_\_ Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Bonding Agent's Name: \_\_\_\_\_  
 Agent's Address \_\_\_\_\_ (Business Address of Surety)

Approved as to legal form and sufficiency this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
 \_\_\_\_\_  
 Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:  
**PAYMENT BOND**

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	Date of Contract
Penal Sum of Bond (express in words and figures)	_____, 20 ____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20 ____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

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

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

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
Witness: \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: Co-Partnership Principal
Witness: \_\_\_\_\_ (SEAL)
(Name of Co-Partnership)
By: \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Corporate Principal
Attest: \_\_\_\_\_ (Name of Corporation)
AFFIX
By: \_\_\_\_\_ CORPORATE SEAL
Corporate Secretary President

Attest: \_\_\_\_\_ (SEAL)
Signature \_\_\_\_\_ (Corporate Surety)
Bonding Agent's Name: \_\_\_\_\_ By: \_\_\_\_\_ SEAL
Agent's Address \_\_\_\_\_ Title \_\_\_\_\_
(Business Address of Surety)

Approved as to legal form and sufficiency this
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_
Asst. Attorney General

**.28 Performance and Payment Bonds—Multiyear Annual and Renewable.**

Optional forms for multiyear contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

**ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS**

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
	Date Bond Executed
Penal Sum of Bond (express in words and figures)	_____, 20____
	Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Oblige named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

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

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a

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representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
Witness: \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: Co-Partnership Principal
Witness: \_\_\_\_\_ (SEAL)
(Name of Co-Partnership)
By: \_\_\_\_\_ (SEAL)
\_\_\_\_\_ (SEAL)
\_\_\_\_\_ (SEAL)

Corporate Principal
Attest: \_\_\_\_\_ (Name of Corporation)
AFFIX
\_\_\_\_\_ as to By: \_\_\_\_\_ CORPORATE SEAL
Corporate Secretary President

Attest: \_\_\_\_\_ (SEAL)
Signature \_\_\_\_\_ (Corporate Surety)
Bonding Agent's Name: \_\_\_\_\_ By: \_\_\_\_\_ SEAL
Agent's Address \_\_\_\_\_ Title \_\_\_\_\_
(Business Address of Surety)

Approved as to legal form and sufficiency this
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_
Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal Business Address of Principal
Surety Oblige
a corporation of the State of \_\_\_\_\_ STATE OF MARYLAND
and authorized to do business in the State of Maryland
Penal Sum of Bond (express in words and figures) Date Bond Executed
\_\_\_\_\_, 20 \_\_\_\_
Initial Term Fiscal Year Ending
June 30, 20 \_\_\_\_

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Oblige named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or

to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

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

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

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

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In Presence of: \_\_\_\_\_ Individual Principal  
 Witness: \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

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In Presence of: \_\_\_\_\_ Co-Partnership Principal  
 Witness: \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Name of Co-Partnership)  
 \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

---

Attest: \_\_\_\_\_ Corporate Principal  
 \_\_\_\_\_ (Name of Corporation)  
 AFFIX  
 \_\_\_\_\_ By: \_\_\_\_\_ CORPORATE  
 Corporate Secretary \_\_\_\_\_ President SEAL

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Attest: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (Corporate Surety)  
 \_\_\_\_\_ By: \_\_\_\_\_ SEAL  
 Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Bonding Agent's Name: \_\_\_\_\_  
 \_\_\_\_\_ (Business Address of Surety)

Agent's Address \_\_\_\_\_

Approved as to legal form and sufficiency this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Asst. Attorney General

**21.07.02 Mandatory Construction Contract Clauses**

Authority: State Finance and Procurement Article, §§12-101, 13-216, 13-218, and 13-225, Annotated Code of Maryland

**.02 Changes.**

Mandatory provision for all construction contracts:

“Changes

“(1)—(4) (text unchanged)

“(5) If the Contractor intends to assert a claim for an equitable adjustment under this clause, [he] *the Contractor* shall, within 30 days after receipt of a written change order under paragraph (1) of this clause, or the furnishing of written notice under paragraph (2) of this clause, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under paragraph (2) of this clause.

“(6)—(7) (text unchanged)

**.03 Variations in Estimated Quantities.**

Mandatory provision for only those construction contracts that contain estimated quantity items:

“Variations in Estimated Quantities

“Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in [his] *the procurement officer's* judgment the findings justify.”

**.04 Suspension of Work.**

Mandatory provision for all construction contracts:

“Suspension of Work

“(1) The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as [he] *the procurement officer* may determine to be appropriate for the convenience of the State.

“(2) If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this contract, or by [his] *the procurement officer's* failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the

cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for *or* excluded under any provision of this contract.

“(3) (text unchanged)

**.05 Differing Site Conditions.**

Mandatory provision for all construction contracts:

“Differing Site Conditions

“(1) The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if [he] *the procurement officer* finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

“(2)—(3) (text unchanged)

**.06 Site Investigation.**

Mandatory provision for all construction contracts:

“Site Investigation

“The Contractor acknowledges that [he] *the Contractor* has investigated and satisfied [himself] *itself* as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that [he] *the Contractor* has satisfied [himself] *itself* as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint [himself] *itself* with the available information may not relieve [him] *the Contractor* from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.”

**.07 Default, Delay and Time Extensions.**

Mandatory provision for all construction contracts:

“Termination for Default—Damages for Delay—Time Extensions

“(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate [his] *the Contractor’s* right to proceed with the work or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor’s right to proceed with the work is terminated, [he] *the Contractor* and [his] *its* sureties shall be liable for any damage to the State resulting from [his] *the Contractor’s* refusal or failure to complete the work within the specified time.

“(2)—(3) (text unchanged)

“(4) The Contractor’s right to proceed may not be so terminated nor the contractor charged with resulting damages if:

(a) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of [both] *either* the Contractor [and] *or* the subcontractors or suppliers; and

(b) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in [his] *the procurement officer’s* judgement, the findings of fact justify such an extension, and [his] *the procurement officer’s* findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the “Disputes” clause of this contract.

“(5)—(7) (text unchanged)

**.08 Liquidated Damages.**

Mandatory provision for:

A. *All contracts with certified MBE participation goals, in accordance with COMAR 21.11.03.10E; and*

B. [all] *All* construction contracts unless the agency head determines that the exclusion of the clause is in the best interest of the State:

“Liquidated Damages

“Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion.

“For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.”

**.09 Termination for Convenience.**

Mandatory provision for all construction contracts:

“Termination for Convenience of the State

“(1) (text unchanged)

“(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a)—(d) (text unchanged)

(e) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent [he] *the procurement officer* may require, which approval or ratification shall be final for all the purposes of this clause;

(f) (text unchanged)

(g) Use [his] *the Contractor’s* best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) of this clause; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h)—(i) (text unchanged)

“(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer [his] *the Contractor’s* termination claim, in the form and with certification prescribed by the procurement officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, [he] *the procurement officer* may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit [his] *its* termination claim within the time allowed, the procurement officer may determine, on the basis of information available to [him] *the procurement officer*, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

“(4)—(6) (text unchanged)

“(7) The Contractor shall have the right of appeal, under the clause of this contract entitled “Disputes”, from any determination made by the procurement officer under paragraphs (2), (5), or (9) hereof, except that if the Contractor has failed to submit [his] *its* claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of such time, [he] *the Contractor* shall have no such right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraphs (3), (5), or (9) hereof, the State shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

“(8)—(10)

“(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all [his] *its* books, records, documents and other evidence bearing on the costs and expenses of the contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, photographs, microphotographs, or other authentic reproductions thereof.”

PROPOSED ACTION ON REGULATIONS

.11 Performance and Payment Bonds—Multiyear Annual and Renewable.

Optional forms for multiyear construction contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

ANNUAL PERFORMANCE BOND—RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date Bond Executed _____, 20____
	Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

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

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.



In Presence of: Individual Principal
Witness: \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: Co-Partnership Principal
Witness: \_\_\_\_\_ (SEAL)
(Name of Co-Partnership)
By: \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Attest: Corporate Principal
(Name of Corporation)
AFFIX
By: \_\_\_\_\_ CORPORATE SEAL
Corporate Secretary President

Attest: (SEAL)
Signature
Bonding Agent's Name: \_\_\_\_\_
Agent's Address \_\_\_\_\_
(Corporate Surety)
By: \_\_\_\_\_ SEAL
Title \_\_\_\_\_
(Business Address of Surety)

Approved as to legal form and sufficiency this
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:
ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal Business Address of Principal
Surety Oblige
a corporation of the State of \_\_\_\_\_ STATE OF MARYLAND
and authorized to do business in the State of Maryland
Penal Sum of Bond (express in words and figures) Date Bond Executed
\_\_\_\_\_, 20\_\_
Initial Term Fiscal Year Ending
June 30, 20\_\_

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Oblige named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for

PROPOSED ACTION ON REGULATIONS

additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

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

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

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in a Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, who has not been in full pay, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
Witness: \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: Co-Partnership Principal
Witness: \_\_\_\_\_ (SEAL)
(Name of Co-Partnership)
By: \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Corporate Principal
Attest: \_\_\_\_\_ (Name of Corporation)
AFFIX
By: \_\_\_\_\_ CORPORATE
Corporate Secretary President SEAL

Attest: \_\_\_\_\_ (SEAL)

Signature

Bonding Agent's Name: \_\_\_\_\_

Agent's Address \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

By: \_\_\_\_\_ SEAL

Title \_\_\_\_\_

\_\_\_\_\_  
(Business Address of Surety)

Approved as to legal form and sufficiency this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Asst. Attorney General

## Subtitle 11 SOCIOECONOMIC POLICIES

### 21.11.01 Small Business Procurements

Authority: State Finance and Procurement Article, §§12-101, 14-201—14-208, and 14-501—14-505, Annotated Code of Maryland

#### .02 Small Business Procurement Programs.

A. (text unchanged)

B. The small business preference program specifically authorizes the [Departments] *Department of General Services, Department of Transportation, University System of Maryland, Morgan State University*, and, for procurements in connection with the construction of State correctional facilities, *Department of Public Safety and Correctional Services* to apply certain percentage price preferences in favor of certified small businesses when evaluating and awarding bids on those procurements designated for a small business preference.

C. (text unchanged)

#### .05 Small Business Preference Program.

A. Applicability. The small business preference program applies to procurements by the Department of Transportation, the Department of General Services, *the University System of Maryland*, and Morgan State University. The small business preference program also applies to the Department of Public Safety and Correctional Services for procurements in connection with the construction of a State correctional facility.

B. Procedures.

(1) Designation of Small Business Preference Contracts. The Secretaries of General Services, Transportation, and Public Safety and Correctional Services, *the Chancellor of the University System of Maryland*, and the President of Morgan State University or their designees shall screen all procurements potentially eligible for a small business preference and shall determine which of those procurements shall be made under these procedures and the percentage preference to be applied. The determination shall be based on the availability of qualified, certified small businesses and other appropriate factors.

(2)—(4) (text unchanged)

(5) Reporting. The Departments of Transportation and General Services, *the University System of Maryland*, and Morgan State

University shall submit a report on the Small Business Preference Program annually as required under COMAR 21.13.01.03A.

### 21.11.03 Minority Business Enterprise Policies

Authority: State Finance and Procurement Article, §§12-101 and 14-301—14-308, Annotated Code of Maryland; Ch. 268, 283, 293, 328, and 715, Acts of 2009; Ch. 619, Acts of 2010; Chs. 252, 253, and 254, Acts of 2011; Ch. 154, Acts of 2012; *Chs. 335, 336, 481, and 482, Acts of 2018*

#### .09 Procurement Solicitations.

A.—B. (text unchanged)

C. MBE Subcontracting Provisions.

(1)—(4) (text unchanged)

(5) The failure of a bidder to accurately complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive *unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.*

(6) The failure of an offeror to accurately complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not *reasonably* susceptible of being selected for award *unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.*

(7)—(8) (text unchanged)

D.—G. (text unchanged)

#### .10 Contract Award.

A. (text unchanged)

B. Additional Documentation.

(1)—(5) (text unchanged)

(6) [If the] *Any* MBE utilization affidavit [and] *or* MBE participation schedule [of the] *submitted by an* apparent successful bidder or offeror *that [do] does not include a commitment to achieve the contract goal and any subgoals for MBE participation[, the apparent successful bidder or offeror] is an implied request for a full or partial waiver of the remainder of the contract goal or subgoals, as applicable, and the apparent successful bidder or offeror shall submit documentation supporting [the] that waiver request [that was included with the bid or proposal] as provided in Regulation .11 of this chapter.*

(7) (text unchanged)

C.—D. (text unchanged)

E. All contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract *and a provision that prohibits a unit from assessing liquidated damages for an indefinite delivery contract or an indefinite performance contract if a unit fails to request the performance or delivery of a task for which an MBE subcontractor was:*

- (1) *Named on the MBE Participation Schedule; or*
- (2) *Named on the MBE Participation Schedule and qualified based on the subcontractor's existing North American Industry Classification System Code.*

F. (text unchanged)

**.11 Waiver.**

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for each certified MBE classification specified as having a subcontract goal or the overall MBE contract goal, the bidder or offeror [may request, in writing, a waiver to include] *shall submit the following documentation in support of a waiver request:*

- (1)—(6) (text unchanged)

B.—G. (text unchanged)

**21.11.13 Veteran-Owned Small Business Enterprises**

Authority: State Finance and Procurement Article, §§14-601—14-605; Chs. 343 and 344, Acts of 2015; *Chs. 708 and 709, Acts of 2017*

**.04 Procurement Agency Responsibility.**

A.—C. (text unchanged)

D. Procurement agencies shall use the forms and affidavits developed by the [Board of Public Works] *Governor's Office of Small, Minority, and Women Business Affairs* for reporting procedures required by this title.

**Subtitle 13 PROCUREMENT REPORTING REQUIREMENTS**

**21.13.01 Reporting Requirements**

Authority: Election Law Article, §§14-101 and 14-107; State Finance and Procurement Article, §§12-101, 13-207, 14-208, 14-305, 14-505, 15-110, 15-111, and 17-104; Annotated Code of Maryland

**.03 Reports of the Small Business Programs.**

A. Small Business Preference Program. The Secretary of General Services, the Secretary of Transportation, *the Chancellor of the University System of Maryland*, and Morgan State University shall prepare and submit a written report annually within 90 days following the close of the fiscal year to the Board, and subject to State Government Article, §2-1246, Annotated Code of Maryland, to the Legislative Policy Committee, about the operation and effectiveness of the small business preference program (State Finance and Procurement Article, §14-208, Annotated Code of Maryland).

B. (text unchanged)

SHEILA McDONALD  
Executive Secretary

# Errata

## COMAR 26.03.13.04

At 46:3 Md. R. 153 (February 1, 2019), column 1, line 21 from the top:

Delete: — **Onsite Sewage Disposal System Fund**

At 46:3 Md. R. 153 (February 1, 2019), column 1, line 27 from the top:

For: **Implementation — Onsite Sewage Disposal System Fund.**

Read: **Implementation.**

[19-08-26]

## General Notices

### Notice of ADA Compliance

The State of Maryland is committed to ensuring that individuals with disabilities are able to fully participate in public meetings. Anyone planning to attend a meeting announced below who wishes to receive auxiliary aids, services, or accommodations is invited to contact the agency representative at least 48 hours in advance, at the telephone number listed in the notice or through Maryland Relay.

#### CHESAPEAKE BAY TRUST

**Subject:** Public Meeting  
**Date and Time:** May 15, 2019, 3 — 6 p.m.  
**Place:** Chesapeake Bay Trust Office, 108 Severn Ave., Annapolis, MD  
**Contact:** Sarah Higgins (410) 974-2941  
 [19-08-10]

#### MARYLAND STATE BOARD FOR THE CERTIFICATION OF RESIDENTIAL CHILD CARE PROGRAM PROFESSIONALS

**Subject:** Public Meeting  
**Date and Time:** July 12, 2019, 10 — 11 a.m.  
**Place:** 4201 Patterson Ave., Baltimore, MD  
**Contact:** Gwendolyn Joyner (410) 764-5996  
 [19-08-13]

#### GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION

**Subject:** Public Hearing  
**Date and Time:** April 17, 2019, 10 a.m. — 12 p.m.  
**Place:** 100 Community Pl., First Fl. Conf. Rm. Side B, Crownsville, MD  
**Contact:** Rebecca Allyn (410) 697-9384  
 [19-08-02]

#### GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION

**Subject:** Public Meeting  
**Date and Time:** April 18, 2019, 1:30 — 3:30 p.m.  
**Place:** 100 Community Pl., Crownsville, MD  
**Add'l. Info:** Children's Justice Act Committee  
**Contact:** Jessica Wheeler (410) 697-9342  
 [19-08-04]

#### GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION

**Subject:** Public Hearing  
**Date and Time:** April 24, 2019, 10 a.m. — 12 p.m.  
**Place:** 100 Community Pl., First Fl. Conf., Rm. Side B, Crownsville, MD  
**Contact:** Rebecca Allyn (410) 697-9384  
 [19-08-03]

#### MARYLAND DEPARTMENT OF HEALTH

**Subject:** Public Meeting  
**Date and Time:** May 2, 2019, 9 a.m. — 12 p.m.  
**Place:** West Village Commons, Towson University, 424 Emerson Dr., Towson, MD  
**Add'l. Info:** Meeting of the Maryland Medicaid Pharmacy Program's Pharmacy and Therapeutics Committee (Preferred Drug List).

As soon as available, classes of drugs to be reviewed, speaker registration guidelines and directions to meeting location will be posted on the Maryland Medicaid Pharmacy Program website at: <https://mmcp.health.maryland.gov/pap/Pages/Public-Meeting-Announcement-and-Procedures-for-Public-Testimony.aspx>.

Submit questions via email to [mdh.marylandpdlquestions@maryland.gov](mailto:mdh.marylandpdlquestions@maryland.gov).  
**Contact:** Shawn Singh (410) 767-6896  
 [19-08-08]

#### MARYLAND DEPARTMENT OF HEALTH

**Subject:** Public Hearing  
**Date and Time:** May 23, 2019, 3 — 5 p.m.  
**Place:** 201 W. Preston St., Rm. L-1, Baltimore, MD  
**Add'l. Info:** Waiver Amendment Hearing Effective January 1, 2017, the Centers for Medicare and Medicaid Services (CMS) approved and renewed Maryland's §1115 demonstration waiver, known as HealthChoice, for a 5-year period.

Per the terms of the §1115 HealthChoice demonstration renewal as required by 42 CFR §431.420(c), the Maryland Department of Health (MDH) must conduct a post-award forum within 6 months of implementing the demonstration and annually thereafter. The forum is intended to provide the public with the opportunity to offer meaningful comment on the progress of the demonstration.

Additionally, MDH intends to seek CMS approval for a §1115 demonstration waiver amendment, which will include a new Collaborative Care Pilot. The post-award forum will also provide the public an opportunity to comment on programs proposed for inclusion in the §1115 demonstration waiver amendment.

The 2019 post-award forum and §1115 demonstration waiver amendment hearing

will be held May 23, 2019, at 3 p.m., in room L-1 at 201 West Preston Street, Baltimore, Maryland. A second public hearing for the §1115 amendment will be held at 100 Community Place, Crownsville, Maryland, on June 7, 2019, at 10 a.m., in Side A of the First Floor Conference Room. More information will be published in a forthcoming second public notice and can be found on the waiver amendment website below.

For more information on the post-award forum, please go to <https://mmcp.health.maryland.gov/healthchoice/Pages/HealthChoice-Post-Award-Forum.aspx>.

For more information on the waiver amendment and how to send comments to MDH, please visit <https://mmcp.health.maryland.gov/Pages/1115-HealthChoice-Waiver-Renewal.aspx>.

Please direct any questions to [mdh.healthchoicerenewal@maryland.gov](mailto:mdh.healthchoicerenewal@maryland.gov).  
**Contact:** Alyssa Brown (410) 767-9795  
 [19-08-19]

#### MARYLAND HEALTH BENEFIT EXCHANGE

**Subject:** Public Meeting  
**Date and Time:** May 2, 2019, 4 — 5 p.m.  
**Place:** 750 East Pratt St., 6th Fl., Training Rm., Baltimore, MD  
**Contact:** Taylor Kasky (410) 547-7371  
 [19-08-18]

#### MARYLAND INSURANCE ADMINISTRATION

**Subject:** Public Meeting  
**Date and Time:** May 23, 2019, 10 a.m. — 12 p.m.  
**Place:** Maryland Insurance Administration, 200 St. Paul Pl., 24th Fl. Hearing Rm., Baltimore, MD  
**Add'l. Info:** Insurance Commissioner Al Redmer, Jr., will hold a meeting on May 23, 2019, at 10 a.m. at the Maryland Insurance Administration, 200 St. Paul Place, 24th Floor Hearing Room, Baltimore, MD 21202 to review what the Maryland Insurance Administration has done and will continue to do in preparation for the 2019 hurricane season. Commissioner Redmer also will discuss how property and casualty insurers can help the Maryland Insurance

Administration promptly and efficiently assist Maryland consumers.

If you plan to attend this meeting, please RSVP to joy.hatchette@maryland.gov. If you have any questions, you may also contact Joy Hatchette at the same email address or at 410-468-2029.

You can also call in to the meeting by dialing 240-454-0887. The passcode is 732980596.

**Contact:** Joy Hatchette (410) 468-2029  
[19-08-09]

#### DIVISION OF LABOR AND INDUSTRY/AMUSEMENT RIDE SAFETY ADVISORY BOARD

**Subject:** Public Meeting

**Date and Time:** May 15, 2019, 10 a.m. — 12 p.m.

**Place:** Days Inn Ocean Front, 2210 Baltimore Ave., Ocean City, MD

**Add'l. Info:** The Commissioner of Labor and Industry is seeking feedback from interested members of the public, particularly the ropes and challenge course community, on the Association for Challenge Course Technology Standard. Comments and Feedback will be accepted by Mischelle F. Vanreusel, Regulatory and Grants Coordinator, via mail at 1100 North Eutaw Street, Room 600, Baltimore, Maryland 21201, via phone at (410) 767-2225, via email at [mischelle.vanreusel@Maryland.gov](mailto:mischelle.vanreusel@Maryland.gov), and via fax at (410) 767-2986. Comments will be accepted through May 1, 2019. A public hearing has not been scheduled at this time. The next Amusement Ride Advisory Board Meeting will be held on May 15, 2019.

**Contact:** Pamela Torres (410) 767-2348  
[19-07-11]

#### MARYLAND STATE LOTTERY AND GAMING CONTROL COMMISSION

**Subject:** Public Meeting

**Date and Time:** April 25, 2019, 10 a.m. — 12 p.m.

**Place:** Montgomery Park Business Center, 1800 Washington Blvd., Ste. 330, Baltimore, MD

**Contact:** Kathy Lingo (410) 230-8790  
[19-08-11]

#### MARYLAND HEALTH CARE COMMISSION

**Subject:** Public Meeting

**Date and Time:** April 18, 2019, 1 — 4 p.m.

**Place:** 4160 Patterson Ave., Rm. 100, Baltimore, MD

**Contact:** Valerie Wooding (410) 764-3570  
[19-08-06]

#### MARYLAND HEALTH CARE COMMISSION

**Subject:** Public Meeting

**Date and Time:** May 16, 2019, 1 p.m.

**Place:** 4160 Patterson Ave., Rm. 100, Baltimore, MD

**Contact:** Valerie Wooding (410) 764-3570  
[19-08-07]

#### MARYLAND HEALTH CARE COMMISSION

**Subject:** Receipt of Application

**Add'l. Info:** Add'l Info: The Maryland Health Care Commission (MHCC) received 8 applications for Certificate of Ongoing Performance Primary and Elective Percutaneous Coronary Intervention Services submitted by:

(1) Anne Arundel Medical Center — Matter No. 19-02-CP010;

(2) Johns Hopkins Bayview Medical Center — Matter No. 19-24-CP011;

(3) Carroll Hospital Center — Matter No. 19-06-CP012;

(4) MedStar Franklin Square Medical Center — Matter No. 19-03-CP013;

(5) Howard County General Hospital — Matter No. 19-13-CP014;

(6) St. Agnes Hospital — Matter No. 19-24-CP015;

(7) UM-Baltimore Washington Medical Center — Matter No. 19-02-CP016; and

(8) UM-Upper Chesapeake Medical Center — Matter No. 19-12-CP017.

The MHCC shall review the applications under Health-General Article, §19-101 et seq., Annotated Code of Maryland, and COMAR 10.24.01.

Any affected person may make a written request to the Commission to receive copies of relevant notices concerning the applications. All further notices of proceedings on the applications will be sent only to affected persons who have registered as interested parties.

Please refer to the Matter No. listed above in any correspondence on the applications. Copies of the applications are available, for review, in the office of the MHCC, during regular business hours by appointment, or on the Commission's website at [www.mhcc.maryland.gov](http://www.mhcc.maryland.gov).

All correspondence should be addressed to Eileen Fleck, Chief, Acute Care Policy and Planning, Center for Health Care Facilities Planning and Development, MHCC, 4160 Patterson Ave., Baltimore, MD 21215.

**Contact:** Ruby Potter (410) 764-3276  
[19-08-20]

#### DEPARTMENT OF NATURAL RESOURCES/FISHING AND BOATING SERVICES

**Subject:** Public Notice — 2018-2019 Commercial Yellow Perch Temporary Opening on the Upper Bay — Effective 3/20/2019

**Add'l. Info:** The Secretary of the Maryland Department of Natural Resources, pursuant to COMAR 08.02.21.04B, announces that the 2018—2019 commercial yellow perch fishery on the upper Bay will open for 1 day on Wednesday, March 20, 2019, at 12:01 a.m. The fishery will close on Wednesday, March 20, 2019, at 11:59 p.m.

The commercial yellow perch fishery on the Patuxent River will remain open and is subject to closure by public notice when the harvest target is projected to be met or when the fishery closes on March 31, 2019, at 11:59 p.m. The commercial yellow perch fishery on the Chester River will remain closed. All other rules remain the same.

Jeannie Haddaway-Riccio

Secretary of Natural Resources

**Contact:** Tamara O'Connell (410) 507-0779

[19-08-17]

#### BOARD OF OCCUPATIONAL THERAPY PRACTICE

**Subject:** Public Meeting

**Date and Time:** April 19, 2019, 9 a.m. — 12 p.m.

**Place:** Tuerk Bldg., 55 Wade Ave., Baltimore, MD

**Add'l. Info:** Health Occupations Article, Title 10, Annotated Code of Maryland, and COMAR 10.46 amendments, additions, and revisions, including fee changes, may be discussed/voted on. Budget information may also be discussed. It may be necessary to go into executive session. Sign language interpreters and/or appropriate accommodations for qualified individuals with disabilities will be provided upon request. Please call 1-800-735-2255. The meeting may take place by teleconference. Please call the office to confirm.

**Contact:** Lauren Murray (410) 402-8556  
[19-08-15]

#### STATE ADVISORY COUNCIL ON QUALITY CARE AT THE END OF LIFE

**Subject:** Public Meeting

**Date and Time:** May 13, 2019, 10 a.m. — 12 p.m.

**Place:** Office of Health Care Quality, 7120 Samuel Morse Dr., 2nd Fl., Columbia, MD

**Add'l. Info:** The public is welcome.

**Contact:** Paul Ballard (410) 767-6918  
[19-08-12]

**MARYLAND DEPARTMENT OF  
TRANSPORTATION/OFFICE OF  
MINORITY BUSINESS ENTERPRISE**

**Subject:** Public Meeting

**Dates and Times:** May 1, 2019, 8:30 a.m. — 5 p.m.

Additional Dates:

May 15, 2019, 8:30 a.m. — 5:00 p.m.

May 29, 2019, 8:30 a.m. — 5:00 p.m.

June 12, 2019, 8:30 a.m. — 5:00 p.m.

June 26, 2019, 8:30 a.m. — 5:00 p.m.

July 10, 2019, 8:30 a.m. — 5:00 p.m.

July 24, 2019, 8:30 a.m. — 5:00 p.m.

August 7, 2019, 8:30 a.m. — 5:00 p.m.

August 21, 2019, 8:30 a.m. — 5:00 p.m.

September 4, 2019, 8:30 a.m. — 5:00 p.m.

September 18, 2019, 8:30 a.m. — 5:00 p.m.

October 2, 2019, 8:30 a.m. — 5:00 p.m.

October 16, 2019, 8:30 a.m. — 5:00 p.m.

October 30, 2019, 8:30 a.m. — 5:00 p.m.

November 13, 2019, 8:30 a.m. — 5:00 p.m.

November 27, 2019, 8:30 a.m. — 5:00 p.m.

December 4, 2019, 8:30 a.m. — 5:00 p.m.

December 18, 2019, 8:30 a.m. — 5:00 p.m.

**Place:** Maryland Department of  
Transportation, 7201 Corporate Center Dr.,  
Hanover, MD

**Contact:** Sabrina Bass (410) 865-1240

[19-08-25]

**BOARD OF WELL DRILLERS**

**Subject:** Public Meeting

**Date and Time:** April 24, 2019, 9 a.m. —  
12 p.m.

**Place:** MDE, 1800 Washington Blvd.,  
Baltimore, MD

**Add'l. Info:** A portion of this meeting may  
be held in closed session.

**Contact:** Elaine Nolen (410) 537-4466

[19-08-01]

**WORKERS' COMPENSATION  
COMMISSION**

**Subject:** Public Meeting

**Date and Time:** April 25, 2019, 9:30 — 11  
a.m.

**Place:** 10 E. Baltimore St., Baltimore, MD

**Add'l. Info:** Portions of this meeting may  
be held in closed session.

**Contact:** Amy Lackington (410) 864-5300

[19-08-05]



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| <b>Title 10</b>                            | Maryland Department of Health (All parts) **                     | \$272              | \$180                     | _____         | _____ |
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| <b>Title 11</b>                            | Transportation (All parts) **                                    | \$106              | \$75                      | _____         | _____ |
| <b>Title 11</b>                            | Part 1 (Transportation) **                                       | \$42               | \$25                      | _____         | _____ |
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| <b>Title 27</b>                            | Critical Area Comm. for the Chesapeake and Atlantic Coastal Bays | \$18               | \$10                      | _____         | _____ |
| <b>Title 28</b>                            | Office of Administrative Hearings                                | \$16               | \$9                       | _____         | _____ |
| <b>Title 29</b>                            | State Police                                                     | \$30               | \$18                      | _____         | _____ |
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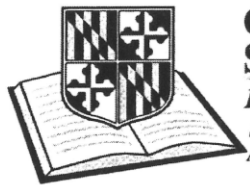
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