***DATE***

***NAME***

***MAILING ADDRESS***

Dear ***INSERT NAME***

Thank you for partnering with the State of Maryland to provide patient surge capacity in response to the COVID-19 pandemic. The State will be providing ***INSERT QUANTITY, 10-bed ADVANCED MEDICAL TENT(S) (AMT)/LARGE TENT(S)*** at ***INSERT SPECIFIC NAME AND LOCATION***.

The conditions are as follows:

1. The AMT/Large Tent will be provided to ***INSERT ENTITY NAME*** to support activities related to the anticipated surges in patient volume related to COVID-19.
2. Acceptance of the AMT/Large Tent is not subject to any obligations, expressly including any obligation to accept patient transfers from other hospitals or jurisdictions to the extent not otherwise required by applicable law or Executive Order.
3. State will provide ***INSERT QUANTITY*** AMT/Large Tent with electrical, mechanical and plumbing services (including set-up at the mutually agreed upon location and decommissioning) at no charge to ***INSERT ENTITY NAME***.
4. ***INSERT ENTITY NAME*** will provide all staffing, durable and consumable equipment/supplies, personal protective equipment and support services associated with operation of the AMT/Large Tent. Additionally, water supply, electricity, generator fuel, and telecommunications/internet connectivity will be provided by ***INSERT ENTITY NAME***. ***INSERT ENTITY NAME*** will be responsible for IT connections to their network, as the AMT/Large Tent is pre-wired for data only.
   1. If***INSERT ENTITY NAME*** becomes unable to provide the necessary supplies and equipment to support the AMT/Large Tent, the State shall supplement the structure with appropriate consumable and durable medical equipment and supplies while COVID-19 surge patients are being treated within the AMT/Large Tent.
5. ***INSERT ENTITY NAME*** will have use of the AMT/Large Tent indefinitely at no cost to ***INSERT ENTITY NAME*** to support patient surge volumes. The State and ***INSERT ENTITY NAME*** will mutually agree on a timeline for decommissioning and removal of the AMT/Large Tent.
   1. In the event an AMT/Large Tent is decommissioned and needs to become operational again, ***INSERT ENTITY NAME*** must give the State at least ninety-six (96) hours’ notice. ***INSERT ENTITY NAME*** shall be responsible for re-certifying medical gases and oxygen tanks.
6. ***INSERT ENTITY NAME*** reserves the right, at their own expense, to re-locate the AMT/Large Tent on the facility grounds based on their own operational needs. Any damage to the AMT/Large Tent incurred during re-location will be at the expense of ***INSERT ENTITY NAME. INSERT ENTITY NAME*** shall notify the State of their intent to move the AMT/Large Tent at least seven (7) business days in advance so a walk-through may be conducted to document any damage prior to the re-location. In the event of a natural, manmade, technological emergency and/or as other emergent needs arise, the State shall move the AMT/Large Tent to a mutually agreed upon new location with ***INSERT ENTITY NAME*** at no cost to ***INSERT ENTITY NAME***
7. ***INSERT ENTITY NAME*** and the State will jointly conduct a walk-through of the AMT/Large Tent before ***it is/they are*** released to ***INSERT ENTITY NAME***. ***INSERT ENTITY NAME*** shall identify any items needing to be addressed at that time. ***INSERT ENTITY NAME*** shall exercise reasonable care in maintaining the AMT/Large Tent; failure to do so may result in damages being assessed against ***INSERT ENTITY NAME*** by the State.
   1. The Department of General Services (DGS) will provide an Operations and Maintenance (O&M) manual and will provide contact information for any warranty issues. ***INSERT ENTITY NAME*** shall monitor the AMT/Large Tent for issues and shall reach out directly for services, per the manual. When situations arise, where due to immediate patient safety, DGS services are not available, the ***INSERT ENTITY NAME*** shall take appropriate measures to address AMT/Large Tent issues such as leaking rainwater or wall separation. The State will correct temporary measures and return AMT/Large Tent to original construction design at no cost to ***INSERT ENTITY NAME***.
   2. While the structure is operational, DGS or its designee, will visit the site weekly through the emergency declaration and during/immediately after any natural, manmade or technological emergency (i.e., high wind event, snow, earthquake, hurricane, etc.) to assure tent integrity. The contractor will also periodically inspect the structures and systems and provide a completed checklist for each site, in accordance with Attachment A.
   3. While the structure is decommissioned but remains on ***INSERT ENTITY NAME*** property, DGS will conduct monthly maintenance checks of the structure, the generator and HVAC systems.
8. If health care services provided to patients in the AMT/Large Tent are reimbursable by third party payers, ***INSERT ENTITY NAME*** shall bill for all such services provided, including but not limited to, direct billing of patient’s insurance, Medicaid, and Medicare, and any and all other systems of billing and payment. ***INSERT ENTITY NAME*** agrees to make reasonable efforts to bill and collect for services rendered in the AMT/Large Tent. Billing procedures will be pursuant to the ***INSERT ENTITY NAME*** practices, policies and procedures. Invoiced amounts will be subject to, bad debt, payor rules, permitted waivers of copayment or other fees, charitable care policies and contractual allowances. ***INSERT ENTITY NAME*** agree to make reasonable efforts to bill and collect for services rendered in the AMT/Large Tent, and to the extent feasible, their efforts will be consistent with its billing and collection practices.
9. In the event that collections from billing do not cover the cost of operating the AMT/Large Tent for the treatment of COVID-19 patients, the State shall reimburse ***INSERT ENTITY NAME*** for the difference between collections and realized costs. It is the responsibility of ***INSERT ENTITY NAME*** to provide appropriate documentation of all expenses to the State.

The State greatly appreciates ***INSERT ENTITY NAME’S*** willingness to protect Marylanders by providing patient surge capacity in response to the COVID-19 outbreak

Sincerely,

Robert R. Neall

Secretary

I acknowledge and agree to the terms and conditions set forth in the above letter.

By:

Signature:

Title

Date: