Jeffrey A. Cline, *President* Terry L. Baker, *Vice President* Krista L. Hart, *Clerk*



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BOARD OF COUNTY COMMISSIONERS September 14, 2021 OPEN SESSION AGENDA

- 8:30 AM MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE CALL TO ORDER, *President Jeffrey A. Cline* APPROVAL OF MINUTES: *August 31, 2021*
- 8:35 AM COMMISSIONERS' REPORTS AND COMMENTS
- 8:40 AM STAFF COMMENTS
- 8:45 AM CITIZENS PARTICIPATION

Convene as the Board of Health

8:50 AM AWARD OF THE PROGRAM "ADOLESCENT CLUBHOUSE"–HEALTH DEPARTMENT (RFP#-2022-01) \$250,000 Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Washington County Board of County Commissioners

- 8:55 AM PROPOSED PILOT AGREEMENT FOR SGC POWER, LLC Zachary Kieffer, Esquire
- 9:10 AM RENEWAL OF COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PLANS Rachel Souders, Senior Grant Manager, Office of Grant Management
- 9:15 AM EDWARD J. BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPROVAL TO SUBMIT APPLICATION AND ACCEPT FUNDING AS AWARDED Rachel Souders, Senior Grant Manager, Office of Grant Management; Captain Mark Knight, Washington County Sheriff's Office
- 9:20 AM ONLINE SALES AND TELEWORKING GRANT APPROVAL TO ACCEPT AWARDED FUNDING Rachel Souders, Senior Grant Manager, Office of Grant Management; Linda Spence, Business Specialist, Business Development
- 9:25 AM UTILITY BUDGET TRANSFER Mark Bradshaw, Director, Environmental Management
- 9:30 AM APPLICATION FOR ZONING TEXT AMENDMENT RZ-21-004 Jill Baker, Director, Planning and Zoning

9:35 AM ADMINISTRATION OF AN END-OF-EMPLOYMENT ACTION IN CONJUNCTION WITH THE EXHAUSTING OF ALL FMLA, PAID SICK LEAVE, AND SHORT-TERM DISABILITY PLAN BENEFITS – AMENDMENT TO <u>EB-4 SHORT TERM DISABILITY</u> <u>POLICY</u> Larry Etchison, Director, Human Resources

9:45 AM CLOSED SESSION - (To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal matter; & To conduct collective bargaining negotiations or consider matters that relate to the negotiations.)

10:05 AM RECONVENE IN OPEN SESSION – Adjournment

The Commissioners will be attending a Ribbon Cutting of 417 N. Jonathan Street Structure (Preservation Maryland)



Agenda Report Form

NOTE: The Board will need to convene as the *Board of Health when considering this request*.

Open Session Item

SUBJECT: Award of the program "Adolescent Clubhouse" - Washington County Health Department - #RFP-2022-01 in the amount of \$250,000.

PRESENTATION DATE: Tuesday, September 14, 2021

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: Move to award the program "Adolescent Clubhouse," RFP-2022-01 to Horizon Goodwill Industries in the amount of **\$250,000.00**

REPORT-IN-BRIEF: The RFP was advertised in EMMA (State Procurement Advertising Portal) and available on the Washington County Health Department website. The RFP was issued on Thursday, July 15, 2021 for interested individuals to develop and operate an Adolescent Clubhouse in Washington County. Two vendors responded to the RFP. **Critical Medical Solutions Corporation** from Ft. Meade, Maryland for the amount of \$500,000. Critical Medical Solutions was over the amount awarded and the description of the outcomes and deliverables did not match the RFP. **Hagerstown Horizon Goodwill Industries** gave detailed information and examples of solidified community partnership, detailed explanation of activities and a clear implementation and operational timeline with a plan of sustainability. Hagerstown Horizon Goodwill Industries requested \$250,000 for the project.

The Adolescent Clubhouse through program expansion efforts, and by building needed infrastructure to support collaboration with schools and communities, and to expand the array of recovery-oriented services available to youth and families. The work done through this initiative will also help to build sustainable partnerships with critical stakeholders in the school and community settings in an effort to build upon an existing network aimed to advance the needs of youth impacted by, affected by, or diagnosed with an OUD.

This initiative supports the early identification of youth who are at risk of, diagnosed with, or in recovery from an OUD, as well as providing support to help engage their families. The funding intends to increase family involvement in the youth and family's well-being and recovery support network. This overarching principle is behind a wide variety of Evidence Based Practice (EBP) models. Increased family engagement has been shown to improve outcomes and to reduce youth substance use across multiple meta analytic reviews. Additional EBP programs will also be offered to the existing and new clubhouses in order to enhance their therapeutic programs.

The Adolescent Clubhouse will allow adolescents to assemble with their peers, in a safe and supportive alcohol and substance free environment that promotes recovery. The Adolescent Clubhouse will honor and respect all diverse pathways to recovery and promote person-centered and peer-based services. Services to the adolescents and families include, but are not limited to:

- Vocational and educational training,
- Self-care and social skills development,
- Peer recovery support,
- Age and developmentally appropriate recovery support groups,
- Resource linkage,
- Volunteer and service opportunities,
- Recovery related workshops, and
- Family engagement events.

DISCUSSION: None

FISCAL IMPACT: The project is being funded by the Behavioral Health Administration and is 100% Federally funded. The grant award to WCHD from BHA was for \$350,000. Horizon Goodwill requested \$250,000. The remainder of the monies will be used for indirect cost.

CONCURRENCES:	Earl Stoner, Health Officer and Daniel Triplett, Administrator
ALTERNATIVES:	N/A
ATTACHMENTS:	RFP-2022-01and Form of Proposal
AUDIO/VISUAL NEEDS:	N/A

Washington County Health Department

1302 PENNSYLVANIA AVENUE HAGERSTOWN, MD 21742 240-313-3216



REQUEST FOR PROPOSAL

ADOLESCENT CLUBHOUSE PROGRAM (AC)

Issued: July 15, 2021

Questions & Answers Due: July 23, 2021 at 1:00 p.m.

Proposal Due: August 12, 2021 at 1:00 p.m.

Prospective applicants who have received this document from a source other than the issuing Officer should immediately Contact the Issuing Officer and provide their name and mailing address in order that addenda to the RFP or other communications can be sent to them. Any prospective applicants who fails to notify the Issuing Officer with this information assumes the complete responsibility in the event they do not receive communications from the Issuing Officer prior to the RFP closing.

RFP-2022-01

REQUEST FOR PROPOSAL

ADOLESCENT CLUBHOUSE

INTRODUCTION:

The WCHD is issuing an RFP to develop and operate an Adolescent Clubhouse in Washington County. The Awardee will develop and operate an Adolescent Clubhouse utilizing a grant award. The award is for budget year July 1-September 30, 2021 and October 1, 2021 – June 30, 2022.

Preference will be given to facilities that are not co-located with substance abuse treatment services. The Adolescent Clubhouse must be located in Washington County, with preference given to proposals that incorporate multiple locations and/or virtual services for youth who cannot access the physical location. Consideration will be given to either a freestanding or mobile facility as long as program requirements are met per the condition of award and statement of work. Locations must be an easily accessible, clean and welcoming public space, that will serve adolescents ages twelve (12) – seventeen (17) impacted by, affected by, or diagnosed with an opioid use disorder (OUD), or in recovery from an OUD as well as their families. These efforts are also aimed to decrease future opioid related deaths in this population at risk for and recovering from an opioid use disorder.

This funding will support the Adolescent Clubhouse through program expansion efforts, and by building needed infrastructure to support collaboration with schools and communities, and to expand the array of recovery-oriented services available to youth and families. The work done through this initiative will also help to build sustainable partnerships with critical stakeholders in the school and community settings in an effort to build upon an existing network aimed to advance the needs of youth impacted by, affected by, or diagnosed with an OUD.

This initiative supports the early identification of youth who are at risk of, diagnosed with, or in recovery from an OUD, as well as providing support to help engage their families. The funding intends to increase family involvement in the youth and family's well-being and recovery support network. This overarching principle is behind a wide variety of Evidence Based Practice (EBP) models. Increased family engagement has been shown to improve outcomes and to reduce youth substance use across multiple meta analytic reviews. Additional EBP programs will also be offered to the existing and new clubhouses in order to enhance their therapeutic programs.

The Adolescent Clubhouse will allow adolescents to assemble with their peers, in a safe and supportive alcohol and substance free environment that promotes recovery. The Adolescent Clubhouse will honor and respect all diverse pathways to recovery and promote person-centered and peer-based services. The services including groups or trainings offered monthly should include, but not be limited to:

- Vocational and educational training,
- Self-care and social skills development,
- Peer recovery support,
- Age and developmentally appropriate recovery support groups,
- Resource linkage,

- Volunteer and service opportunities,
- Recovery related workshops, and
- Family engagement events.

The clubhouse shall employ a Young Adult Peer Recovery Support Specialist (YAPRSS) who will engage with youth at the Adolescent Clubhouse in an effort to improve hope and optimism, support symptom reduction, increase self-esteem, build overall health and wellness, reduce workplace stigma surrounding substance use and co-occurring mental and opioid use disorders, and to inform non-peer staff about recovery from a youth perspective.

There is an expectation that grant funds will be available for Federal Fiscal Year 2022 (July 1, 2021-September 29, 2021). However, the grant award and subsequent payments are subject to the availability of BHA and MDH funds and the satisfactory achievement of program deliverables. The performance measures are subject to change based on the condition of award from BHA.

The funding can be used to support efforts such as, but not limited to:

- Family engagement and availability of Family Peer Support Resources,
- Referral to, or availability of, case management resources/services for families in need of, and interested in, these services,
- Specific interventions supporting youth in families with, or at-risk for, opiate use disorders,
- Training participants and staff in evidence-based practices (EBP) and promising practices such as, but not limited to, Strengthening Families, Adolescent Community Reinforcement Approach (ACRA), Botvin Life Skills, Adverse Childhood experiences (ACES), Screening, Brief Intervention, and Referral to Treatment (SBIRT)/Teen Intervene and Car, Relax, Alone, Forget, Friends, Trouble (CRAFFT), (*minimum of two EPB trainings per grant award period*)
- Education on resiliency strategies to help support abstinence, avoidance of triggers, and recovery,
- Recovery oriented services including engagement with certified peer recovery specialists,
- Smoking cessation and Sexually Transmitted Disease (STD) prevention/education activities,
- Training youth and families engaged in clubhouses on recognizing the signs/symptoms of opiate overdose, on the administration of Naloxone, and to provide information regarding how and where to access Naloxone kits,
- Specific interventions supporting youth in families with, or at-risk for, opiate use disorders,
- Training participants and staff in evidence-based practices (EBP) and promising practices such as, but not limited to, Strengthening Families, Adolescent Community Reinforcement Approach (ACRA), Botvin Life Skills, Adverse Childhood experiences (ACES), Screening, Brief Intervention, and Referral to Treatment (SBIRT)/Teen Intervene and Car, Relax, Alone, Forget, Friends, Trouble (CRAFFT), (*minimum of two EPB trainings per grant award period*)

• Recovery staff will be training in a variety of evidence-based short- and medium-term intervention strategies to assist with promoting abstinence and recovery,

- Social activities and life skills that are designed to promote healthy social connection and reduce isolation,
- Trauma and or recovery related topics,
- Substance use/misuse psychoeducation,
- Naloxone education groups,
- Family support groups,
- These activities should include guidance regarding activities of daily living, independent living skills, group social activities and outings, as appropriate within the structure of the program,
- Recovery support groups that facilitate a conversation focused on a specific topic, including education around health risks, smoking cessation, and prevention of sexually transmitted diseases, and
- Development and start-up of a new clubhouse program, preference given to in an identified, underserved area.

The Clubhouse Model will be adapted for the Adolescent Clubhouse to focus on providing only non-clinical services, although participants will be expected to be in treatment, in the process of beginning treatment, or in aftercare. The Clubhouse Model's non-clinical services foster natural peer support and peer mentoring opportunities for adolescents, who traditionally look to their peers for advice, support, and modeling behavior.

The Clubhouse Model adopts a strengths-based, person-centered approach to recovery that is an integral part of peer recovery support services. The focus of the Adolescent Clubhouse is to support and promote recovery in a way that respects the adolescent's developmental stage and encourages independence and self-efficacy.

GENERAL INFORMATION

The organization or service provider wishing to apply must:

- Meet the eligibility requirements listed in this document,
- Submit an application (Attachment 1),
- Local

 Designate one person (Clubhouse Program Director) to be the liaison with the Washington County Addiction Authority (LAA) to provide information for grant reporting and evaluating the services provided,

• Commit to meet with the LAA at a minimum of once per month from the date of grant

award to provide updates on project progress. Schedule may be modified based on performance,

- Demonstrate sustainability of the Adolescent Clubhouse beyond the life of this grant, and
- Commit to meet monthly, by phone or in-person, with the MDH, and the Behavioral Health Administration Child, Adolescent, and Young Adult Services Unit (CAYA) to discuss the operation of the Adolescent Clubhouse.

ELIGIBILITY REQUIREMENTS:

To apply for the Adolescent Clubhouse Grant, an organization must:

- Be a community-based provider that renders services to the population of adolescent youth
- Be a community- impacted by opioid use disorders (OUD's) and/or co-occurring disorders (COD's), and their families,
- Develop and/or operate a community center in Washington County,
- Provide resiliency and recovery-oriented services to youth and their families,
- Plan to locate a facility that can feasibly meet the requirements for the program and be operational within 3 months of being awarded funds,
- Demonstrate how the activities and services of the organization will be separate and different from current activities and services at the existing facility,
- Be in good standing with the Maryland Department of Taxation and Assessment, the Office of the Secretary of State's Charitable and Legal Services Division (if applicable), the Washington County Health Department, Washington County Department of Planning and Zoning, and all other applicable Federal, State and Local requirements, and
- Maintain liability insurance according to Washington County Government P-4 policy attached

ADMINISTRATIVE REQUIREMENTS

The Awardee must adhere to all grant requirements and comply with the Maryland Department of Health (MDH) Conditions of Award, and relevant local, state, and federal laws and regulations. The Awardee will demonstrate cultural and linguistic competence in the delivery of services to a diverse adolescent population.

The Awardee must establish an advisory board for the Adolescent Clubhouse to guide selection and implementation of services and programs, as well as, consult on issues that may arise. The majority of the board (51% or greater) will consist of representatives of the local community of recovery, including adolescents in recovery and their family members. The LAA will reserve the right to send a representative to advisory board meetings to monitor board operations and progress.

The Awardee will hire and maintain a paid staff consisting of no less than a full-time Adolescent Clubhouse Director and a full-time Young Adult Peer Recovery Support Specialist (YAPRSS). Other positions, which may be full or part-time, include but are not limited to Recreations Coordinator, Educational Coordinator, Vocational Coordinator, and Peer Support Specialist (these positions can be combined if deemed appropriate). The Awardee's staff will participate in Peer Review Workgroups and scheduled project meetings with LAA staff and MDH as requested.

The Awardee will ensure all paid and volunteer staff are appropriately trained and have required certifications or licensures, as applicable. The Awardee will participate in trainings as deemed necessary by the LAA and/or MDH. The Awardee will ensure background checks are conducted and reviewed to determine appropriateness to interact with the population of focus.

The Awardee will create clear Policies and Procedures for all paid and volunteer staff. Policies and Procedures may be subject to review and approval by the LAA.

The Awardee will create clear Rules of Conduct for adolescents that promote tolerance, acceptance, and sensitivity to diverse pathways of recovery and diverse cultures. The Rules of Conduct will be clearly posted at the facility and may be subject to review and approval by the LAA.

The Awardee will utilize sign-in sheets for groups facilitated at the Adolescent Clubhouse to document the number of participants utilizing the services and facility. While acknowledging that even signing in with a first name and last initial may be problematic for certain groups because of issues of anonymity, we must have at least a daily head count of attendees to ensure accountability for support of the Adolescent Clubhouse.

The Awardee must obtain and maintain current knowledge of Washington County community resources. A broad network of referral sources, services, and supports must be established to ensure timely access to care.

FACILITY REQUIREMENTS

The Awardee will provide a safe, welcoming, and clean facility that is compliant with all Washington County building and environmental codes, including guidelines for accessibility established by the Americans with Disabilities Act (ADA). The facility must meet all safety requirements to provide a space conducive to HIPPA compliance. The Awardee will agree to monitoring and inspection by the LAA, in addition to all other inspections required by the County.

The Awardee will agree to have security for the Adolescent Clubhouse. Security will consist of, at minimum, an alarm system and sufficient outdoor lighting around the facility. Preference will be given to a facility that is a free standing, non-treatment service facility. If the chosen facility does provide treatment services, the Awardee must demonstrate how the Adolescent Clubhouse will be separate in space and ideology of the treatment services and must form or have an Advisory Board that is independent from the existing agency's Board.

The facility must be open for services at least 6 days a week. During the school week, the hours will begin after school between 2:00 and 3:00 pm and will end no earlier than 8:00 pm. During the summer months' hours may vary with pre-approval from the LAA, as long as the hours meet the needs of the individuals served. Exceptions may be made to hours of operation during the COVID-19 pandemic and Maryland State of Emergency, with the approval of the LAA, to provide appropriate hours of operation to meet the needs of the individuals served.

The facility itself should consist of, at minimum:

• Two offices, at least one of which is private and can be utilized for peer support sessions as needed,

- Meeting room (holds up to 30 people),
- Kitchen (microwave, sink and refrigerator),
- Open space for socializing and peer led activities, and
- Bathrooms (either private or separate for men and women).

Preference will be given to a facility that can provide the following on-site:

- Recreation areas/equipment (e.g. basketball court, pool table, tennis court),
- Transportation,
- Computer lab and computer equipment,
- Existing provisions for security, and
- Adolescent/youth programs.

The Adolescent Clubhouse will not, under any circumstances, provide overnight accommodations.

PROGRAM AND SERVICES REQUIREMENTS

The Awardee will use the funds to support staffing, operations, and recovery-oriented services for the Adolescent Clubhouse and the awardee will use funds to hire one YAPRSS, purchase a laptop, and for travel reimbursement for the YAPRSS.

The Awardee will agree that no subcontractor(s) shall be hired to provide services related to the Adolescent Clubhouse, unless and until prior approval has been given by the LAA. The Awardee will submit in writing any request for services to be provided by a subcontractor to the LAA. Work performed by a subcontractor that has not received prior approval from the LAA will not be eligible for reimbursement.

The Awardee will create a process for identifying adolescents at risk for or in recovery from an OUD, and a method of recruiting this population of focus for participation in the Adolescent Clubhouse. This process should include how the population of focus will be marketed to in an appropriate manner.

The Awardee will identify how the project will be integrated or incorporated into the existing structure and activities of the facility and organization.

The Awardee will describe how the Adolescent Clubhouse will partner with other community-based organizations to increase youth participation in community activities and avoid duplication of resources available to youth via other providers.

The Awardee will hire a YAPRSS for the Adolescent Clubhouse to provide peer recovery support services and care coordination to participants. The role of the YAPRSS includes but is not limited to the following:

- Engaging youth in evidence-based practices and recovery supports,
- Providing supervision on off-site outings,
- Maintaining clubhouse attendance records, and
- Maintaining any other required record through this award.

The YAPRSS will be required to possess the following:

- Have a minimum of a high school diploma or equivalency,
- The ability to pass a state and federal child background investigation,
- Driver's license preferred,

• Certification as a Peer Recovery Specialist within 24 months from the date of hire from the Maryland Addictions Professional Certification Board (MAPCB) located at 10807 Falls Rd., #1376, Brooklandville, MD 21202 to ensure those who are hired are seeking certification or recertification simultaneous to their employment, and

• The YAPRSS's job classification, description, and supervision will be decided by the Awardee.

The Awardee will incorporate programming to assist participants with preventing relapse and as needed, refer youth experiencing relapse to appropriate services.

The Awardee will strive for strong family engagement by providing activities and events focused on the family.

The Awardee will provide tutoring and job readiness services for adolescents in all stages of schooling and work preparedness. The Awardee can include an Education Coordinator and Vocational Coordinator. These positions may be combined.

The Awardee will promote healthy lifestyle habits at the Adolescent Clubhouse by providing educational, recreational, and social activities regarding healthy eating, physical fitness, stress reduction, coping strategies, resilience skills, and healthy sleep habits. A Recreational Coordinator can be hired to develop and deliver developmentally appropriate drug and alcohol-free activities.

The Awardee will provide age and developmentally appropriate self-help and support groups available several times a week. Groups may include, but not be limited to, Alcoholics Anonymous, Narcotics Anonymous, SMART Recovery, Al-Anon, etc. As needed, the Awardee will provide gender-specific groups that will be available to both the adolescent males and females. These will allow adolescents to achieve long-term recovery through a process of discovery without the distraction of members of the opposite sex. Gender issues as they pertain to Lesbian, Gay, Bisexual and Transgender (LGBT) adolescents should be addressed as well in support groups and/or individual peer support programming as needed.

The Awardee will utilize Trauma-Informed practices, with modifications made for recovery support. This approach will assist in developing a trauma-informed program that recognizes the presence of trauma symptoms and the role trauma plays in one's life while creating a safe and supportive environment. The Awardee will utilize ACE education and the role ACEs can play in one's life.

The Awardee will include presenters trained in Cultural and Linguistic Competence or specializing in cultural issues to come speak to the group as often as possible to educate and increase awareness of the culture issues that may arise in addiction and recovery. All staff members must also receive annual training in Cultural and Linguistic Competence.

The Awardee will agree to collaborate with the Washington County Health Department, Local Management Board (LMB), Department of Community Services, and the Office on Drug Control Policy to include

additional services, such as HIV testing and education and anti-bullying education and support, as funds allow and as appropriate for the participants in the Adolescent Clubhouse.

Please see Attachment 2 for guidance regarding implementation of the Adolescent Clubhouse model as well as resources for evidence-based models.

DATA AND REPORTING

The Awardee will make any/all documents and records available for audit/evaluation to entitled Federal, State, and County officials upon request. LAA will establish and conduct regular program monitoring site visits and record reviews that will include assessing compliance with all Federal, State, and Local conditions of award, health and safety reviews, fiscal and data information, and quality management of service processes. Program and Fiscal Reviews will occur at least biannually.

The Awardee will collect data and provide a monthly report to be submitted by close of business on the 15th day of the month to the LAA. Funding for this award is from SAMHSA State Opioid Response Grants. Recipients will be required to report a series of data elements that will enable SAMHSA to determine the impact of the program on opioid use, and opioid-related morbidity and mortality. Recipients will be required to report client-level data on elements including but not limited to:

• Must *serve a minimum of thirty (30) youth* and families per clubhouse, engaged in services during implementation year grant cycle,

- Status of program expansion if applicable,
- Number of staff trained in any EBP with details regarding which program,
- Number of youth and families enrolled in any EBP with details regarding which program and percent completing EBP training program as defined,
- Number of youth and families trained in trauma and/or recovery related topics,
- Number and type of services provided by the family peer support specialist including number of youth and families served,
- Number of new recovery-oriented groups/activities,
- Total number of youth served in any capacity during grant period as well as percent retained in any program throughout entire grant period,
- Number of youth and families referred to higher level Substance Use Disorder (SUD) or Mental Health (MH) services and percent successfully engaged in those services,

• Number of youth and families educated about the signs/symptoms of opiate overdose, on the administration of Naloxone, and provided information regarding how and where to access Naloxone kits,

- Demographic characteristics,
- Substance use, diagnosis(es) services received,
- Types of Medication Assisted Treatment (MAT) received,
- Length of stay in treatment,
- Employment status,
- Criminal justice involvement, and
- Housing status.

Additional data elements will also be required and will be provided upon award. Recipients are required to ensure all data reported to SAMHSA are accurate.

Data will also be collected via a face-to-face interview at intake using BHA required tools. Recipients will be expected to complete a Government Performance and Results Act (GPRA) interview on all clients participating in services through this award. GPRA training and technical assistance will be offered to recipients.

The Awardee will conduct annual client and family satisfaction surveys. The Awardee and the LAA will determine the content of the surveys based on the information provided in the monthly reports. Results of the satisfaction surveys will be submitted directly to the LAA.

The Awardee must base any additional service development on results of focus groups, surveys of a crosssection of the population being served, including but not limited to the client satisfaction survey, and/or advisory board meetings, collaborations, and participant feedback.

The Awardee should be open to qualitative and quantitative evaluation by an outside evaluator/consultant hired by the State.

GRANT AGREEMENT AND TERMINATION FOR NON-PERFORMANCE

The Awardee shall enter into a Grant Agreement with the LAA. Any Grant Agreement resulting from this RFP may be terminated by either LAA or the Awardee by giving sixty (60) days written notice to the other party.

If the Awardee shall fail to fulfill in a timely and proper manner its obligations under the Grant Agreement, or if the Awardee shall violate any terms of the Grant Agreement, within the sole discretion of the LAA, the LAA may immediately terminate the Grant Agreement by giving written notice to the Awardee.

ELIGIBLE EXPENDITURES

Grant funds will be awarded for the time period of July 1, 2021 to September 30, 2021 and October 1, 2021 – June 30, 2022 will be awarded. Subject to availability of MDH and LAA funds, an additional grant award may be available in subsequent Fiscal years to the Awardee based on performance in FY2021 up to five years' renewal. Allowable startup cost must be invoiced between 7/1/21-9/30/21.

Examples of eligible expenditures include, but are not limited to:

- Staff salaries,
- Minor building improvements,
- Information technology equipment,
- Sports equipment, and
- Program supplies (field trips, snacks, activity fees).

Expenditures not considered eligible include, but are not limited to:

- Donations to other organizations,
- Gift Cards,
- Political activity,

- Payment for fundraising activities,
- Capital purchases,
- Sales tax, and
- Indirect cost.

Grant funds cannot be used to offset money the organization is spending on services or activities not related to the Adolescent Clubhouse and the encompassing recovery support services, either inside or outside of the proposed facility. As put forth in the above Grant Requirements, services and activities provide

d by the Adolescent Clubhouse must be separate and different than those already provided in the existing facility so that Grant funds are not used for these services and activities already in operation.

FISICAL REQUIREMENTS

As stated in the introduction this is a SAMHSA and SOR federal grant award therefore a pre-risk assessment and annual risk assessment will be conducted by BHA and the LAA. The Awardee will provide the OMH/ CSA with an independent fiscal audit of this program annually.

Special Terms of Award

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder (prevention of opioid use disorder in high risk youth). Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency (DEA) and under a Food and Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

Certain Federal Fund Requirements and Restrictions

The Awardee will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities.

The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Grant funds may not be used, directly or in affiliation with safe use sites.

Failure to comply with these Conditions of Award may result in the following, including but not limited to, loss of award, future audit exceptions, dis-allowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

Invoicing and payment schedules will be determined during the contracting process with the OMHA/CSA. Invoices for work, services, and items not on the project timeline and/or not approved by the LAA may result in denial of further funding. Awardee must provide receipts and/or other documentation of expenditures and attach to invoices. Receipts and proof of payment will be required for reimbursement.

Invoices are to be submitted to: wchd.invoice@maryland.gov

Funds that are eligible

- Initiation efforts and activities directly related to the development of establishing adolescent clubhouses serving approximately 30-45 youth and family (adjustable) participants. The programs are expected to serve the adolescents (<18 or still in HS) for an extended duration. These are not treatment programs, but are rather a resource to help prevent escalation of opiate experimentation, use and/or promote recovery in our youth. Programs should also support family engagement with these high-risk youths including recommended consultation / collaboration with Family Peer Support Resources
- Training for both staff as well as youth and families in conjunction with the requirements laid out in the scope of work (EBPs such as, but not limited to Strengthening Families, A-CRA, BOTVIN, ACES, SBIRT/Teen Interveen and CRAFFT/Parent CRAFFT. These programs are designed to enhance the toolbox of screening and brief interventions strategies to promote abstinence and/or recovery.
- Recruitment/identification of required program staff including peer recovery specialists as well as efforts to identify youth who are at high risk for opiate use disorders.
- One-time payments for set-up work related to implementation
- Care Coordination staffing, data collection, technical assistance and quality assurance efforts related to the model
- Basic case management services including Accessing entitlements and other social services as well as referral to appropriate mental health and substance use treatment services when appropriate
- Education and Support services shall include, but are not limited to:
 - Referral to or availability of case management resources / services for families in need of and interested in these services.
 - Specific interventions supporting youth in families with opiate use disorders such

as prevention and recovery plan development,

- Education on resiliency strategies to help support abstinence, avoidance of triggers and recovery
- Educating participants on health risks, smoking cessation and prevention of sexually transmitted diseases.

• Training youth and families engaged in clubhouses on the signs/symptoms of opiate overdose, on the administration of Naloxone, and providing information regarding how and where to access Naloxone kits

• Social activities and life skills that are designed to promote healthy social connection and reduce isolation. These activities should include guidance regarding activities of daily living, independent living skills, group social activities and outings, as appropriate within the structure of the program.

- A. One-on-one meetings;
- B. Peer support groups;
- C. Family Peer to Peer Support Services
- D. Activities that reduce isolation;
- E. Recovery Plan development;
- F. Accessing entitlements and other social services;
- G. Recovery advocacy work;
- H. Vocational/Educational activities;
- I. Connection to treatment-based support;
- J. Community outreach;
- K. Resource connection activities.
- Telehealth equipment and other related costs

B. Ineligible Use of Funds:

- Treatment services that are reimbursable by Medicaid are not eligible for reimbursement with grant funds.
- Funds may not be used to purchase medication including buprenorphine, naloxone, methadone, long acting naltrexone (Vivitrol).
- Funds may not be used if other funding source(s) are already paying for that service.
- Funds may not be used for any items or services that are not directly related to the development of the clubhouse.
- Funds cannot be used to purchase gift cards.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the

treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- Funding may not be used, directly or in affiliation with safe use sites.
- C. Additional Federal Fund Requirements and Restrictions:

The Grantee will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities.

The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Performance Requirements:

The program should be operational within 3 months of issuing contract. Expectation of a minimum of 30 youth and families, per clubhouse, engaged in services during implementation year grant cycle.

Reporting Requirements:

Reports are to be provided to the CSA/LBHA by the 10th of each month and will reflect progress toward established performance measures identified in this RFP. The report will be submitted to the LAA by the 10th of each month for submission to BHA by the 15th.

Completion and Start-up:

The program should be operational within 3 months of a notice of award. Start-up costs must be invoiced in the timeframe 7/1/21-9/30/21.

TECHNICAL REVIEW PROCESS BY LAA

A panel of reviewers will conduct the application review process using the attached rating scale (Attachment 3). The decision to award funds of any amount will be based on the merits of the application and the funds requested. The decision of the reviewers will be final. Applications will be examined for:

- 1. Organizational Capacity (10 points)
- 2. Approach to Service Delivery (15 points)
- 3. Project Description & Outcomes (20 points)
- 4. Implementation & Operations Strategy (30 points)
- 5. Budgets & Sustainability (15 points)
- 6.Appendices/Documentation(10points)

APPLICATION DEADLINE

Applications must be submitted electronically to <u>Brenda.cole@maryland.gov</u> no later than Friday, August 13, 2021 by 1:00 p.m. A proposal with original signatures should be mailed by the same date to:

Brenda Cole, Agency Procurement Officer Washington County Health Department 1302 Pennsylvania Avenue, Room 306 Hagerstown, MD 21742 Brenda.cole@maryland.gov 240-313-3216

SUPPLEMENTAL TERMS AND CONDITIONS

1. General Requirements:

This invitation is for sealed proposals from qualified agencies to startup and provide resources and guidance to adolescents and families necessary resources and programs to prevent the escalation of opiate experimentation use and/or promote recovery in our youth. The program will support family engagement with high-risk youth the recommended for consultation/collaboration with Family Peer Support Resources.

2. Form of Contract:

- a. The provider awarded for their proposal shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) calendar days after notification of award.
- b. The Washington County Health Department may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material change in the scope of work or in the cost of performing because of a material change may be made by the Contractor or the County without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.
- c. The WCHD reserves the right to terminate the contract at any time by giving the Contractor written notice ten (10) calendar days prior to the termination date.
- d. Failure by the Contractor to provide any scheduled daily rides in a timely manner shall be grounds for immediate termination of the contract by the WCHD.

3. Payment/Reimbursement:

The Contractor shall accept payment for work completed within a two- week period from receipt of the invoice. The Contractor must submit invoices to wchd.invoice@maryland.gov.

4. **Questions & Answers**:

Questions regarding this RFP must be emailed to <u>Brenda.cole@maryland.gov</u> on or before July 23, 2021 at 1:00 p.m. Questions after this time will not be accepted.

5. **Proposal Due Date**:

RFP-2022-01 Adolescent Clubhouse Supplemental Terms & Conditions Proposals are due no later than Thursday, August 12, 2021 at 1:00 p.m. No email or fax proposals will be accepted. Proposal will be date and time stamped by the receptionist at the Health Department when delivered. Proposals received after the date and time will be returned unopened.

6. **Proposal Award Date:**

It is anticipated that the award for this proposal will be made on/or before August 20, 2021.

7. Compliance with Federal HIPAA and State Confidentiality Law:

- a. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq. MCMRA). This obligation includes:
 - 1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 - 2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - 3. Otherwise providing good information management practices regarding all health information and medical records.
- b. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment B. The fully executed business associate agreement must be submitted within ten (10) working days after notification of selection, or within ten (10) days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
- c. Protected Health Information as defined in the HIPAA regulations at 45 CFR §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan,

RFP-2022-01 Adolescent Clubhouse Supplemental Terms & Conditions public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

RFP-2022-01 Adolescent Clubhouse Supplemental Terms & Conditions

POLICY TITLE:	Independent Contractors for Insurance Requirements
POLICY NUMBER:	P-4
ADOPTION DATE:	August 29, 1989
EFFECTIVE DATE:	September 1, 1989

I. <u>PURPOSE</u>

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

II. <u>ACTION</u>

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:	
Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

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

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

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

Policy P-4

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

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

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

<u>Minimum Limits Required</u>: \$1,000,000 combined single limit for Bodily Injury or Property Damage.

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

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

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

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

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

RFP-2022-01 Adolescent Clubhouse Insurance Requirements – P-4

Bidder's Name

SIGNATURE TO BIDS

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

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

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

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

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

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 ______ Addendum No. 4 ______ Addendum No. 2 _____ Addendum No. 5 _____ Addendum No. 3 _____ Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

SIGNATURE TO BIDS (Cont'd)

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM:	
ADDRESS:	
AUTHORIZED SIGNATURE:	
NAME AND TITLE PRINTED:	
TELEPHONE & FAX NUMBER:	
RFP-2022-01	

Adolescent Clubhouse Signature to Bid E-MAIL ADDRESS:

DATE: ______ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____Yes _____No

RFP-2022-01 Adolescent Clubhouse Signature to Bid

Bidder's Name

RFP-2022-01

Adolescent Clubhouse

FORM OF PROPOSAL (Submit in Duplicate)

STANDARD FORM OF PROPOSAL

ltem No.	Contract Term	Unit Cost Written/Figures	TOTAL
1	Contract Term 7/1/21 thru 9/30/21	Dollars Cents (\$)(Figures)	\$
2	Contract Term 10/01/21 thru 6/30/22	Dollars Cents (\$)(Figures)	\$
	Total Cost for term 7/1/21 thru 6/30/22 (TOTAL OF #1 & #2)	Dollars Cents (\$)(Figures)	\$

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____Yes _____No

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Washington County Health Department, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as "Covered Entity") and _________(Insert Name of Contractor) (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

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

RFP-2022-01 Adolescent Clubhouse Form of Proposal WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

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

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

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

I. **DEFINITIONS**.

- A. <u>Catch-all definition</u>. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. <u>Specific definitions</u>:
 - 1. <u>Business Associate</u>. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean (Insert Name of Contractor).
 - 2. <u>Covered Entity</u>. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Washington County Health Department.
 - 3. <u>HIPAA Rules</u>. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
 - 4. <u>Protected Health Information ("PHI")</u>. Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

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

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited dataset as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of

the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.

- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

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

C. Is in substantially the same form as **<u>Exhibit A</u>** hereto; and

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

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

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

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

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

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

- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R.§ 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R.§ 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. <u>Term</u>. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for RFP-2022-01, Solicitation and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- <u>Termination for Cause</u>. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. <u>Effect of Termination</u>.
 - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. <u>Survival.</u> The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

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

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and

indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

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

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

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

IX. COMPLIANCE WITH STATE LAW

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

X. MISCELLANEOUS

- A. <u>Ambiguity</u>. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. <u>Regulatory References</u>. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. <u>Notice to Covered Entity</u>. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Jared Blakeslee Privacy Officer Washington County Health Department 1302 Pennsylvania Avenue Hagerstown, Maryland 21742 Phone: (240) 313-3410

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

Address:

RFP-2022-01 Adolescent Clubhouse Business Associate Agreement

Attention:	 	

Phone:

- E. <u>Survival</u>. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. <u>Severability</u>. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. <u>Terms</u>. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. <u>Priority</u>. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

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

EXHIBIT A

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

	County Health	pursuant to Section Department), a unit of	of the Maryland D	epartment of H	lealth and Me	
	ation (PHI) th	notifies DHMH that th at Business Associate 1				
Description of	f the breach: _					
Date of the bro	each:		Date of disco	overy of the bre	each	
Does the bread	ch involve 500	0 or more individuals?	Yes/No If yes, do	the people live	in multiple sta	ates? Yes/No
Number	of	individuals	affected	by	the	breach:
The types of u of birth	unsecured PH , home	ed by the breach:(attac I that were involved in address, a ess Associate is doing any	the breach (such a account numb to investigate the	ber, or	disability	code):
Contact inform Name: Title: Address: EmailAddress		questions or learn addi				
Phone Numbe	er:					

RFP-2022-01 Adolescent Clubhouse Business Associate Agreement
OFFICE ON MENTAL HEALTH/ CORE SERVICE AGENCY OF WASHINGTON COUNTY ADOLESCENT CLUBHOUSE PROGRAM

Fiscal Year 2022 Adolescent Clubhouse grant applications must be typed in Arial 12- point font, single-spaced on 8½" by 11" paper and include page numbers. Applications must not exceed 15 pages, excluding appendices, and should include six labeled sections as identified under Review Process of this document. Applications MUST follow the format below.

- 1) Organizational Capacity
 - a. Cover Page (See Attachment 4)
 - b. Abstract/Summary Page
 - i. The abstract provides a brief overview of the entire grant. It provides information, which enables the reader to quickly identify the overall goal. The abstract should not exceed one page in length and should include:
 - 1. Name of applicant organization
 - 2. Type of organization
 - 3. Project description/title
 - 4. Demographics of population of focus
 - 5. Location of facility
 - c. Agency Description
 - i. Summary of relevant experience
 - ii. Brief overview of the applicant organization and previous work or capabilities with the targeted population
 - iii. Organizational structure, including where the Adolescent Clubhouse would fit into existing structure
 - iv. Staffing (both paid and volunteer)
- 2) Narrative
 - a. Approach to service delivery
 - b. Applicants philosophy of adolescent substance use and recovery support services
 - c. Importance of active participant involvement in service delivery
 - d. Importance of peer involvement in recovery support services
- 3) Project Description and Outcomes
 - Description of Adolescent Clubhouse project for Washington County, including how it will be incorporated into the existing structure and activities
 - b. Specific goals and objectives for the project

- c. Efforts to encourage participation and create awareness of project through various media, including social media
- d. Grievance procedure for participants
- e. Supervision of Adolescent Clubhouse staff (both paid and volunteer)
- f. Description of activities and services that will be provided, including facilities and other resources available for use by the Adolescent Clubhouse project
- g. Confidentiality and record security, if applicable
- 4) Implementation and Operations Strategy
 - a. Commitment and plan to adhering to the March 1, 2022 deadline
 - i. Plan of action that describes project implementation and how participation data will be tracked and reported
 - ii. Timeline for implementation, including staff (both paid and volunteer) recruitment and utilization, training and turnover that details the order in which work and/or services will be completed
 - Significant delays in the approved project timeline will require notification and/or meeting between the Awardee and the LAA. The LAA reserves the right to cease funding of the project due to repeated significant or unnecessary delays.
 - iv. The majority of the project must be implemented by March 1, 2022
 - b. Plan to include peer participation in the development and operation of project
 - c. Problem solving, if encountered
- 5) Budget and Plan for Sustainability
 - a. A budget proposal for Adolescent Clubhouse grant expenditures must be submitted. A budget narrative page should be included explaining how funds will be used in accordance with the Grant Requirements identified above. A FY2022 budget for the time period of September 30, 2021 to September 29, 2022 should be included. All available resources, such as inkind contributions, other sources of support and volunteer labor hours, should be included.
- 6) Appendices
 - a. Proof of nonprofit status, if applicable
 - b. Resumes for key staff and consultants
 - c. Proof of liability insurance
 - d. Letter stating that background checks will be performed on all program staff
 - e. Proof of good standing with the Maryland Department of Assessments and Taxation
 - f. Proof of good standing with the Maryland Department of Charitable Organizations, if applicable
 - g. Letters of Support from key partners, if applicable
 - h. Copies of the organizations 2 most recent financial audits
 - i. Timeline for implementation

Do not enclose any photographs, exhibits or other materials that you want returned. All materials submitted under the grant application become the property of LAA. All applications must follow the format described above.

EXPECTATIONS FOR A SUCCESSFUL ADOLESCENT CLUBHOUSE

The vision for the successful Adolescent Clubhouse includes a safe, clean, welcoming space that opens its doors to a diverse population of adolescents ages twelve (12) – seventeen (17) in recovery and their families and demonstrates a low recidivism rate among successive cohorts of adolescents. Peer-based services will be the heart of the Adolescent Clubhouse and will be an integral part of all activities and services provided at the Clubhouse. As a non-clinical program and facility, the focus will be on how adolescents will sustain recovery through education, skill building, recreation, and wellness, as well as many other services and activities.

A strong program of activities and/or groups may include, but not be limited to:

- Age and developmentally appropriate Substance and Alcohol Use 12-Step Meetings for both adolescents in recovery and their families (e.g. NA and AA, as well as Al-Anon and Nar-Anon),
- Trauma support Groups,
- Adverse Childhood Experience (ACE) Education,
- Peer-led support groups (with adult supervision),
- Mental health education and/or support groups,
- Gender specific groups,
- Parenting classes (for families or adolescent parents),
- Communication and social skills workshops,
- Educational and vocational workshops (e.g. Computer skills, tutoring, job readiness, how to enroll in college or GED courses),
- Recovery-related movie night/Family movie night,
- Potluck meals,
- Naloxone education groups,
- Trauma and recovery related topics,
- Substance use/misuse psychoeducation groups,
- Family support groups,
- Fitness and wellness classes (e.g. yoga, meditation, Zumba, healthy eating),
- Tobacco cessation classes, and
- Video game hour, Book Club, or other leisure activities.

A strong offering of services may include, but not be limited to:

- Peer Support Services (may be formal or informal),
- A minimum of two EBP trainings per grant award period,
- Resource linkage/Care Coordination,
- Referrals to age appropriate substance use and/or mental health treatment,
- Monthly HIV/STD testing and education (done by outside, qualified organization), and

• Community service opportunities.

The majority of time the Adolescent Clubhouse is open should be devoted to structured activities and services with scheduled time for "hanging out". For example, an hour-long video game time may be scheduled in the morning or evening where participants get a chance to relax with fellow participants. It is important to not allow the Adolescent Clubhouse to become a place for adolescents to evade responsibilities, revert to substance use dependency or avoid being a productive and active part of their community, school or family outside of recovery.

For additional information regarding adolescents in recovery and the Clubhouse Model for adolescents in recovery, please see the following websites:

Publications on Adolescents and Recovery

- SAMHSA, Designing a Recovery-Oriented Care Model for Adolescents and Transition Age Youth with Substance Use or Co-Occurring Mental Health Disorders.
- <u>https://gucchdtacenter.georgetown.edu/publications/AdolescentRecoveryRepor</u> <u>t.pdf</u>
- William White, The Recovery Revolution: Will it include children, adolescents, and transition age youth? <u>http://www.williamwhitepapers.com/pr/2009RecoveryRevolutionChildren%26A</u> <u>dolescents.pdf</u>

Georgia Adolescent Clubhouse Information

- <u>https://dbhdd.georgia.gov/prevention-clubhouses</u>
- https://www.myviewpointhealth.org/the-clubhouse.da
- <u>http://www.imaginehope.com/Adolescent-Recovery-Clubhouse/clubhouse-community-for-recovering-youth.html</u>

Attachment 3

ADOLESCENT CLUBHOUSE GRANT RATING SHEET

1) Organizational Capacity

Score _____

(0-10 TOTAL)

- a) Cover Letter
 - i) Cover letter signed by authorized official
- b) Abstract/Summary Page
 - i) Organization name, type, location, project description/title, etc.
- c) Agency Description
 - i) Summary of relevant experience
 - ii) Brief overview of applicant organization and previous work/capabilities with population of focus
 - iii) Description of organizational structure
 - iv) Table of organization/organizational relationships
 - v) Explanation of how the project will relate to the whole
 - vi) Description of staff assigned, names, and resumes for key staff and consultants
 - vii) Number and qualifications of staff indicates high probability of meeting project outcomes

2) Narrative Approach to service delivery

- a) Philosophy about recovery support services
- b) Knowledge of population of focus
- c) Knowledge of Washington County Resources
- d) Importance of active participant involvement in both service delivery and recovery support services
- 3) Project Descriptions and Outcomes

Score

(0-20 TOTAL)

- a) Clearly stated project description, including hours/days of operation
- b) Description of activities and services that will be provided, including facilities and other resources available for use by the Adolescent Clubhouse project
- c) Description of population of focus and number served
- d) Listed mission, goals, and objectives
- e) Project clearly supports recovery support services
- f) Description of Policy & Procedure development, including grievance for participants
- g) Description of supervision efforts for staff, volunteers, and participants
- h) Confidentiality and record security (if applicable)

RFP-2022-01 Adolescent Clubhouse Attachment 3

Score

(0-15 TOTAL)

- i) Efforts or methods to identify and recruit population of focus, including use of social media
- Score ____ Implementation and Operations Strategy a) i) Ability to meet March 1, 2022 deadline (0-30 TOTAL) ii) Clear and concise work plan and timelines iii) Plan reflects peer and participant involvement in development and operation of project iv) Ability to cover staff turnover and leave v) Data report requirements vi) Problem solving, if encountered b) Budget & Sustainability Score ____ i) Copy of proposed budget for FY22 (0-15 TOTAL) ii) Justification (budget narrative) of funds requested iii) Budgets adequate to support project iv) Clear and concise timelines for spending of budget funds v) Organization has demonstrated ability to manage large amounts of funds, population of focus vi) Current and proposed sources for additional funding vii) Any additional plans to sustain Adolescent Clubhouse beyond startup funds b) Appendices/Documentation Score ____ a) Copy of 501C (3) status, if applicable (0-10 TOTAL) b) Copy of liability insurance (P4) - County Government Required Limits c) Proof of good standing with Maryland Department of Assessments and Taxation d) Proof of good standing with Maryland Department of Charitable Organizations e) Copy of 2 most recent financial audits Additional documentation including:
 - i) Recommendations
 - ii) Reports of outcomes from other Grants
 - iii) Testimonials of accomplishment
 - iv) Any additional documentation that may provide support for the organization's ability to fulfill the requirements of the Grant
 - b) Timeline for implementation

Total score

*MINIMUM OF 75 TOTAL POINTS TO QUALIFY

FY 2022 WASHINGTON COUNTY HEALTH DEPARTMENT

ADOLESCENT CLUBHOUSE

GRANT APPLICATION COVER PAGE

PROJECT TITLE:

ORGANIZATION:

AMOUNT OF GRANT FUNDS REQUESTED (Please indicate amount for each year of grant, listed on the bid sheets included in this packet.)

CONTACT PERSON

(1)______TITLE CONTACT PERSON

(2)______TITLE

ADDRESS CITY, STATE, ZIP PHONE NUMBER FAX E-MAIL ADDRESS

IS YOUR ORGANIZATION C	OMMUNITY-BASED?	YES	NO

DOES YOUR ORGANIZATION HAVE NONPROFIT STATUS? YES NO

DATE OF NONPROFIT STATUS:

FEDERAL IDENTIFICATION NUMBER:

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

PRINTED NAME

TITLE

SIGNATURE_DATE

RFP-2022-01 Adolescent Clubhouse Grant Application Cover Page

Departr	W-9 October 2018) ment of the Treasury Revenue Service	Request for Taxpayer Identification Number and Certific ► Go to www.irs.gov/FormW9 for instructions and the lates			Give Form to the requester. Do not send to the IRS.	
Print or type. Specific Instructions on page 3.	Business name/d Check appropriat following seven b Individual/sole single-membe Limited liabilit Note: Check t LLC if the LLC another LLC til	proprietor or C Corporation S Corporation Partnership r LLC / company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners he appropriate box in the line above for the tax classification of the single-member ow is classified as a single-member LLC that is disregarded from the owner unless the or at is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single from the owner should check the appropriate box for the tax classification of its owner	☐ Trust/estate ship) ► rner. Do not check wner of the LLC is le-member LLC that er.	certain ent instruction Exempt pa Exemption code (if an	ions (codes apply only to itites, not individuals; see s on page 3): yee code (if any) from FATCA reporting iy) ounts maintained outside the U.S.)	•
See Spe	 5 Address (number 6 City, state, and Z 7 List account num 	nd address	(optional)			
backu reside entitie <i>TIN</i> , la Note:	your TIN in the app p withholding. For nt alien, sole prop s, it is your employ ater. If the account is ir	rer Identification Number (TIN) propriate box. The TIN provided must match the name given on line 1 to avo individuals, this is generally your social security number (SSN). However, for ietor, or disregarded entity, see the instructions for Part I, later. For other rer identification number (EIN). If you do not have a number, see <i>How to get</i> more than one name, see the instructions for line 1. Also see <i>What Name a</i> <i>uester</i> for guidelines on whose number to enter.	ora ta or	_	-	
1. The 2. I an Ser no I	r penalties of perju e number shown or n not subject to ba vice (IRS) that I arr longer subject to b		I have not been no	tified by t	the Internal Revenue	 m

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Signature of Here U.S. person►
--

General Instructions

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

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

Purpose of Form

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

Form 1099-INT (interest earned or paid)

Date 🕨

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

A domestic trust (as defined in Regulations section 301.7701-7).
 Special rules for partnerships, Partnerships that conduct a trade or

business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

 In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

 ${\bf 5}.$ Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

 $2. \ \mbox{You do not certify your TIN}$ when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be treported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner of the entity is name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- · Except as provided below, corporations are exempt from backup
- withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations
- that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7-\mathrm{A}\,\mathrm{futures}\,\mathrm{commission}\,\mathrm{merchant}\,\mathrm{registered}$ with the Commodity Futures Trading Commission

8-A real estate investment trust

9-An entity registered at all times during the tax year under the Investment Company Act of 1940

10 - A common trust fund operated by a bank under section 584(a) 11 - A financial institution

 $12-A \mbox{ middleman known in the investment community as a nominee or custodian$

13-A trust exempt from tax under section 664 or described in section 4947

Page 3

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13,

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency

Exemption from FATCA reporting code. The following codes identify apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(a)

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

plan

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10

business days If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date

the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code. earlier

Signature requirements. Complete the certification as indicated in items 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

what name and number	r to Give the Requester
For this type of account:	Give name and SSN of:
1. Individual	The individual
 Two or more individuals (joint account) other than an account maintained by an FFI 	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
 Custodial account of a minor (Uniform Gift to Minors Act) 	The minor ²
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
 Sole proprietorship or disregarded entity owned by an individual 	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
 Disregarded entity not owned by an individual 	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
 Association, club, religious, charitable, educational, or other tax- exempt organization 	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Begulations section 1 671-404(2)(0(B)) 	The trust

 $^{\rm 1}$ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that $\,$ person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust. Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

Protect your SSN,

• Ensure your employer is protecting your SSN, and

Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Page 5

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.identityTheft.gov* and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a taxable interest, dividend, and certain other payments to a payse who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Agenda Report Form

Open Session Item

SUBJECT: Proposed PILOT Agreement for SGC Power, LLC

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Zachary J. Kieffer, Esq.

RECOMMENDED MOTION: Move to accept the proposal for PILOT Agreement with SGC Power, LLC

REPORT-IN-BRIEF: On December 2, 2020, the Board of Zoning Appeals approved a two (2) megawatt SEGS on +/- 10 acres of land located at 14455 Weller Road, Hancock (the "Property"). Due to the intensity of the start-up capital costs of a Solar Energy Generating System ("SEGS" or "Facility"), the Legislature enacted Md. Code, Tax-Property § 7-514(a)(1-2) which allows the County to "enter into an agreement with the owner of a facility for the generation of electricity that is located or locates in the county for a negotiated payment by the owner in lieu of taxes on the facility." SGC Power, LLC (the "Company") requests a payment in lieu of taxes as permitted by the Maryland Code.

DISCUSSION: The Maryland Renewable Portfolio Standard Law ("RPS Law") mandates that Fifty Percent (50%) of Maryland's electricity is to be generated from renewable sources by 2030 (up from 25%), with at least Fourteen and One-Half Percent (14.5%) of the electricity coming from solar power (up from 2.5%). The mandated proportions are increases from the previous iteration of the RPS Law.

The Property is a 202-acre farm owned by Austin McKee and located at. The Facility will be centrally located on the Property with ample forest and tree lines providing a natural buffer. Nearest residential dwellings are over 1000 feet away. The Property is currently zoned Environmental Conservation EC. A layout of the proposed Facility, is attached hereto and incorporated herein.

The initial capital investment for the SEGS is considerable. The Company expects an initial outlay of \$2,305,800.00 for the equipment and solar modules. As a result of the start-up costs, the business personal property taxes are comparatively more significant for a SEGS project than other businesses for which only a portion of the start-up costs are taxable as business personal property. In order to soften the immediate financial impact to the Company and to meet the RPS Law requirements, the County may and the Company respectfully requests approval to enter into an agreement for a negotiated payment by the Company in lieu of taxes on the Facility.

The County has previously entered into the following PILOT agreements:

Pinesburg Solar: \$6,000.00/MW for 40 years Rockdale Solar: \$6,500.00/MW for 25 years Hostetter Solar: \$6,500.00/MW for 30 years Pittman Solar One: \$6,500.00/MW for 30 years

FISCAL IMPACT: Real Property taxes on the Property amount to \$1,888.50 per year according to County Records, setting the tax rate at approximately \$9.34/acre. Under the contemplated PILOT agreement, The Company would pay \$13,000.00 per year, totaling \$260,000.00 over the 20-year term of the lease for the real property between SGC Power, LLC and the landowner. In the event the lease were to be renewed, the Company's payments to the County would equal \$390,000.00 over 30 years and \$520,000.00 the full 40-year term of the lease.

ATTACHMENTS: PILOT request letter, Excel Spreadsheet, Draft site plan



July 2, 2021

Sara L. Greaves Chief Financial Officer 100 W. Washington Street, Suite 3100 Hagerstown, Maryland 21740

Re: Request for Payment in Lieu of Taxes (PILOT) for Solar Energy Generating System facility ("SEGS" or the "Facility") to be situated on +/- 10 acres at 14455 Weller Road, Hancock (the "Property")

Dear Sara,

On behalf of my client, SGC Power, LLC (the "Company"), I respectfully submit this request for a negotiated payment by the Company in lieu of taxes on the Facility (the "PILOT Agreement") between the Company and the Board of County Commissioners.

The Maryland Renewable Portfolio Standard Law ("RPS Law") mandates that Fifty Percent (50%) of Maryland's electricity is to be generated from renewable sources by 2030 (up from 25%), with at least Fourteen and One-Half Percent (14.5%) of the electricity coming from solar power (up from 2.5%). The mandated proportions are increases from the previous iteration of the RPS Law.

In light of the changes to the RPS Law and generally, the high initial capital costs involved in the construction of a solar farm, the Legislature enacted Md. Code, Tax-Property § 7-514(a)(1-2) which allows the County to "enter into an agreement with the owner of a facility for the generation of electricity that is located or locates in the county for a negotiated payment by the owner in lieu of taxes on the facility."

On December 2, 2020, the Board of Zoning Appeals approved a two (2) megawatt SEGS on +/- 10 acres of land located on the Property. The Property is a 202-acre farm owned by Austin McKee and located at 14455 Weller Road, Hancock. The Facility will be centrally located on the Property with ample forest and tree lines providing a natural buffer. Nearest residential dwellings are over 1000 feet away. The Property is currently zoned Environmental Conservation EC. A layout of the proposed Facility, as presented to the Washington County Board of Zoning Appeals is attached hereto and incorporated herein.

> 19405 Emerald Square, Suite 2100 Office 202, Hagerstown, MD 21742 Office: 240-513-4332 Email: <u>zach@zkiefferlaw.com</u> www.zkiefferlaw.com

The Facility will consist of 6,240 440-watt solar modules, ground mounted and not to exceed a height of 9 feet. Sixteen 125-kilowatt inverters will convert the panels' direct current power to alternating current. The SEGS will be enclosed with a 9-foot agricultural fence with access via a 16-foot wide gate with emergency/utility access. The Company leased the portion of the Property for the Facility from Mr. McKee for a twenty-year term with two ten-year renewal options. The Property (Tax ID: 15-003871; Tax Map: 0005, Parcel 0014) has a total assed value of \$172,500.00 (\$98,900.00 attributed to the land with improvements valued at \$73,600.00).

The initial capital investment for the SEGS is considerable. The Company expects an initial outlay of \$2,305,800.00 for the equipment and solar modules. As a result of the start-up costs, the business personal property taxes are comparatively more significant for a SEGS project than other businesses for which only a portion of the start-up costs are taxable as business personal property. In order to soften the immediate financial impact to the Company and to meet the RPS Law requirements, the County may and the Company respectfully requests approval to enter into an agreement for a negotiated payment by the Company in lieu of taxes on the Facility.

The Company requests the approval to enter a PILOT Agreement as permitted by the Maryland Code, setting up an annual payment of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) per MW of installed capacity for 20 years.

Real Property taxes on the Property amount to \$1,888.50 per year according to County Records, setting the tax rate at approximately \$9.34/acre. Under the contemplated PILOT agreement, The Company would pay \$13,000.00 per year, totaling \$260,000.00 over the 20-year term of the lease. In the event the lease with Mr. McKee were to be renewed, the Company's payments to the County would equal \$390,000.00 over 30 years and \$520,000.00 the full 40-year term of the lease. A spreadsheet showing the Company's calculations of the payments and a comparison to the personal property tax rate for Washington County, is attached hereto and incorporated herein. It is important to note that it may appear that the County is giving up revenue, the actual cost benefit analysis should compare the net gain generated by the PILOT compared to Zero Dollars the County would receive from the Company if the Facility was not constructed at all. Thereafter the County would be left to collect only the Real Property Tax levied on the Property.

The Company believes the nature and details of the project address concerns with the loss of productive farmland in the County. The SEGS is not a fixture of the Property and is thus removeable and indeed shall be removed from the Property upon the termination of the lease agreement with Mr. McKee. A plan for the decommissioning of the SEGS is attached hereto and incorporated herein. The Company will also obtain a decommissioning bond to guarantee the proper removal of the Facility in the future. It is important to note, also that the Facility is contemplated to take up only +/- 10 acres of the Property, leaving approximately, 192 acres of wooded areas and fields still under cultivation. Moreover, the Company is paying Mr. McKee an annual rental for the use of his ground, allowing Mr. McKee to diversify his income streams and provide some insulation from the volatility and unpredictability of crop prices.

Construction of the Facility will also provide work and jobs for local firms. The

Company has a list of local companies that will be sent a request for quote. The Facility will need to contract for excavation, electrical system installation, fencing and landscaping, to name a few.

The Company is anticipating construction to commence on or about January 2022 with the anticipated commercial operation date set for mid-August 2022, providing work for local businesses in the near term as the County continues its post-Covid recovery and growth. The County has previously entered into the following PILOT agreements:

Pinesburg Solar: \$6,000.00/MW for 40 years Rockdale Solar: \$6,500.00/MW for 25 years Hostetter Solar: \$6,500.00/MW for 30 years Pittman Solar One: \$6,500.00/MW for 30 years

The Company is confident that this requested PILOT will be a net benefit to the landowner, community members, Washington County and the State of Maryland.

Attachments are provided, I and the Company are available to address any questions or concerns from County staff.

Very Truly Yours,

Zachary J. Kieffer Attorney at Law

FACILITY LAYOUT















PROPERTY TAX RATE COMPARISON

Washington County, MD - Weller Road- Personal Property Tax Analysis - 2 MW Year 0 1	ad- Personal Prope Year 0	rty Tax Analysi 1	is - 2 MW 2	m	4	ſ	ŭ	r	c	c	
Equipment Value - Depreciation Ratio	2,305,800	0.9667 2,229,017	0.9334 2,152,234	0.9001 2,075,451	0.8668 1,998,667	0.8335 1,921,884	0.8002	0.7669	8 0.7336 1.691.535	9 0.7003 1.614.752	10 0.6670 1 E27 050
i axable Value (MD 50% abatement)		1,114,508	1,076,117	1,037,725	999,334	960,942	922,551	884,159	845,767	807,376	768,984
Washington County Personal Property Tax	ах 2.37%	26,414	25,504	24,594	23,684	22,774	21,864	20,955	20,045	19,135	18,225
Solar PILOT (2 MW @ \$6,500/MW)		13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Year	a	11	12	13	14	15	16	17	ź	10	ç
Equipment Value - Depriciation Ratio Depreciated Value Taxable Value (MD 50% abatement)		0.6337 1,461,185 730,593	0.6004 1,384,402 692,201	0.5671 1,307,619 653,810	0.5338 1,230,836 615,418	0.5005 1,154,053 577,026	0.4672 1,077,270 538,635	0.4339 1,000,487 500,243	0.4006 923,703 461,852	0.3673 0.3673 846,920 423,460	0.334 0.334 770,137 385,069
Washington County Personal Property Tax	×	17,315	16,405	15,495	14,585	13,676	12,766	11,856	10,946	10,036	9,126
Solar PILOT (2 MW @ \$6,500/MW)		13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Year	ا ا	21	22	23	24	25	26	77	28	00	00
Equipment Value - Depriciation Ratio Depreciated Value Tandho Value (Mar 1997 - 1997 - 1997		0.3007 693,354	0.2674 616,571	0.2500 576,450	0.2500 576,450	0.2500 576,450	0.2500 576,450	0.2500 576,450	0.2500 576.450	0.2500	0.250 576.450
avable value (ivi) abatement)		346,677	308,285	288,225	288,225	288,225	288,225	288,225	288,225	288,225	288,225
Washington County Personal Property Tax	×	8,216	7,306	6,831	6,831	6,831	6,831	6,831	6,831	6,831	6,831
Solar PILOT (2 MW @ \$6,500/MW)		13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Sum of payments (20 years)	Baseline PILOT	391,415 260,000									
Sum of payments (30 years) **Does not include new equipment **	Baseline PILOT	425,570 390,000									
Sum of payments (40 years) **Does not include new equipment **	Baseline PILOT	493,879 520,000									

Notes 1. Personal property generally cannot be depreciated below 25% of its value. 2. Equipment of non-utility entities that generate electricity for sale is depreciated at 3.33% per year.

DECOMMISSIONING PLAN

Element	Method					
PV Modules	Hand Removal. Modules placed face down on pallets, tape wire ends, tie					
	down and transport to staging location.					
Inverters	Disassemble and remove by hand.					
Transformers	No disassembly. Oil removal at scrap facility.					
Racking Frames	Machine stabilize. Cut lets and lower. Cut cross beams and transport via					
	dump truck.					
Racking Posts	Remove with post-puller and transport by dump truck.					
Racking Wiring	Disconnect PV connectors, cut cable ties and remove wires from cable tray.					
	Transport via dump truck.					
Underground	Excavate to cable depth at one end of trench. Use backhoe and tractor to					
Cables	remove all cables in common trench. Transport via dump truck.					
Fence	Roll fencing material. Remove post with post-puller and transport via dump					
	truck.					
Concrete	Remove with excavator and jack hammer. Transport vid dump truck.					
	Offsite disposal					
Gravel	Remove with skid steer sweeper. Transport via dump truck. Offsite					
	disposal.					
Re-Seeding	Re-seed with native grasses.					



August 20, 2021

Lisa A. Kelly, Senior Planner Washington County Plan Review and Permitting 80 West Baltimore Street Hagerstown, MD 21740

RE: McKee Solar Decommissioning Plan, Wash. Co. File # SP-21-012

Lisa,

This opinion of probable costs is based on the engineer's experience in the design and construction of energy facilities and is subject to final engineering. Costs have been split between plant disassembly, site restoration, and salvage which reflect the overall decommissioning process. This opinion assumes a third-party contractor, experienced in the construction and decommissioning of PV facilities will lead the effort. The reported costs include labor, materials, taxes, insurance, transport costs, equipment rental, contractor's overhead, and contractor's profit. Labor costs have been estimated using regional labor rates and labor efficiencies from the Bureau of Labor Statistics along with previous decommission plan estimates completed for other similar projects.

The PV plant will first be disassembled, with all above and below grade components removed. This includes all buried cables. Concrete can be removed by machine to increase efficiency. It is expected that the entire site will be re-seeded with native grasses and vegetation. Planting trees, shrubs, and other woody vegetation (re-forestation) or other beautification is not included in the costs.

Salvage values have been estimated using publicly available data from https://rockawayrecycling.com/, http://www.scrapmonster.com as well as industry provided actual salvage values and previous experience with similar solar projects.

Inflation is included in this estimate. A 2.5% annual increase in labor costs and a 1% annual increase in salvage value were assumed

Item	Removal Method
PV Modules	Hand Removal. Place modules face down on pallets, tape wire ends, tied down and transport via skid-steer to staging location.
Inverters	Inverters weigh approximately 1761bs and will be disassembled and removed by hand. Assumed salvage value.
Transformers	Assume no disassembly. Oil removal performed by scrap facility. Assumed salvage value.
Racking Frames	Stabilize with machine. Cut legs and lower to ground level. Cut cross beams to appropriate size and transport via dump truck to staging location. Assumed salvage value.
Racking Posts	Remove via post-puller and transport by dump truck to staging area. Assumed salvage value.
Racking Wiring	Disconnect PV connectors, cut cable ties and remove wires from cable tray. Transport via dump truck to staging area. Assume salvage value.
Underground Cables	Excavate to cable depth at one end of trench. Use tractor or backhoe to remove all cables in common trench. Transport via dump truck to staging area. Assumed salvage value.
Fence	Machine roll fence fabric. Remove post via post-puller and transport via dump truck to staging location. Assumed salvage value.
Concrete	Remove with excavator and jack hammer. Transport via dump truck to staging area. Assumed offsite disposal.
Gravel	Remove with skid steer with sweeper. Transport via dump truck to staging area. Assumed offsite disposal.
Re-Seeding	Re-seed using an ATV-pulled drill seeder or hydroseeding, with native grasses.

FOX & ASSOCIATES, INC.

Gordon Poffenberger, P.E. Director of Engineering

C: Steve Nelson, SGC Power file

DECOMMISSIONING COST ANALYSIS

McKEE SOLAR

	Description of Item	Quantity	Unit		Unit Cost	-	Total Cost (2019)	Total Cost (After 25 Years)**	Logic
	I. DISASSEMBLY & DISPOSAL								
1.0	PV Modules	5,184	EA.	\$	6.10	\$	31,622.40	58,626.16	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 200 panels/day.
2.0	Inverter(s)	16	EA.	\$	306.00	\$	4,896.00	9,076.91	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 4/day.
3.0	Transformer(s)	1	EA.	\$	306.00	\$	306.00	567.31	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 4/day.
4.0	Racking Frame (Tracker)	192	EA.	\$	27.00	\$	5,184.00	9,610.85	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 45/day.
5.0	Racking Posts	774	EA.	\$	20.00	\$	15,480.00	28,699.05	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 60/day.
6.0	LV Wiring	37,415	LF	\$	0.81	\$	30,306.15	56,185.91	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 1500 LF/day
7.0	Fiber Optic Cable	672	LF	\$	0.81	\$	544.32	1,009.14	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 1500 LF/day
8.0	MV Wiring	841	LF	\$	0.41	\$	344.81	639.26	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 3000 LF/day
9.0	Ag Fence	2,746	LF	\$	4.50	\$	12,357.00	22,909.19	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = \$1,222/day. Assume crews can remove 500 LF/day
	Concrete	7	CY	\$	71.00	\$	497.00	921.41	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = \$3,534/day. Assume crew can remove 50 CY/day
11.0	Gravel (Access Road)	322	CY	\$	71.00	\$	22,862.00	42,384.87	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = \$3,534/day. Assume crew can remove 50 CY/day
12.0	Removal of utility poles	8	EA.	\$	2,000.00	\$	16,000.00	29,663.11	Estimate includes labor and all required tools and vehicles
					Subtotal	\$	140,399.68	260,293.16	
	II. Site Restoration								
13.0	Re-Seeding (includes seed)	11	AC	\$	2,400.00	\$	26,400.00	48,944.12	* Cost includes: (Seed: 4-7 species (native types) Also with estimate is labor: Spraying; Disking; Planting; Mulch; One man & machine
14.0	Re-Grading	329	CY	\$	11.00	\$	3,619.00	6,709.42	* (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = \$3,448/day. Assume crews can grade 300 CY/day.
					Subtotal	\$	30,019.00	55,653.55	
	III. SALVAGE								
15.0	PV Modules	4,925	EA	\$	5.00	\$	24,624.00	31,578.61	Assumed 95% salvage
16.0	Inverters	16	EA	\$	16.00	\$	256.00	328.30	
17.0	Transformer(s)	1,000	LBS	\$	0.18	\$	180.00	230.84	Rockaway
18.0	Racking Frame (Tracker)	249,600	LBS	\$	0.09	\$	22,464.00	28,808.55	Scrapmonster
19.0	Racking Posts	58,514	LBS	\$	0.18	\$	10,532.59	13,507.33	Scrapmonster
20.0	LV Wiring	59,864	LBS	\$	2.29	\$	137,088.56	175,806.76	Rockaway
21.0	MV Wiring	841	LBS	\$	0.72	\$	605.52	776.54	Scrapmonster
22.0	Ag Fence	2,348	LBS	\$	0.50	\$	1,173.92	1,505.47	Rockaway and others 3.6 lbs per linear foot. \$0.50 per lb. (x 3.6 x 0.5)
:					Subtotal	\$	196,924.59	252,542.39	
									Legend
			DE	MOL	ITION COST	\$	-170,418.68		* = Costs derived from RS Means Heavy Site estimating manual
			SALVAG	ie va	LUE CREDIT	\$	196,924.59	252,542.39	** = Assumes 2.5% annual increase in labor costs and 1% annual increase in salvage value
		NET DE	COMM	ISSIC	NING COST	\$	26,505.91	-63,404.32	

Agenda Report Form

Open Session Item

SUBJECT: Renewal of County's Community Development Block Grant Plans

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Rachel Souders, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to renew three of the County's Community Development Block Grant Plans: Section 3 Plan, Minority Business Plan, and Fair Housing & Equal Opportunity Plan.

REPORT-IN-BRIEF: The Department of Housing and Community Development (DHCD) requires that each unit of local government receiving or expecting to receive Community Development Block Grant (CDBG) funds enacts certain policies to maintain eligibility. Three of these are due to be renewed this year: The Section 3 Plan, Minority Business Plan, and Fair Housing and Equal Opportunity Plan. It was required that each plan must be current and effective for a three-year period. The County last renewed these in September 2018, so they must be renewed this month to maintain compliance with DHCD regulations. Going forward, the requirement is for a five-year period, so the plans will not need to be renewed again until September 2026.

DISCUSSION: The Section 3 Plan requires the County to comply with Section 3 of the Housing and Urban Development Act of 1968 (as amended). Section 3 requires the Board to ensure, to the greatest extent possible and consistent with existing federal, state, and local laws and regulations, that employment and contracting opportunities are provided to low and very low-income persons. Section 3 applies to all contracts awarded for CDBG-funded projects exceeding \$100,000.

The Minority Business Plan requires the County to make good faith efforts to contract with minority business enterprises (MBE) and women-owned business enterprises (WBE) when contracting for goods and/or services for projects utilizing CDBG funding.

The Fair Housing and Equal Opportunity Plan ensures that the County complies with all federal statutes, regulations and Executive Orders relating to civil rights, fair housing, non-discrimination, and equal opportunity. As part of this plan, the County will further fair housing in our community by upholding a Fair Housing Proclamation and celebrating the month of April as Fair Housing Month each year.

FISCAL IMPACT: If the plans are not renewed, the County will not be eligible for Community Development Block Grant funding.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny the request to renew the plans and be ineligible for CDBG funding.

ATTACHMENTS: 2018 version of Washington County's Community Development Block Grant Section 3 Plan, Minority Business Plan, and Fair Housing & Equal Opportunity Plan.

SECTION 3 PLAN

As a recipient of federal Community Development Block Grant (CDBG) funds through the United States Department of Housing and Urban Development (HUD) received through the State of Maryland, the Board of County Commissioners of Washington County, Maryland (the "Board") is required to comply with Section 3 of the Housing and Urban Development Act of 1968 (as amended). Section 3 requires the Board to ensure, to the greatest extent possible, and consistent with existing federal, state and local laws and regulations, that employment and contracting opportunities are provided to low and very low income persons. Section 3 applies to all contracts awarded for CDBG funded projects that exceed \$100,000.

Definitions:

A low and very low income person who qualifies as a Section 3 Person is an individual who:

- resides in Washington County; and
- resides in public housing funded by the federal government; or
- receives housing assistance from the federal government; or
- resides in a household where the total household income is less than 50% of the area median income for Washington County using income limits provided by HUD.

A low and very low income person who benefits or qualifies as a Section 3 Business is defined as:

- a business that is 51% or more owned by Section 3 persons; or
- a business where 30% of the permanent, full time employees are currently Section 3 persons or within three (3) years of the date of first employment were Section 3 persons; or
- a business that commits to subcontract over 25% of the total contract award to businesses that meet the definition of a Section 3 business as described above.

Washington County, Maryland is the Section 3 Business and Employment Project Area for the Board of County Commissioners of Washington County, Maryland.

Compliance:

The Board certifies that it will, to the greatest extent feasible, comply with Section 3 requirements when awarding contracts for construction, non-construction, materials, and supplies.

The Board will undertake the following steps when Section 3 applies:

- 1. Develop bid and solicitation documents which will identify Section 3 requirements and include the Section 3 Hiring Estimate Form which will be submitted with bid.
- 2. Advertise RFP/RFQ which will include the following statement, "Federal Section 3 hiring requirements apply to this project."
- 3. Notify local housing authority, county housing office, job training services, and other related agencies of federally funded projects that may result in hiring in the near future.
- 4. Require bid submittals from Section 3 Businesses or from businesses using Section 3 Business subcontractors to include a Section 3 Business Certification form.
- Insert Section 3 Clause in selected contractor's contract and include specific language to detail contractor's Section 3 intent related to new hires and/or Section 3 Businesses as subcontractors.

- 6. At pre-construction conference, explain Section 3 requirements including certification process prior to hiring. Provide contractor with Section 3 Self-Certification Forms to use when accepting applications for employment.
- 7. Require contractor to submit a list of all current employees who will work on the project.
- 8. Review and approval by grantee of Section 3 Self-Certification Form submitted by the contractor before a hire is made.
- 9. Review payroll records to document the participation of Section 3 hire(s) on the project.
- 10. Review payroll records to document the participation of Section 3 Business employees on the project.
- 11. At the completion of the work under the contract, complete CDBG Section 3 Tracking Form which documents Section 3 compliance.

The Board will document efforts undertaken during the procurement process and maintain them in the CDBG files.

ATTEST/WITNESS:

Hart, Clerk

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

BY: L. Baker, President

This Section 3 Plan is hereby adopted by the Board of County Commissioners of Washington County, Maryland on Suptrumber 18, 2018. It is effective for a three (3) year period until September 17, 2021

MINORITY BUSINESS PLAN

As a recipient of federal Community Development Block Grant (CDBG) funds through the United States Department of Housing and Urban Development received through the State of Maryland, the Board of County Commissioners of Washington County, Maryland (the "Board") is required to make good faith efforts to contract with minority business enterprises (MBE) and women business enterprises (WBE) for goods and services.

A minority or women business enterprise is one that is at least 50% owned by a minority or a woman. For publicly-owned businesses, at least 51% of the stock must be owned by minority group members or women.

The Board will make efforts to solicit MBEs and WBEs for projects utilizing Community Development Block Grant funds. These efforts will include:

- Developing and maintaining a list of qualified MBEs and WBEs Assuring that small businesses and MBEs and WBEs are solicited for appropriate contract opportunities
- Establishing a delivery system which will encourage participation by MBEs and WBEs
- Encouraging contractors to subcontract with MBE and WBE businesses

The Board will document efforts undertaken during the procurement process and maintain them in the CDBG files.

ATTEST/WITNESS:

Krista L. Hart, Clerk

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

Terry L. Baker, President

This Minority Business Plan is hereby adopted by the Board of County Commissioners of Washington County, Maryland on <u>September 18</u>, 2018. It is effective for a three (3) year period until <u>September 17, 2021</u>
FAIR HOUSING AND EQUAL OPPORTUNITY PLAN

As a recipient of federal Community Development Block Grant funds from the United States Department of Housing and Urban Development received through the State of Maryland, the Board of County Commissioners of Washington County, Maryland (the "Board") is required to comply with all federal statutes, regulations and Executive Orders relating to civil rights, fair housing, non-discrimination and equal opportunity. The Board's compliance is not specific to the federally funded project or activity. The Board must ensure that its administrative practices, policies and laws meet the intent of the statutes, regulations and Executive Orders.

Therefore, the Board commits to create an environment for its citizens where no one is excluded from participation or benefit due to their race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The denial of rights based on any of these protected classes is detrimental to the health, safety and welfare of the citizens and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

Fair Housing

In accordance with the federal Civil Rights Act of 1968 (as amended), the federal Housing and Community Development Act of 1974 (as amended), and the Fair Housing Act of 1988, the Board will promote through fair, orderly and lawful procedures, the opportunity for each person to obtain housing of such person's choice in this community without regard to race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion.

To the best of our ability, the Board will promote and encourage fair housing choice for all its residents. The Board's administrative practices, policies and laws will attempt to prohibit:

- Discrimination in the Sale or Rental of Housing
- Discrimination in Housing Financing
- Discrimination in Providing Brokerage Services
- Unlawful Intimidation

The Board will accept complaints from any citizen that feels that they have been discriminated against related to their housing choice. The Board will make an initial investigation and refer the complaint to the state or the federal housing departments.

For housing projects developed or assisted with federal funds, the Board will ensure that its subrecipients and developers will comply with statutes, regulations and Executive Orders.

Equal Opportunity

In accordance with the federal Civil Rights Act of 1964 (as amended), no person in Washington County shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

The Board will ensure that it will not discriminate in its procurement practices. The County's procurement policies allow for open and competitive bidding concerning all procured goods and services. When applicable, the County will solicit bids from minority women owned businesses.

Affirmative Action Strategy

It is the policy of the Board not to discriminate against any employee or any applicant for employment because of race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The Board will take affirmative action to insure that this policy includes but is not limited to the

following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training, layoff and termination. Additionally, the Board will ensure that our contractors and subcontractors will not discriminate against any employee or applicant for employment.

Affirmatively Furthering Fair Housing

The Board commits to affirmatively further fair housing in our community. Our programs will be administered in accordance with our efforts to provide a range of fair housing choices to our citizens.

The Board will adopt a Fair Housing Proclamation and celebrate the month of April as Fair Housing Month on an annual basis.

Excessive Force

The National Affordable Housing Act (NAHA) of 1990 (as amended) requires recipients of federal Community Development Block Grant funds through the United States Department of Housing and Urban Development to protect individuals engaging in non-violent civil rights demonstrations. To that end, the County is required to develop and maintain a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations.

The Board maintains a Sheriff's Department for the safety of its citizens. The Board prohibits the use of excessive force by employees of the Washington County Sheriff's Department against anyone engaged in non-violent civil rights demonstrations. This is more defined in the Washington County Sheriff's Department's "Use of Force" policy.

Limited English Proficiency

The Board recognizes that, as its population increases, its population now includes persons from other countries whose primary language is not English. To that end, the Board will make efforts to identify various populations and to provide information to them in a language they understand.

Personnel Policies

The Board's personnel policies are in compliance with all federal and state equal opportunity requirements. They are updated as requirements change.

Specifically, employees are notified of their rights, responsibilities and requirements of their specific jobs and as a representative of this County. The personnel policies provide information on compensation, leave, termination, grievances, benefits, sexual harassment, and employee reviews. The personnel policy also provides information about conflict of interest provisions related to contracting and procurement.

A full copy of the personnel policies for Washington County may be obtained at the Health and Human Services office located in the County Administration Building during normal business hours.

ATTEST/WITNESS:

Krista L. Hart, Clerk

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

Terry L. Baker, President

This Fair Housing and Equal Opportunity Plan is hereby adopted by the Board of County Commissioners of Washington County, Maryland on September 18, 2018. It is effective for a three (3) year period until September 17,3031.

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Agenda Report Form

Open Session Item

SUBJECT: Edward J. Byrne Memorial Justice Assistance Grant – Approval to Submit Application and Accept Funding as Awarded

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Captain Mark Knight, Washington County Sheriff's Office, and Rachel Souders, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve submission of the application for the Edward J. Byrne Memorial Justice Assistance Grant to the Governor's Office of Crime Prevention, Youth, and Victim Services requesting a total of \$30,095 for FY22 and accept funding as awarded.

REPORT-IN-BRIEF: The Washington County Sheriff's Office is requesting approval to apply for Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program grant funding in the amount of \$30,095, and to accept funding as awarded. This grant funding will cover the entire cost of an AVATAR Tactical Robot to be used by the Special Response Team.

DISCUSSION: The Washington County Sheriff's Office is requesting approval to submit an application to the Governor's Office of Crime Prevention, Youth, and Victim Services for grant funding under the Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program in the amount of \$30,095, and to accept funding as awarded. This grant funding is being requested for the purchase of an AVATAR Tactical Robot. The AVATAR will enhance the capabilities of the Special Response Team by allowing them to quickly and safely inspect dangerous situations without sending personnel in blindly. The AVATAR saves lives by keeping emergency responders out of harm's way.

The Office of Grant Management has reviewed the application and program guidelines. The funding period is for one year, starting October 1, 2021 and ending September 30, 2022. There is no match requirement associated with the agreement.

FISCAL IMPACT: Provides the Washington County Sheriff's Office with \$30,095 to fully cover the cost of purchasing an AVATAR Tactical Robot.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of funding

ATTACHMENTS: Notice of Funding Availability; Quote, Spec Sheet

AUDIO/VISUAL NEEDS: N/A



FY 2022 Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program

Notice of Funding Availability (NOFA)

Online Submission Deadline: Wednesday, September 15, 2021 by 3 PM

Funded by: State of Maryland through the Office of Justice Programs, Bureau of Justice Assistance (CFDA# 16.738)

Governor's Office of Crime Prevention, Youth, and Victim Services 100 Community Place Crownsville, Maryland 21032-2022 www.goccp.maryland.gov (410) 697-9338

> Larry Hogan, Jr., Governor Boyd K. Rutherford, Lt. Governor V. Glenn Fueston, Jr., Executive Director

ELIGIBILITY

Funding through this application is available to State and Local governmental agencies; Non-profit organizations; Non-governmental victim service providers; Faith-based and Community organizations; and Institutions of higher learning to prevent or reduce crime and violence.

IMPORTANT LINKS

NOFA Application Instructions: http://goccp.maryland.gov/wp-content/uploads/NOFA-application-instructions.pdf

Grants Management System (GMS): http://goccp.maryland.gov/grants/

GMS submission is required; Hard copy applications are not accepted.

Purpose

Thank you for applying for the **FY 2022 Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program** from the **Governor's Office of Crime Prevention, Youth, and Victim Services.** The primary purpose of BJAG funding is to reduce existing gaps in service that impact violent crime, crime victims, enforcement, prosecution, adjudication, detention, and rehabilitation. The Office has undertaken a comprehensive, three-tier plan focused on expanded collaboration among the law enforcement, crime prevention, and victim service communities to create a safer Maryland. This program supports the following Office objectives:

- Developing criminal justice strategies that are coordinated at the local, State, and federal level.
- Improving victim services for Maryland residents.
- Improving the well-being for all Maryland children and youth.
- Maximizing the public safety returns on Maryland's corrections spending.
- Increasing the availability of data to support data-driven approaches to criminal justice issues in Maryland.

If you need technical application assistance, please contact:

Quentin Jones, Program Manager	Justice Schisler, Chief of Programs
(410) 697-9318	(410) 697-9334
Quentin.Jones@maryland.gov	Justice.Schisler@maryland.gov

If you need assistance with program criteria or program design for Criminal Justice initiatives please contact:

Martin Hammond, Deputy Director of Criminal Justice Programs (410) 697-9309 <u>Martin.Hammond@maryland.gov</u>

The Governor's Office of Crime Prevention, Youth, and Victim Services' success is measured by subrecipient success. It is critical that we hear from you, our customers. The Hogan-Rutherford administration is committed to providing the best possible customer service to our citizens. To share your ideas on how the Office can best serve you and provide support, please email the above program manager to provide your feedback or complete a three question customer experience survey customer experience survey.

Governor's Office of Crime Prevention, Youth, and Victim Service's Mission:

To serve as a coordinating office that advises the Governor on criminal justice strategies. The office plans, promotes, and funds efforts with government entities, private organizations, and the community to advance public policy, enhance public safety, reduce crime and juvenile delinquency, and serve victims.

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I. ELIGIBILITY CRITERIA

The following entities in Maryland are eligible to submit one application for FY 2022 Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program funding:

- Local law enforcement
- State law enforcement
- Local government agencies
- State government agencies
- Non-profit organizations

- Non-governmental victim service providers
- Faith-based and Community organizations
- Institutions of higher learning

Note: Only one application may be submitted per agency/organization. Also, the Office will not support the continuation of past years' projects funded by the BJAG program.

Non-profit – 501(c)(3)

An organization must provide proof of this status by submitting a copy of its status letter from the IRS with their application. The requirements for obtaining 501(c)(3) status can be found on the Internal Revenue Service website (<u>www.irs.gov</u>); search for Publication 557, "Tax-Exempt Status for Your Organization." If the IRS letter is not available, a letter from your organization's authorized official listing officers, bylaws, and/or articles is permissible until such time that a copy can be obtained from the IRS.

Faith-Based/Community Organizations

Faith-based organizations applying for BJAG funding do not have to relinquish or modify their religious identity (e.g., remove religious symbols) to be considered eligible applicants. However, BJAG funding may not be used to fund any inherently religious activity, such as prayer or worship. Organizations may continue to engage in inherently religious activities; however, such activities may not coincide with activities funded by the grant—i.e., such religious activities must be separate (in time and place) from the grant funded activity. Further, any participation in religious activities by individuals receiving services provided under the grant must be voluntary.

II. PROGRAM DESCRIPTION

A. Requiring Agency

Governor's Office of Crime Prevention, Youth, and Victim Services

B. Opportunity Title

FY 2022 Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program

C. Submission Date

Wednesday, September 15, 2021, by 3 PM

D. Anticipated Period of Performance

October 1, 2021 to September 30, 2022

E. Funding Opportunity Description

Edward J. Byrne Memorial Justice Assistance Grant (BJAG) Program provides states, tribes, and local governments with critical funding necessary to support a range of programs areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives. Grant funding has been used to improve sentencing and correction's

policies, reduce crime in communities, provide public safety, protect victims, remove guns from violent offenders, track DNA, train local law enforcement, and provide state-of-the-art technology to law enforcement.

The Governor's Office of Crime Prevention, Youth, and Victim Services has overseen the administration of this grant for the State of Maryland for over ten years. The Office awards funds to support the coordinated efforts of local governments, state agencies, private entities, faith-based and community organizations, institutions of higher education, and non-profit organizations in achieving realistic goals and carrying out jurisdictional strategic plans that increase public safety and address the needs of Maryland's communities.

In early 2021, the Governor's Office of Crime Prevention, Youth, and Victim Services distributed a survey to its subrecipients to identify funding priorities for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the upcoming federal fiscal year(s). Specifically, the survey requested insight from the statewide criminal justice community as it relates to needs within the eight federal purpose areas (see below).

The Office received surveys from 711 entities of which 68.2% (n = 485) consisted of local and nonprofit entities, and 31.8% (n = 226) consisted of state, other, private sector, and federal entities.¹ Of the 711 received responses, entities identified specific priorities based on the following categories:

- Law Enforcement: Crisis intervention/mental health/suicide prevention, recruitment/retention, and training are all identified needs for law enforcement programs. Equipment, such as body worn cameras and surveillance, is also needed.
- **Courts**: Greatest needs relating to courts include specialty courts, mental health liaisons, and training.
- **Corrections**: Alternatives to incarceration and reentry programs are essential for corrections. Reentry priorities include reducing recidivism, access to treatment, and employment programs.
- Youth and Prevention: Specific needs include juvenile delinquency, adverse childhood experiences (ACEs), and mentoring. Challenges relating to youth include mental health, racial and ethnic disparities, and substance use.
- **Victims**: Youth exposed to violence, special populations, and sexual assault are all identified priorities. Victim service providers are also needed.
- **Technology**: Priorities include automated information sharing and the development of outcome based performance measures.
- **Opioids**: Substance use treatment is a pressing priority to address opioids.

The most notable needs, excluding COVID, were for mental health (49%), substance abuse response (40%), and staffing/workforce shortages (31%). The greatest need for responding to COVID was staffing/workforce (48%). Technology including automated information sharing and the development of outcome based performance measures as well as Opioid response remain a priority as well.

Federal Purpose Areas

This grant is managed by the <u>Bureau of Justice Assistance</u> (authorized under Public Law

¹ It is important to note that the Office received surveys from 711 entities or 711 unique Responded IDs; however, some questions resulted in more than 711 responses.

109-162) and can be used to fund a wide variety of initiatives in the **Federal Purpose Areas** listed below:

- Law enforcement and task forces programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and drug court programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation programs)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

BJAG State Priority Areas

In an effort to prevent and reduce crime and violence in Maryland, the Governor's Office of Crime Prevention, Youth, and Victim Services has made up to \$4.6M available for the **BJAG State Priority Areas** as defined below. Priorities were identified and consideration was given by utilizing Maryland's crime data, stakeholder survey, federal recommendations, and new state legislation. Preference will be given to those strategies that are aligned with best practices, evidence-based practices, and data-driven decision making processes. The BJAG State Priority Areas are:

Crime/Violence Reduction

- Gun Violence Reduction Strategies such as offender focused deterrence designed to alter the offender behavior through a multifaceted approach involving law enforcement, social service, and community-based action while utilizing early advance analytics and strong partnerships to successfully prosecute violent repeat offenders. Applicants should be familiar with the <u>Maryland Criminal</u> <u>Intelligence Network</u> initiative and efforts should include partnerships with local, state and federal agencies.
- Community Violence Intervention (CVI) programs that utilize evidence-based and/or evidence-informed models to reduce violent crimes and address the ongoing issues of gun violence in their community. There are proven CVI strategies for reducing gun violence through tools other than incarceration. For example, violence interruption programs which deploy trusted messengers to work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect people to social and economic services to reduce the likelihood of gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future.

Wellness, Mental Health and Crisis Intervention programs

- Officer Wellness initiatives and law enforcement employee assisted programs that provide peer support services, counseling services, crisis counseling, stress management counseling, resiliency sessions, and suicide prevention training for police officers.
- Crisis intervention teams/mental health/suicide prevention programs that utilize and/or expand best practice responses for law enforcement, and development or expansion of best practices for local initiatives designed to improve the way law

enforcement and the community respond to people experiencing behavioral health crises. Collaboration and strong partnerships between law enforcement, behavioral health provider agencies, and individuals are highly encouraged.

• Prevention, early intervention, crisis and behavioral intervention programs that increase child well-being and address adverse childhood experiences with the goal of diverting youth from involvement in the juvenile justice and/or child welfare system. Education/training in the reduction of Adverse Childhood Experiences (ACEs), enforcement and prosecutorial efforts.

Law Enforcement Enhancements

- Body Worn Cameras (BWC) equipment in support of establishing new BWC implementation, or expanding existing programs.
- NIBRS Compliance programs that utilize software and hardware that directly support or enhance an agency's technical capacity for collecting and processing data and submitting those data to the state Uniform Crime Report (UCR) Program or directly to the FBI. This includes acquiring software to enable reporting of IBR/NIBRS compliant data to the state UCR Program, costs for improving the automation of processes associated with data collection and management, and costs for validation testing to ensure compliance with IBR/NIBRS standards.
- Specialized law enforcement training programs such as classes and seminars in professional development, use of force, de-escalation, investigation, crime prevention, and crime analysis including, but not limited to: crime scene investigation, laboratory procedures, certification of crime lab skills, data driven policing strategies (i.e. crime analysis, mapping), law enforcement information sharing, victim services/witness protection, and investigative techniques.
- Planning and evaluation of programs to develop a theory of change and to impact systems-level change in partnership with coalition and other workgroup activities.

Funding Availability and Eligibility

The Governor's Office of Crime Prevention, Youth, and Victim Services anticipates the availability of \$4,605,806 for the FY 2022 Edward J. Byrne Memorial Justice Assistance Grant (BJAG) program. The office anticipates making up to 60 awards not to exceed the total of \$4,605,806 for the period of October 1, 2021 to September 30, 2022. See below more information on the multiple BJAG funding allocations and the eligibility requirements for each allocation.

General BJAG Formula Funds

Funding Available: \$1,320,000 Anticipated Number of Awards: up to 20 Award Range: \$10,000 to \$300,000 Eligibility: Open only to state governmental and law enforcement agencies, non-profit organizations, non-governmental victim service providers, faith-based/community organizations, and institutions of higher education.

Local BJAG Formula Funds

Funding Available: \$3,000,000 Anticipated Number of Awards: up to 30 Award Range: \$10,000 to \$100,000 Eligibility: Open only to local governmental and law enforcement agencies

Small Jurisdictions BJAG Formula Funds

Funding Available: \$200,000 Anticipated Number of Awards: up to 30 Award Range: \$5,000 to \$30,000 Eligibility: Open only to local governmental and law enforcement agencies that are ineligible for direct federal funding as identified by BJA. Please see the <u>List of BJA</u> <u>ineligible jurisdictions</u> that qualify for Maryland's Small Jurisdictions allocation.

National Incident-Based Reporting System (NIBRS) BJAG Formula Funds

Funding Available: \$85,806 Anticipated Number of Awards: up to 5 Award Range: \$10,000 to \$85,806 Eligibility: Open only to local and state law enforcement agencies to support NIBRS compliance

Please note that applications that do not meet the minimum range noted above based on eligible allocations, or those that exceed the maximum award allocation noted above are subject to removal from consideration during the initial technical review.

All funding is contingent upon the Governor's Office of Crime Prevention, Youth, and Victim Services receiving the specified grant funds from the Bureau of Justice Assistance.

III. PROGRAM REQUIREMENTS

To qualify for funding under this grant, the proposed program must support **at least one** of the <u>Federal Purpose</u> <u>Areas</u> listed above. Within these broad areas, the program must also support **at least one** <u>State Priority Area</u> listed above.

Grantees will be required to track and measure program outputs and outcomes. Outputs and outcomes must be recorded and submitted to the Governor's Office of Crime Prevention, Youth, and Victim Services on a quarterly basis.

Depending on the type of project funded, all grants awarded under this funding opportunity will be required to report on the mandatory performance measures noted below in line with the Governor's Office of Crime Prevention, Youth, and Victim Services goals to include the disruption/dismantlement of Criminal Organizations, reduction of prison population, or improving child wellbeing. Please note that these lists are not inclusive of all the potential outputs and outcome measures that may be included in the final awards.

Gun Violence Reduction Programs

- Number of guns seized
- Number of firearms trafficking organizations disrupted / dismantled
- Number of gun cases referred for federal prosecution

Community Violence Intervention (CVI) Programs

- Number of individuals served
- Number of individuals who successfully completed the program
- Number of prevention and education activities conducted

Officer Wellness and Law Enforcement Employee Assisted Programs

- Number of sworn officers served during reporting period
- Number of follow-up contacts during reporting period
- Training attendees

Crisis Intervention Programs

- Number of attendees
- Number of Mental Health Calls for Service/Encounters
- Number of Mental Health Calls Responded to by CIT Officers

Youth Prevention, Intervention, and Crisis Programs

- Number of youth served
- Number of youth re-arrested or seen at a juvenile court for a new delinquent offense within 6-12 months of exiting the program
- Number of youth who successfully completed the program during the reporting period

For more measures, please use the following link to view a separate document of the sample performance measure list: <u>click here</u>.

The Bureau of Justice Assistance has provided a list of JAG accountability measures to assess the validity and reliability of evidence-based practices used by each sub-recipient. Each grant's performance measures will be determined based on the corresponding purpose areas. Specific information on the measures used can be found at <u>https://bjapmt.ojp.gov/help/jagdocs.html</u>.

Post-award, recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at <u>https://bjapmt.ojp.gov.</u> Applicants should visit OJP's performance measurement page at <u>www.ojp.gov/performance</u> for an overview of performance measurement activities at OJP.

The OJP CrimeSolutions.gov website at <u>https://www.crimesolutions.gov/</u> is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

For a detailed instructions and sample logic model, please refer to: <u>http://www.extension.uidaho.edu/publishing/pdf/CIS/CIS1097.pdf</u>.

IV. APPLICATION PROCESS

Applicants are required to apply for grant funding through the Governor's Office of Crime Prevention, Youth, and Victim Services' web-based application process, which may be accessed through the web URL <u>www.goccp.maryland.gov</u> and clicking on **GRANTS MANAGEMENT SYSTEM**, or by going directly to the login screen using the URL: <u>https://grants.goccp.maryland.gov</u>.

In order to use the Governor's Office of Crime Prevention, Youth, and Victim Services' web-based application you must have a User ID.

If you have *not* previously applied through the web, go to the following URL to obtain instructions and the information required to obtain a User ID and password: <u>http://goccp.maryland.gov/grants/requesting-access/</u>.

The last day to request a User ID is August 27, 2021. If you have previously

applied through the web, use your existing User ID and password.

If you have previously applied to the Governor's Office of Crime Prevention, Youth, and Victim Services, **but do not have your User ID, or are having technical issues with the system**, contact the helpdesk via email at <u>support@goccp.freshdesk.com</u> for assistance.

If you need assistance completing the program-specific information required in the online application, please contact Quentin Jones, BJAG Program Manager, at <u>Quentin.Jones@maryland.gov</u>.

V. TRAINING/TECHNICAL ASSISTANCE (TA)

To help applicants prepare and submit applications that reflect the Governor's Office of Crime Prevention, Youth, and Victim Services' established guidelines and procedures, training is provided through training videos posted on the website. These may be accessed through the following URL:

http://goccp.maryland.gov/grants/gms-help-videos/.

Please review the training videos prior to beginning your application to become familiarized with system guidelines, fiscal review and tips, civil rights requirements, etc.

Additionally, instructions for completing the online application can be found at: <u>http://goccp.maryland.gov/wp-content/uploads/NOFA-application-instructions.pdf</u>. Applicants are encouraged to review these instructions prior to completing the online application. The narrative section of the application should be completed in an outline-style format (retaining all numbering, lettering, and section headers).

Note: A NOFA Technical Assistance Call will be held from 10:00-11:00 AM on August 27, 2021 using Google Meet.

Call in number: 1-339-674-7141 PIN: 416 798 162# Meeting Link: Join with Google Meet

VI. IMPORTANT DATES

Deadline to Request a User ID NOFA Technical Assistance Call Deadline to Submit an Online Application Letters of Intent Emailed/Denial Letters Emailed Award Documents Sub-award Start Date Sub-award End Date August 27, 2021 August 27, 2021 September 15, 2021 September 30, 2021 October 2021 October 1, 2021 September 30, 2022

VII. APPLICATION EVALUATION

The Governor's Office of Crime Prevention, Youth, and Victim Services will assess the merits of the proposed program in each of the following areas (See Notice of Funding Availability Application Instructions located at http://goccp.maryland.gov/grants/programs/) and will score each application accordingly:

- Problem statement/needs justification (15 points total)
- Program goals and objectives (20 points total)

- Program strategy/program logic (10 points total)
- Performance measurement (outputs, outcomes, and impacts) (20 points total)
- Timeline (5 points total)
- Spending plan and budget (reasonableness, cost effectiveness, detailed justification per line item) (20 points total)
- Management capabilities (5 points total)
- Sustainability (5 points total)

BJAG is a competitive application process. The Governor's Office of Crime Prevention, Youth, and Victim Services may conduct a three-tier review, to include internal staff and external independent reviewers, of each application submitted in accordance with this Notice of Funding Availability. As part of the internal review, the Governor's Office of Crime Prevention, Youth, and Victim Services' staff will also review the following for each application:

- Crime rate
- Geographic distribution
- Scope (geographic size and location)
- Reach (ability to recognize and address the needs of underserved populations)
- Audit findings
- Performance history with previous awards

VIII. FUNDING SPECIFICATIONS

A. Funding Cycle

Commencement of awards funded under BJAG for FY 2021 will begin October 1, 2021 and end on September 30, 2022. Funds are paid on a quarterly reimbursable basis.

B. Unallowable Costs

The following services, activities, and costs cannot be supported with BJAG funding:

- Vehicles, vessels, or aircraft, including unmanned aircraft, unmanned aerial vehicles, and unmanned aerial systems
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Incentives
- Rent
- Tasers
- Audit costs
- Property insurance
- Printing
- Telephone/fax
- Food/beverage
- Trinkets (e.g., hats, mugs, portfolios, t-shirts, coins, gift bags, etc., whether or not they include the conference name or Office of Justice Programs/Department of Justice logo) must not be purchased with Department of Justice funds as giveaways for conferences. Basic supplies that are necessary for use during the conference (e.g., folders, name tags) may be purchased.

The list above is not exhaustive. The Governor's Office of Crime Prevention, Youth, and Victim Services reserves the right to make additional budget reductions/restrictions and adjustments at its discretion.

C. Consultant Rates

The threshold for consultant rates is \$650 per day or \$81.25 per hour. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification.

IX. DISTRIBUTION OF FUNDS & REPORTING REQUIREMENTS

The Governor's Office of Crime Prevention, Youth, and Victim Services will distribute awarded funds to grantees on a quarterly reimbursement of expenditures basis following the timely submission of corresponding quarterly fiscal and programmatic reports. These reports must be submitted through the Grants Management System. All programmatic electronic reports are due within 15 calendar days of the end of each quarter. Financial electronic reports are due within 30 calendar days of the end of each quarter. All reporting activity occurs through the Grant Management System, using the same User ID and password that were used for the application process.

For further post-award instructions, read the Special Conditions specific to your award in the GMS and read the General Conditions which can be found at: http://www.goccp.maryland.gov/grants/general-conditions.php.

A. Electronic Funds Transfer (EFT)

The Governor's Office of Crime Prevention, Youth, and Victim Services encourages the use of electronic funds transfer (EFT). To obtain the appropriate form, the address to submit the form, and a general overview, including FAQs, refer to the following website:

http://comptroller.marylandtaxes.gov/Vendor Services/Accounting Information/Stati c Files/GADX10For m20150615.pdf.

B. Match

There is no match required for this funding source. Do **NOT** enter a match into your budget. If you wish to show other financial or in-kind contributions to your program, it may be written into your narrative.

C. Supplanting, Transparency, and Accountability

Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the Office of Justice Programs Financial Guide (Part II, Chapter 3). There are strict federal laws against the use of federal funds to supplant current funding of an existing program. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures.

A strong emphasis is being placed on accountability and transparency. Grantees must be prepared to track, report on, and document specific outcomes, benefits, and expenditures attributable to the use of grant funds. Misuse of grant funds may result in a range of penalties to include suspension of current and future funds and civil/criminal penalties.

X. APPLICATION CHECKLIST

What an Application Must Include by the Deadline to be Considered for Funding:

- _____ Face Sheet
- _____ Project Summary
- _____ Narrative
 - ____ Problem Statement/Needs Justification
 - ____ Program Goals
 - ____ Program Strategy
 - ____ Program Measurement
 - ____ Timeline
 - ____ Spending Plan
 - ____ Management Capabilities
 - ____ Sustainability
 - ____ Unique Entity Identifier (UEI, Currently DUNS number) and SAM

Registration

- _____ Letters of Support/Commitment (if required)
 - ____ Budget and Budget Justification
 - ____ Personnel
 - ____ Operating Expenses
 - ____ Travel
 - ____ Contractual Services
 - ____ Equipment
 - ____ Other
- Indirect Cost Rate Agreement or Documentation Supporting Use of the De minimis
- Indirect Cost Rate (if applicable)
- _____ Budget Prioritization
- _____ Certified Assurances
- _____ Certification Regarding Lobbying
- _____ Audit Findings/Corrective Action Plan (if applicable)
- Single Audit Requirements (if applicable)
- _____ Proof of 501 (c)(3) Status (if applicable)

*Please note, the <u>Subrecipient Organizational Capacity Questionnaire</u> is no longer due at the time of application. If awarded, this completed questionnaire will be required post-award.

*More information on each item above can be found in the <u>NOFA Application</u> <u>Instructions</u>.

Additional Applicant Resources:

National Training and Technical Assistance Center (NTTAC): https://bjatta.bja.ojp.gov/

International Association of Chiefs of Police- Officer Health and Wellness Roadmap: https://www.theiacp.org/sites/default/files/2021-08/250266_IACP_OSW_Report_Final.pdf

Code for Federal Regulation Title 2 CFR: https://ecfr.io/Title-02/cfr200_main

Department of Justice (DOJ) Financial Guide: https://www.ojp.gov/financialguidedoj/overview

FBI Crime Data Explorer: https://crime-data-explorer.fr.cloud.gov/explorer/state/marylandcrime



Sales Quote

Page: 1 Sales Quote Number: SQ15446 Sales Quote Date: 9/8/2021 Quote Valid To: 11/7/2021

Sell

To: Washington County Sheriff's Office Capt. Mark Knight 500 Western Maryland Parkway Hagerstown, MD 21740 USA Ship To: W

Washington County Sheriff's Office Capt. Mark Knight 500 Western Maryland Parkway Hagerstown, MD 21740 USA

Ship Via: Terms:	Best Way Net 30 Days				Customer ID: N SalesPerson: Contact: Entered By:	NASHINGTONCNTYMD Brent Doan Capt. Mark Knight ATI\GMENDIETA
Item No.	Description	Unit	Qty	GSA	Unit Prie	
KIT-RBXTACPKGA3A	Robotex Avatar III Tactical Package 334519 Includes: Avatar III Robot, 900 MHz Radio, 2 Batteries, High Angle Stabilizers, Controller Charger Adapter	EACH	1		29,990.0	00 29,990.00
NON TAXABLE FREIGHT	Cable, PTZ Camera Non Taxable Freight	EACH	1		105.0	00 105.00

Work Description:

Delivery Time: 90 Days ARO

Please contact Gisela Mendieta at 800-997-3773 ext. 103 or gmendieta@aardvarktactical.com if you would like to place this order.

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

	Subtotal:	30,095.00
l. If	Invoice Discount:	0.00
%	Total Sales Tax:	0.00
e of	Total:	30,095.00



300 S. Washington St. Jerseyville, IL 62052 t: 650.838.9191 f: 650.323.1044

January 1, 2020

This letter is to inform you that AARDVARK serves as the primary and sole source distributor to represent all RoboteX items in the United States and Canada, its Provinces and Territories. AARDVARK is the only RoboteX United States distributor authorized to respond to Request for Proposal/Requests for Quotes for these products.

Sole Authorized Distributor:

AARDVARK

1935 Puddingstone Drive

LaVerne, CA 91750

Sole Authorized Manufacturer and Repair Facility:

RoboteX, Inc.

300 S. Washington

Jerseyville, IL 62052

RM Lucas, Jr.

President

RoboteX, Inc.



300 S. Washington St. Jerseyville, IL 62052

t: 650.838.9191 f: 650.323.1044

AVATAR® III Robot Specs (10-1-18)

Warranty

3-year "Flipper to Flipper" Warranty Coverage

Avatar[®] III Robot

Capabilities:

- Lightweight tactical robot
- Stair climbing ability
- Self-rights if flipped upside down
- Rugged "no jam" track system
- All-terrain navigation (dirt, grass, sand, gravel, clothing, water)
- Live video and audio with IR
- Two-way audio functionality
- Video and audio recording capability
- Easy setup and operation
- Separate, adjustable wireless channels for running multiple robots simultaneously
- Durable, flexible antenna design

Specs:

- Operating Range: 300 meters LOS (line of sight)
- Physical Dimensions: 24.41" (L) x 15.35" (W) x 6.14" (H) (with Flippers Folded OUT), 18.50"(L) X
- 15.35"(W) X 6.14"(H) (with Flippers Folded IN)
- Antenna height from ground: 25.5 inches
- Weight: 25 lbs (without battery), 28 lbs (with battery)
- Moving Speed: 4 MPH
- Optics: Wide angle color drive camera
- Chassis Material: Durable Monostructure Composite
- Track System: "Closed Track" Design with Brushless Motors
- Headlight: 200 Lumen (LED), 180 mW/sr (IR) with on/off toggle
- Radio Type: Secure 900MHz radio (1W 2.4 GHz available)
- Ground Clearance: 3/4" (20mm)

Robot Battery

- Military grade, BB-2590 lithium-ion battery
- Battery Life: 5 hours average
- Physical Dimensions: 5.0" (L) X 4.5" (W) X 2.5" (H)
- Weight: 3.2 lbs



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Robot Battery Charger

- Physical Dimensions: 10.0" (L) X 6.5" (W) X 2.5" (H)
- Weight: 1.2 lbs

Robot Controller

• Digital video/audio with 5" touchscreen, dual joysticks, USB port, video recording, swappable radio modules

- Video output, audio output, microphone input, USB
- Physical Dimensions: 10.8" (L) X 6.1" (W) X 2.8" (H)
- Weight: 4.2 lbs
- Video Resolution: 640x480
- Battery: 14.8V/6700mAh lithium-ion
- Battery Life: 5 hours

Robot Controller Battery Charger

- Physical Dimensions: 6.0" (L) X 3.5" (W) X 2.5" (H)
- Weight: 1.0 lbs

Avatar High Angle Stabilizers

- Mount Physical Dimensions: 0.7" (L) X 7.0" (W) X 0.9" (H)
- Rods Physical Dimensions: 16.1" (L) X 7.0" (W) X 0.9" (H)
- Total Weight: 1.5 lbs

Carrying Case

- Wheeled Military Grade Hardcase w/handles
- Outside Dimensions: 31.59" (L) X 20.47" (W) X 12.45" (H)
- Weight: 24.03 lbs

AVATAR® Pan-Tilt-Zoom Camera (PTZ) Accessory Specs

- Physical Dimensions: 6.9" (L) x 5.9" (W) x 5.1" (H)
- Weight: 3.3 lbs (with roll bar), 2.8 lbs (without roll bar)
- Optical Zoom: 10X
- Digital Zoom: 12X
- Pan: 360 degrees continuous
- Tilt: 90 degrees
- Resolution: 560TV
- Illumination: Min illumination: Day: 0.5 Lux @ F1.6. Night: (IR-cut filter on): 0.1 Lux @ F1.6"



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AVATAR® Standard Manipulator Arm Specs

Capabilities:

- Five-axis arm designed to open doors, transport supplies, and manipulate objects
- Live video captured by built-in IR capable camera
- Ability to mount CarbonFire 10 PAN disruptor
- Easy setup and operation

Specs:

- Weight: 17 lbs
- Extension (from front of robot): 28" (25" to ground contact)
- Lowest horizontal view level: 10.2" from the ground
- Highest horizontal view level: 24.5" (29.5" with flipper)
- Maximum overhead reach: 37" (42" with flipper)
- Lifting Capacity: 8lbs full reach, 12lbs close-in
- Turret rotation: 305 degrees (can reach the back of robot)
- Shoulder rotation: 180 degrees
- Elbow rotation: 180 degrees
- Wrist rotation: 360 degrees continuous
- Gripper width: 100mm open, 45 degrees open, 30lb closing force, 30lb opening force
- Integrated camera: Day/night color IR camera
- Overload Protection: Overload protection in the form of a torque limiting clutch at each axis

AVATAR® Extended Reach Manipulator Arm Specs

Capabilities:

- Five-axis arm designed to open doors, transport supplies, and manipulate objects
- Live video captured by built-in IR capable camera
- Ability to mount CarbonFire 10 PAN disruptor
- Easy setup and operation

Specs:

- Weight: 18 lbs
- Extension (from front of robot): 40" (35" to ground contact)
- Lowest horizontal view level: 10.2" from the ground
- Highest horizontal view level: 34" (40" with flipper)
- Maximum overhead reach: 48" (54" with flipper)
- Lifting Capacity: 8lbs full reach, 12lbs close-in
- Turret rotation: 305 degrees (can reach the back of robot)
- Shoulder rotation: 180 degrees
- Elbow rotation: 180 degrees
- Wrist rotation: 360 degrees continuous
- Gripper width: 100mm open, 45 degrees open, 30lb closing force, 30lb opening force
- Integrated camera: Day/night color IR camera
- Overload Protection: Overload protection in the form of a torque limiting clutch at each axis



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AVATAR® Tactical Deployment Backpack Specs

Capabilities:

- Specially designed to house Avatar III robot and accessories
- Easily transports robot, controller, and spare battery
- Arm can remain attached while robot is in backpack
- Comfortably distributes load with waist belt
- Excellent for rural environments and mobile operations
- Ruck is compatible with the MULLE II frame

Specs:

- Physical Dimensions: 25" (L) x 16" (W) x 5" (D)
- Weight: 8 lbs

AVATAR® Hitch and Trailer Specs

Capabilities:

- Tow large or heavy items behind robot
- Remotely release trailer to leave item behind

Specs:

- Flat ground towing capacity: 30 lbs
- Stair towing capacity: up to 10lbs
- Physical Dimensions (hitch): 7" (L) x 3" (W) x 2" (H)
- Physical Dimensions (trailer): 25.5" (L) x 17.75" (W) x 6" (H)
- Weight (hitch): 1.2 lbs
- Weight (trailer): 5.2 lbs

AVATAR® External Audio/Video Receiver Specs

Capabilities:

- Remote viewing of robot's audio/video feed
- Large monitor for easy viewing of video

Specs:

- Physical Dimensions (receiver box): 13.75" (L) x 8.75" (W) x 5.5" (H)
- Physical Dimensions (monitor): 8" (L) x 22.25" (W) x 17.5" (H)
- Physical Dimensions (headset): 9.4" (L) x 2.8" (W) x 7.8" (H)
- Weight (receiver box): 7.0 lbs
- Weight (monitor): 9.6 lbs
- Weight (headset): 0.65 lbs



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AVATAR[®] Standard 900 MHz Radio Package Specs

Capabilities:

• Swappable with the 2.4GHz system

Specs:

- Physical Dimensions (robot radio): 7.25" (L) x 7" (W) x 24.75" (H)
- Physical Dimensions (controller radio): 19.75" (L) x 6.25" (W) x 1.5" (H)
- Weight (robot radio): 2.0 lbs
- Weight (controller radio): 0.9 lbs

AVATAR[®] 2.4 GHz 1W Radio Package Specs

Capabilities:

• Swappable with stock 900 MHz system

Specs:

- Physical Dimensions (robot radio): 7.25" (L) x 7" (W) x 24.75" (H)
- Physical Dimensions (controller radio): 19.75" (L) x 6.25" (W) x 1.5" (H)
- Weight (robot radio): 2.0 lbs
- Weight (controller radio): 0.9 lbs

AVATAR[®] 2.4 GHz 2W Radio Package Specs

Capabilities:

• Swappable with stock 900 MHz system

Specs:

- Physical Dimensions (robot radio): 7.25" (L) x 7" (W) x 24.75" (H)
- Physical Dimensions (controller radio): 19.75" (L) x 6.25" (W) x 1.5" (H)
- Weight (robot radio): 2.0 lbs
- Weight (controller radio): 0.9 lbs



Agenda Report Form

Open Session Item

SUBJECT: Online Sales & Teleworking Grant – Approval to Accept Awarded Funding

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Rachel Souders, Senior Grant Manager, Office of Grant Management, and Linda Spence, Business Specialist, Department of Business Development

RECOMMENDED MOTION: Move to accept the awarded funding from the Department of Commerce for Online Sales & Teleworking in the amount of \$125,164.00.

REPORT-IN-BRIEF: In March 2021, the State of Maryland Department of Commerce awarded Washington County \$12,516.41 in State RELIEF Act funding to be granted to local businesses to assist those businesses in setting up online sales frameworks and offering employees telework opportunities. Since then, additional funds have been made available under the federal American Recovery Act and now the Department of Commerce is prepared to award Washington County \$125,164.00 in grant funding to be used for the same purpose.

DISCUSSION: The State of Maryland Department of Commerce is awarding Washington County \$125,164.00 in federal American Recovery Act grant funding to be granted to businesses in order to assist the businesses in setting up online sales frameworks and offering employees telework opportunities. Priority will be given to applicants that have not received prior funding provided by the Maryland Economic Development Assistance Authority and Fund (MEDAAF) or from the COVID-19 Small Business Emergency Loan or Grant Program.

Upon acceptance of grant funds, the Department of Business Development will distribute the funds to eligible businesses via a grant application process.

The Office of Grant Management has reviewed the grant funding guidelines and grant application. The funds must be distributed to eligible grantees by December 1, 2021. The total anticipated grant funding to be received, including the initial grant received in March, is \$137,680.41. Matching funds are not required.

FISCAL IMPACT: Will provide \$125,164.00 to support local businesses affected by the COVID-19 pandemic.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny approval for acceptance

ATTACHMENTS: None

Agenda Report Form

Open Session Item

SUBJECT: Utility Budget Transfer

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Mark Bradshaw, PE - DEM Director

RECOMMENDED MOTION: Approve the budget transfer.

REPORT-IN-BRIEF: Water Quality requests approval to transfer funds from Contingency Utility Admin (ADM003) to the Local Limits Study (STY025) in the amount of \$40,000.00

DISCUSSION: The Local Limits study is required by Maryland Department of the Environment (MDE) to update and establish loading limits for local industries discharging into the Conococheague Wastewater Treatment Plant. We had budgeted \$50,000 to have the study completed, but the low bid was in the amount of \$89,561.00, thus requiring the \$40,000 budget transfer. The past study is over 20 years old and treatment and loading limits are more stringent and additional funding is required.

FISCAL IMPACT: Without the budget transfer, we will be unable to update the loading limits as required by MDE.

CONCURRENCES: None

ALTERNATIVES: None

ATTACHMENTS: Budget Transfer Form

AUDIO/VISUAL NEEDS: None

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40010

STY025

Washington County, Maryland Budget Adjustment Form

O Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department					Transaction/Post -Finance			
						Deputy Director - Finance Kele	Cee Mace Digitally signed by Kelcee Mace Date: 2021.08.20 15:00:15-04'00'	
Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.					Preparer, if applicable	Vina Yutzy Digitally signed by Davina Yutzy Date: 2021.08.20 10:56:54 -04'00'		
Department Head Authorization			Davina Yutzy Digitally signed by Davina Yur Date: 2021.08.20 10:56:25 -04				Required approval with date	
Division Director / Elected Official Authorization		Mark D Br	Mark D Bradshaw Digitally signed by Mark D Bradshaw			If applicable with date		
Budget & Finance Director Approval						Required approval with date		
County Administrator Approval					Required approval with date			
County Commissioners Approval						Required > \$ 25,000 with date		
Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description		Increase (Decrease) + / -
498740	37	40010	ADM003			Capital Transfer - Utility Admin		-40,000
599999	37	40010	ADM003			Water Quality - Contingency Utility Admin		-40,000
498740	37	40010	STY025			Ca	40,000	

Explain Budget Adjustment		ransfer needed t	o fund Local Limit	s study as required b	by Maryland Depa	rtment of the Environment.	
Required Action by County Commission	ers	No Approva	l Required	۲	Approval Requi	red Approval Date if Known	09/14/2021

Water Quality - Local Limits Study

40,000



Agenda Report Form

Open Session Item

SUBJECT: Application for Zoning Text Amendment RZ-21-004

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Jill Baker, Director, Department of Planning and Zoning

RECOMMENDED MOTION: I move to approve RZ-21-004 and adopt the Ordinance amending the text of Section 4.26 of the Zoning Ordinance.

REPORT-IN-BRIEF: The Commissioners reached consensus to amend Section 4.26 of the Zoning Ordinance to deter placement of solar arrays on productive agricultural land.

DISCUSSION: This text amendment was presented to the Washington County Planning Commission at a Public Information Meeting on June 7, 2021. On July 19, 2021, the Planning Commission unanimously recommended approval of the proposed amendment. A Public Hearing before the Board of County Commissioners of Washington County was held on August 31, 2021. The Commissioners reached a consensus to approve the amendment. The ordinance effectuating the amendment is ready for adoption.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: Approving Ordinance

AUDIO/VISUAL NEEDS: N/A

ORDINANCE NO. ORD-2021-____

AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF THE ZONING ORDINANCE FOR WASHINGTON COUNTY, MARYLAND (RZ-21-004)

RECITALS

The Board of County Commissioners of Washington County, Maryland (the "Board") adopted the Zoning Ordinance for Washington County, Maryland (the "Ordinance") on January 23, 1973, and it became effective on April 2, 1973.

The Washington County Planning Commission filed an application requesting that amendments be made to the text of the Ordinance. The amendments proposed would amend the second paragraph of Section 4.26, Solar Energy Generating Systems.

The Board believes it to be in the best interests of the citizens of Washington County for the amendments to be enacted.

The Washington County Planning Commission (the "Planning Commission") held a public meeting for the purpose of taking comments on the proposed amendments on June 7, 2021, pursuant to public notice duly given.

The Board held a public hearing for the purpose of taking testimony on the proposed amendments on August 31, 2021, pursuant to notice duly given.

The Board has considered the recommendations of the Planning Commission and the Planning Department staff, and testimony and materials received at the public hearing. The Board conducted this review in a public session.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, that certain provisions of the Zoning Ordinance, as amended, be further amended and restated as follows:

Section 4.26 Solar Energy Generating Systems

[Paragraph 2]

SEGS shall be permitted as a land use as specified in Sections 3.3 and 21.42 of this ordinance. However, SEGS shall be prohibited as a use in defined Priority Preservation Areas, Rural Legacy Areas, and Antietam Overlay Areas. In addition, the developer of a SEGS shall, to the degree practicable, avoid disturbing Class 1 & 2 prime agricultural soils outside of designated growth areas.

Adopted and effective this _____ day of _____, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

Jeffrey A. Cline, President

Approved as to legal sufficiency:

Mail to: Office of the County Attorney 100 W. Washington St., Suite 1101 Hagerstown, MD 21740

Kirk C. Downey County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Administration of an End-of-Employment Action in Conjunction with the Exhausting of all FMLA, Paid Sick Leave and Short-Term Disability Plan Benefits.

PRESENTATION DATE: September 14, 2021

PRESENTATION BY: Laurence "Larry" Etchison, Director of Human Resources

RECOMMENDED MOTION: To approve a revision of <u>EB-4 Short Term Disability Policy</u> authorizing the Director of Human Resources (with the County Administrator's review and concurrence) to administer end-of-employment actions to Employees who have exhausted all FMLA, Paid Sick Leave and Short-Term Disability Plan Benefits.

REPORT-IN-BRIEF:

Consistently administering an administrative end-of-employment to all Employees who exhaust all FMLA, Paid Sick Leave and Short-Term Disability Plan Benefits shifts the ongoing healthcare cost burden to either the Employee (Long Term Disability Benefits, Personal Assets, etc.) or potentially to Federal and State funded programs (SSDI, Medicaid, ACA, etc.) versus the County's Citizens and Taxpayers. Therefore, it is prudent to adopt the following revision to the <u>EB-4 Short Term Disability</u> <u>Policy:</u>

L. An Employee who has an illness which is expected to continue beyond the Short-Term Disability Benefits Plan period may be eligible for benefits under the County's Long-Term Disability Benefit Plan. Employees are encouraged to keep the Department of Human Resources informed if they believe that they may require Long-Term Disability Benefit Plan monthly income. Please note that the Director of Human Resources (with the County Administrator's review and concurrence) will administer an end-of-employment action to any Employee who has exhausted all FMLA, Paid Sick Leave and Short-Term Disability Plan Benefits regardless of their Long-Term Disability Benefit Plan eligibility or acceptance.

FISCAL IMPACT: On a case-by-case basis, the Employee Health Benefit cost savings can be substantial.

CONCURRENCES: Mr. John Martirano, County Administrator, Mr. Kirk Downey, County Attorney, Ms. Deborah Condo, Deputy Director of Human Resources and Brittany Price, Benefits Coordinator.

ALTERNATIVES: Not Applicable

ATTACHMENTS: Not Applicable

AUDIO/VISUAL NEEDS: Not applicable