



## COORDINATING COMMITTEE

**PUR-1565  
REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS AND EXPERIENCE/  
TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR  
SCHOOL BASED MENTAL HEALTH SERVICES  
IN WASHINGTON COUNTY, MARYLAND**

**June 29, 2022**

The Board of County Commissioners (BCC) of Washington County, Maryland is requesting Combined Qualifications and Experience/Technical Proposals as well as Price Proposals from qualified human service providers to provide and implement **School Based Mental Health Services in Washington County**.

The Washington County Coordinating Committee will evaluate responses to this request and select those service providers judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience/Technical Proposals as well as Price Proposals. The format for submittals, information regarding the scope of work and the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/> for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, July 6, 2022 at 10:00 A.M., (EDT/EST)**, at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room 3000, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

One (1) original and five (5) copies of Qualification and Experience information with accompanying Technical Proposal, enclosed in a sealed opaque envelope marked "**Combined Q&E Proposal and Technical Proposal – School Based Mental Health Services**," and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – School Based Mental Health Services**" are due to the office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. The proposals are due no later than **4:00 P.M., (EDT/EST), Wednesday, July 27, 2022**. Failure to provide the above-required information for the Committee's review may result in disqualification of that applicant.

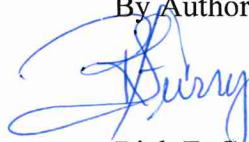
**NOTE: All Proposers must enter the County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are now controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

Washington County will make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240- 313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND

CC: Coordinating Committee



## COORDINATING COMMITTEE

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### I. INTRODUCTION

- A. The Washington County Office of Grant Management (OGM), in partnership with the Governor's Office for Children, is seeking Combined Qualification and Experience Proposals and Technical Proposals, as well as Price Proposals from qualified human service organizations to provide and implement **School Based Mental Health Services** in Washington County. The purpose of the service to be provided and of this agreement is to fulfill the requirements of the County's Community Partnership Agreement (CPA) for fiscal year 2023 with the Governor's Office for Children (GOC).
- B. All qualified organizations are hereby invited to make submittals regarding their qualifications and experience with an accompanying Technical Proposal. In addition, they are to submit Price Proposals at this time.
- C. The Contractor agrees to observe all state and federal laws and regulations as to disclosure of information and records on children, youth and families being served.
- D. The Grant will meet all provisions effective at the time the proposal is awarded. The following Scope of Work represents, but will not limit, the extent of services required.

### II. SCOPE OF WORK

The mental health needs of Washington County youth are a great concern to many mental health professionals and organizations. Suicide is listed as the third leading cause of death between ages 15-24. Several issues impacting youth's mental health include family history of suicide, family violence, family history of mental disorder, substance abuse, physical or sexual abuse, bullying, neglect, families below poverty level, firearms in homes, incarceration of family members, crime rate, teen pregnancy/births, exposure to suicidal behavior of others, such as family members, peers, or media figures. These issues are impacting the lives of Washington County youth making it difficult for them to do well in school when trying to manage these issues on their own. The overall goal of the School Based Mental Health Services program is to address mental health needs of students attending Washington County Public Schools.

**Respondent may apply to both or only one of the two options (Option A or Option B) for which they are eligible. The County reserves the right to award either Option A or Option B or both.**

**Option A** – Services will be provided at Western Heights Middle School and South Hagerstown High School and four (4) additional schools which will be determined by agreement between the service provider and Washington County Public Schools with the approval of the Local Management Board (LMB).

**Option B** - In addition to the six (6) schools included in Option A, funding is being sought to provide services at an additional four (4) schools, bringing the total number of schools served under Option A and B to ten (10) schools, which will be determined by agreement between the service provider and Washington County Public Schools with approval of the LMB.

1. School Based Mental Health Services is a program that will provide services that are expected to be short term and consist of crisis management, screening, short term therapeutic assistance and/or referral for additional services as determined necessary. This RFP requests that a Clinician be onsite a minimum of seven (7) hours per week at each school. In addition to the time allotted for the Clinician, an additional one (1) hour per week per school shall be allotted for administrative time spent coordinating/collaborating services with the Health and Wellness Center staff or School staff, for a total of eight (8) hours of services. Services will only be provided while school is in session. The provider may limit number of visits by a patient in order to accommodate all students demonstrating a need for services. The provider will provide the greatest number of service hours possible for the amount of funding available.

Clinical services will be provided concurrent with the Washington County Public School calendar year. The grant will allow for one (1) week pre-school year for administrative start time and will allow one (1) week post-school year for administrative close-out time.

2. Services will be provided at no cost to the students. However, third-party billing for off-site services shall be permitted and will be a private transaction between the patient/parent/guardian and the service provider.
3. Staff providing clinical services shall possess a Licensed Clinical Social Worker certification or greater. Experience and/or certifications pertaining to children and adolescent mental health are preferred.
4. A Memorandum of Understanding (MOU) between the service provider and Washington County Public Schools (WCPS) is required to be executed prior to the start of services. The Contractor shall obtain all necessary malpractice and liability insurances in the amounts required by WCPS and Washington County Government.

5. The Contractor shall accept referrals for services from (including but not limited to): student self-referrals, WCPS staff, School Based Health Center (SBHC) staff, outside mental healthcare providers, and parents and/or guardians. The Contractor will be responsible for the generation, maintenance and retention of medical records resulting from the services provided in accordance with HIPPA and FERPA regulations. The Contractor shall coordinate the record retention provisions with WCPS staff to ensure compliance with WCPS policies.
6. All Clinicians shall comply with criminal records background checks standards and shall affirm in writing that these checks have been conducted and the clinicians are not disqualified from performing child or adolescent care. Standards of consent for services must be obtained by the Contractor prior to the services being rendered. The standard of consent must be consistent with Local, State, and Federal Regulations. The Contractor shall communicate and cooperate with WCPS staff, OGM staff and SBHC staff in a matter that is consistent with professional standards. All standard LMB, WCPS, OGM and GOC contract conditions and reporting standards shall be adhered to as a condition of this grant award.
7. Performance measures will be provided as part of an Evaluation Contract which will be determined by the OGM Grant Manager in concurrence with the Local Management Board (LMB). Performance measures shall detail program data measures for the program. Collection of program data is the responsibility of the selected Contractor. Data measures can vary and maybe revised each fiscal year by the OGM in consultation with the Contractor with the concurrence of the LMB.

A. Parameters of the Award of Funds

1. The contract services resulting from the award of funds for School Based Mental Health Services will begin on August 1, 2022 and end June 30, 2023 with an option by the OGM to renew the awarded Contractor for up to two (2) consecutive one-year period through fiscal year 2025. The maximum award to be expected for FY 2023 Option A is \$276,560. The maximum award to be expected for FY 2023 Option B is \$120,000. The County reserves the right to award either Option A or Option B or both.
2. Renewal of this contract is at the discretion of the OGM acting on behalf of the BCC and is contingent upon the following: (1) the continual award of funds from the Governor's Office for Children (GOC), (2) the continual award of funds from the Washington County Board of Commissioners, (3) the performance of the contractor and (4) the goals/outcomes desired from GOC, OGM, LMB and WCPS.

### III. POPULATION SERVED

The School Based Mental Health Services program is specifically targeted toward meeting the needs of youth with behavioral/mental health conditions. The target populations for the program are youth attending Washington County Public Schools.

#### IV. SUBMITTAL INSTRUCTIONS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf> No proposal preparation expense will be paid by the County relative to any response to this solicitation. The Committee shall be comprised of the County's Director of Purchasing (Chairman Designee), OGM Director, OGM Grant Manager, LMB Board Chairperson or designee and LMB Community Planning and Review Committee Chairperson or designee. The County reserves the right to substitute Committee members, if necessary. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of Contractor's abilities.
- B. As a result of time constraints imposed on the Grant, the County will require interested organizations to provide concurrently 1) the Combined Qualifications and Experience (Q&E) Proposal and Technical Proposal, and 2) Price Proposal; each to be presented in separately sealed opaque envelopes. **(DO NOT INCLUDE ANY PRICE FIGURES IN THE COMBINED Q&E PROPOSAL AND TECHNICAL PROPOSAL.)**
- C. The County requires interested organizations to attach a cover page for each section submitted: 1) Combined Q&E Proposal and Technical Proposal, and 2) Price Proposal that shall include:
- Title of Proposal
  - Name of Organization Applying
  - Phone Number
  - Date
  - Name of Contact Person
  - Name of Fiscal Officer
- D. Combined Q&E Proposal and Technical Proposal

Applicants are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Applicant from further consideration, resulting in the Price Proposal being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q&E Proposal and Technical Proposal will eliminate Applicant from further consideration.

1. The Q & E Proposal portion shall include responses to the following:
  - a. Applicants must designate the Lead Agency\*, to include: the name of the Organization and Organization's Director. *\*If agencies are collaborating on the delivery of services, one must assume the role of Lead Agency. The Lead Agency shall ultimately be responsible for managing the overall fiscal and programmatic requirements as well as executing the Contract.* The Lead Agency will become the main contact to the OGM. For the purposes of this proposal, the term 'Applicant' applies to the Lead Agency.

- b. If applicable, Applicant must include a letter of commitment from each collaborating agency offering services to the program. (Specify “non-applicable” in the event that there are no collaborating agencies and the Contractor is the sole provider of program services.) *Note: A letter of commitment details the collaborating agency’s role in the provision of services, describing the exact nature of the commitment being provided. As such, it is **not** the same as a generic letter of support for the proposed services.*
- c. Applicant must provide a copy of the Lead Agency’s most recent independent and certified annual audit. If not available, please submit the most recent annual fiscal report.
- d. Applicant must delineate the names and titles of organizational staff that will be directly responsible for the programmatic and fiscal requirements contained within this proposal.
- e. Applicant must provide a listing of their Board of Directors, if applicable, and the contact information for their Board Chairperson.
- f. If the Applicant has **not** received funds from the OGM previously, Applicant must submit a list of three (3) references for which their organization has provided services of a similar nature in the past five (5) years. References must include the individual’s name, title, company name, telephone number, and contact information. A generic letter of reference does **not** meet this requirement. Washington County Government reserves the right to contact any references.
- g. Applicant must briefly detail their credentials to meet the requirements of this Request for Proposals, including any experience in providing support, guidance, advising, case management and referral services to at-risk youth.

2. The *technical portion* of the proposal shall include the following information.

Applicants are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Applicant from further consideration, resulting in the Price Proposal portion being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q & E Proposal and Technical Proposal portion will eliminate Contractor from further consideration.

- a. Delineate the program’s marketing, outreach methods and referral sources to be used to identify students in need of services.
- b. Describe the intake or enrollment procedures for program participants and identify what types of information will be collected.

- c. Provide a mental health services plan which includes but not limited to: on-site services provided, mental health record retention, prioritization of student needs, etc.
- d. Identify the qualifications and/or certifications of your organization to perform the scope of work. Identify the mental health conditions and needs of youth attending Washington County Public Schools. Data specific to Western Heights Middle School and South Hagerstown High school is preferred.
- d. Specify staff educational and/or work experience requirements (Detailed Job Description is acceptable).
- f. Describe your organizations current experience and competency to serve and support the mental health needs of Washington County's youth. Be sure to provide clinician qualifications and certifications.
- g. Describe timelines and schedules of service implementation.
- h. Describe your organizations system for collecting, maintaining and reporting service delivery information. Describe what methods or tools your organization will use to collect relevant data, consents and information from youth, Washington County Public School staff, School Based Health Center staff and parents.
- i. Describe how your organization will coordinate and provide Mental Health Services within the targeted schools. Please be sure to address the following:
  - 1) How students' need's will be prioritized.
  - 2) The number of students you expect to service per week/funding period.
  - 3) How you obtain parental consent.
  - 4) How you will refer for outside services.
  - 5) How you will handle a critical-crisis intervention situation.
  - 6) How you will collect data for reporting purposes.
  - 7) How you would evaluate your program/services.
  - 8) How you would generate and maintain medical records.Be sure to provide a proposed implementation schedule/time line (August 2022 – June 2023).
- j. Conclusions, remarks and/or supplemental information pertinent to this request.



3. The *price portion* of the proposal shall include the following information:

- b. The Applicant must complete the Proposal Form.
- c. The budget for Fiscal Year 2023 tentatively commencing August 1, 2022 and ending June 30, 2023. An award of \$276,560 is anticipated for Option A from the Governor's Office for Children for the implementation of School Based Mental Health Services. An award of \$120,000 is anticipated for Option B from the Washington County Board of Commissioners.
- d. The Contractor must provide a detailed budget and budget narrative for each budget line item requested for both Option A and Option B. Detail hourly rates charged and any projected direct administrative or operating expenses. Indirect expenses are unallowable for Option A. A maximum of five (5%) percent is allowed for indirect expenses for Option B. Billing for services outside of the scope of work is permitted. These services shall be considered a private transaction between the patient, parent or guardian and the service provider. The School Based Mental Health program may not be billed for those services.

Please allocate expenses to the following line items, where applicable, for your proposed FY 2023 budget:

- 1) Personnel Expenses (i.e.: salaries, fringe benefits, etc.)
- 2) Operating Expenses (i.e.: supplies, rental space, communications, etc.)
- 3) Printing (i.e.: advertising, publications, printing expenses)
- 4) Travel (i.e.: staff mileage)
- 5) Training (i.e.: tuitions, stipends, mileage, subsistence, etc.)
- 6) Equipment (list one line for each item)

NOTE: Certain line items, listed above, may not be applicable to every application submittal.

- e. The proposed budget may include in-kind services (in-kind is defined as services or items contributed at no cost such as volunteer or staff time, office space, equipment, etc.). Please document in-kind amounts using an in-kind column, noting estimated amounts in the pertinent line items. *In-kind contributions can be a factor in the selection process.*
- f. A narrative is REQUIRED for EACH line item in your budget request. If staff positions are partially dedicated to the budget, then indicate so by what percentage. Indicate whether positions are full or part-time and provide specifics on the number of hours worked per week and the rate per hour.
- g. Please submit: The proposal must be accompanied by a fully executed Affidavit executed by the Applicant, or in case the Applicant is a corporation, by a duly authorized representative of the corporation, on the forms provided.

- h. Conclusions, remarks and/or supplemental information pertinent to this request.

## V. PROGRAM REQUIREMENTS

### A. Data Collection

The Contractor must collect and report indicator data and program outcome information as required by the Evaluation Contract with the OGM. Data collection will be required during the duration of the program and at the end of each fiscal year. Information collected may include data on process measurements, number of students served and program specific outcome measurements. After the initial award of funds, the contractor shall agree to the terms and requirements of the Evaluation Contract, which will be developed with their input.

### B. Program Reporting

Program reporting will be required on a quarterly, semi-annual and annual basis as required by the OGM and Governor's Office for Children outlined in the OGM Evaluation Contract. Program reports must be up to date, complete and submitted on time in order to receive monthly fiscal reimbursements. All program tools/templates supplied by the OGM Grant Manager must be used unless otherwise agreed upon by both parties.

### C. Program Monitoring/Oversight

1. Contractors funded through this award must make staff, records and premises available to state representatives and the OGM for monitoring and auditing purposes during and after the funding period and must agree to comply with the GOC funding conditions as described in the Contract.
2. The central contact point for the contract is through the OGM. Direct supervision of the program is the responsibility of the OGM's designated Grant Manager.
3. Accurate time sheets shall be kept for all personnel employed under this Grant.
4. Onsite meetings may be required with the Contractor and/or program staff to proactively ensure the progress of the program. The OGM Grant Manager may review and copy any program records related to the School Based Mental Health Services Program.
5. During the term of this Contract and thereafter, Contractor shall not release any information related to the service or performance of the services under this Contract or publish any final reports or documents without the prior written approval of the OGM, except as such release is mandated by federal or state law. Any reports, data, studies, or other materials in any form generated by or created in any way from or by the use of funds provided under this Contract shall be the sole and exclusive property of the State. In addition, any advertisement or publication pertaining to or addressing the program or programs that are the subject of this Contract and any press release prepared or issued by Contractor regarding the program or programs,

shall contain an acknowledgement of the participation of the OGM and GOC. The OGM Grant Manager, in the exercise of her/his discretion, shall determine the nature and extent of such acknowledgment.

D. Program Modification

No program changes will be authorized without approval of the OGM. Properly authorized program modifications will become an addendum to the Contract. The BCC hereby designates the OGM Director to approve or disapprove any program modifications pertaining to the following:

1. Personnel positions – includes a salary reduction or increase, increase or decrease in key program employees that deviates from the Grant Budget, or a change in the Grant Director or Fiscal Director.
2. Grant Scope – includes a change that affects the Grant scope (i.e. a change in target population or services to be provided). Minor changes shall be reported on the monthly/quarterly progress reports.
3. Grant Duration – includes a change in the start and end dates of the Grant's services.

**VI. FISCAL REQUIREMENTS**

A. Overall Guidance

1. The Fiscal guidance for this grant will originate from the State of Maryland Government, the Washington County Government, and the OGM (including but not limited to the State of Maryland LMB Policies and Procedures Manual).
2. Where requested, budget clarifications must be complete before implementation of the program may occur.
3. The Contractor shall serve as the Fiscal Agent.

B. Budget

1. Contractor must provide a budget and budget narrative based on the OGM guidelines.
2. Contractor must adhere to the approved budget upon award of the grant.
3. The Contractor understands and accepts that any monies granted for specific purposes are restricted funds to be used only for program services described within the scope of the contract with the Board of County Commissioners of Washington County, Maryland (BCC).

C. Purchasing of Equipment, Materials and Supplies

Equipment in any form, generated or arising from the use of State funds provided under this contract is the sole and exclusive property of the State of Maryland, and the State retains the right to claim and dispose of any equipment, building or property which has

been purchased with funds provided by the State of Maryland within three years of the date of the termination or non-renewal or before the asset may be considered fully depreciated, using IRS Guidelines on useful lives of assets, whichever is earlier. All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years that is purchased with funds received under this Contract (“Capital Equipment”) shall be conspicuously labeled by Contractor immediately after its purchase as “Property of the State of Maryland.”

Within ten (10) calendar days of the termination or non-renewal of this Contract, Contractor shall furnish OGM with a written inventory of all Capital Equipment acquired under this Contract, per the OGM’s Inventory Control Procedures.

D. Renovation/Remodeling and Capital Grants

No funds under this contract shall be made available for renovations/remodeling or capital Grants unless specified written approval has been provided by the OGM.

E. Consultants

The use of consultants is recognized as being both necessary and appropriate. However, certain considerations are essential; these are outlined below.

1. Contractor’s Responsibility - Determination of the appropriate status of an individual is the sole responsibility of the Contractor. Claims and penalties resulting from improper designation of an employee as an independent contractor or consultant are the responsibility of the Contractor.
2. Prohibition of Dual Status – Officers, employees, and members of the Board of Directors of the Contractor cannot be paid consultants to that organization.

F. Invoice and Billing

1. Invoices shall follow the same format as the approved budget.
2. Contractor shall bill monthly for direct expenses actually incurred during the preceding month in accordance with the approved expenditures set forth in the Budget.
3. The OGM Grant Manager must receive monthly invoices by the 10<sup>th</sup> day of the month following the month for which the invoice is submitted.
4. The OGM Grant Manager may request supporting documentation for invoiced expenses at any time.
5. Unauthorized Expenditures become the liability of the Contractor. Unauthorized expenditures include but are not necessarily limited to:
  - a. those which cause total expenditures to exceed the amount of the approved budget;
  - b. unbudgeted expenditures;

- c. those which differ from the approved budgeted amount (for controlled line items only, see budget modification section);
- d. those for which the Contractor cannot provide support documentation;
- e. those that do not expressly support the scope and intent of contracted services; and
- f. those which are at variance to an explicit provision of the contract.
- g. Staff or employee leave time including but not limited to vacation, personal and sick leave will not be reimbursable under this program per GOC guidelines and policies.

G. Budget Modification

The Contractor may request a Budget Modification to reallocate the existing budget any time prior to the expiration of the contract. A modification does not affect the amount of the award but may affect the total amount available for other services. A modification signed by both parties becomes an addendum to the Contract and supersedes the original budget or any intervening supplemental budget.

1. Requirement -The Contractor must request approval in writing for a budget modification to the OGM Grant Manager for the proposed changes.
2. Approval -The OGM Director or his/her designee must approve the budget modification in writing to authorize the contemplated change. Restrictions placed upon the OGM by the grant source will have an impact upon the approval of budget modifications.
3. Format/Procedure - Budget modification requests should be submitted as soon as the Contractor is aware that a change in the fiscal situation is going to create a problem with the current budget. These modifications, at a minimum, should contain the following information:
  - a. a narrative identifying all of the changes to the previous budget,
  - b. a narrative describing any changes to the programmatic operations, if applicable, and
  - c. a revised expenditure schedule for personnel, operating, travel, contractual, equipment, and other expenses.

H. Audit

The Contractor agrees that the Board of County Commissioners of Washington County, Maryland, and/or its authorized representatives shall have access to and the right to audit all documents pertaining to the fiscal operation of programs which are subject of this Contract during the term of this Contract (including any renewal period) and for five (5) years after an audit of the OGM is completed by the State of Maryland, whichever is

later. The Contractor shall permit the OGM to make excerpts or transcripts from or photocopies of all such records, as the County or State Auditor deems appropriate.

I. Additional Fiscal Reports

Unless waived by the State of Maryland, Contractor shall have an independent financial audit of its operations performed annually during the term of this Contract and shall provide OGM with a copy of the auditor's report within fifteen (15) days after its receipt by Contractor. For any twelve-month period of July 1 through June 30 in which Contractor receives in excess of \$300,000 in State of Maryland Governor's Office for Children (GOC) Subcabinet Funds under this Contract or under this Contract or other Contracts with the BCC, the audit report shall include a separate schedule of the total funds received and expended or disbursed under this Contract or this Contract and other Contract(s), as the case may be. The BCC may require additional fiscal reports beyond those referenced herein.

**VII. REQUIREMENTS TO BE INCLUDED IN FINAL CONTRACT**

A. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

B. Amendments and Waivers

1. This Contract constitutes the entire agreement between the parties and all other communication prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement. Any amendment to this Contract must be approved in writing by both parties, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by both parties.
2. No term or conditional provision of this Contract shall be deemed waived and no breach shall be excused by the action of the parties. Any modifications to this Contract, including waiver of any conditional provision or excusing any breach in performances, shall be in writing and shall be signed by both parties. Any consent by either party to, waiver of, or excuse for any different or subsequent breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

A. Non-Discrimination of Employment

The Contractor affirms that in relation to employment and personnel practices, there shall be no discrimination because of race, age, size, religion, color, national origin, gender, marital status, physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of such employment.

B. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement. For breach or violation of this warranty, the Board of County Commissioners shall have the right to annul, revoke or rescind this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

C. Professional Liability

Contractors must show, prior to the execution of any contract resulting from this request, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts.

D. Taxpayer Identification Number and Certification (Form W-9)

Contractors must provide, prior to any payment made under the contract resulting from this request, evidence of a Taxpayer Identification Number. The appropriate documentation for meeting this requirement is a copy of the Contractor's W-9 Form (Request for Taxpayer Identification Number and Certification). Note: A blank form may be obtained at [www.irs.gov](http://www.irs.gov).

E. Non-Availability of Funding

If funding source, referenced in section I.A., fails to provide or if funds are not otherwise made available for the performance of this Contract, this Contract shall be canceled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of the Contract hereunder will be to discharge both the Contractor and Board of County Commissioners from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The Board of County Commissioners shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

F. Termination for Cause

If the Contractor fails to perform any of its obligations under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the Board of County Commissioners (BCC) may terminate the Contract upon thirty (30) days prior written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The BCC shall pay the Contractor in accordance with the terms of the Contract for work performed satisfactorily prior to termination (i.e., through the 30-day notice period). A detailed procedure will be outlined in the Contract.

G. Retention of Records

Contractor shall retain and maintain all service/program records relating to this Contract for the period required by existing policy, as amended from time to time, as determined by applicable federal, state, or local law or regulations or if no such applicable law or regulations, by Contractor's established internal policy. If there is no applicable law or regulation or established internal policy, then such records shall be retained and maintained for the period required by OGM in a written notice given to Contractor within ninety (90) days after the termination of this Contract. Notwithstanding the foregoing, if services are provided under this Contract to any person under the age of eighteen (18) years, Contractor shall retain and maintain all service/program records after termination of the Contract relating to this Contract for a period of five (5) years after the youngest recipient of services attains the age of twenty-one (21) years.

Contractor shall retain and maintain all financial records relating to this Contract for the period during which such records are subject to audit as per the State of Maryland Policies and Procedures Manual for Local Management Boards.

All records relating to the services performed under this Contract shall be the sole and exclusive property of the State of Maryland while they are retained as required by the State of Maryland Policies and Procedures Manual for Local Management Boards.

Contractor shall make all financial and service/program records relating to this Contract and the services performed pursuant to it available for inspection by the OGM and/or the State of Maryland or its authorized representatives at all reasonable times during the period of this Contract and during the period for which such records or any of them are required under this Contract to be retained.

H. Compliance with Laws

The Contractor hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term on this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

I. Liability for Lost Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor for recreating such lost data or records.

J. Subcontracting/Assignment



The Contractor may not subcontract any portion of the services provided under this Contract without prior written approval of the OGM, acting as the agent for the Board of County Commissioners.

K. Indemnification/Non-Liability

The Contractor shall save and hold harmless and indemnify the Board of County Commissioners against any liability and shall pay all judgments rendered against it for any and all loss or damages of whatever kind and nature, and for any suits, actions, or claims of any character arising from, or as a consequence of the performance of the Contractor under this Contract including, but not limited to any liability for environmental hazards or damage, deprivation of civil rights, and loss or damage to person or property. The Contractor shall indemnify, save and hold the Board of County Commissioners harmless for any legal liability resulting in whole or part from Contractor's negligence. The Contractor shall notify the Board of County Commissioners within five (5) days of any claim or suit made or filed against the Contractor regarding any matter resulting from or relating to the Contractor's obligations or performance under the Contract and, in addition to the other obligations set out in this Article, shall cooperate, assist, and consult with the Board of County Commissioners in the defense or investigation of any claim, suit, or action made or filed against the Board of County Commissioners as a result of or relating to the Contractor's performance under this Contract.

It is understood and agreed that the Board of County Commissioners, its employees, and its individual Board members shall not be liable for any acts or omissions of the Contractor, its subcontractors, agents or assignees arising out of this contract.

L. Criminal Background Investigation

The Contractor shall have on file a completed criminal background investigation for each employee, subcontractor or assignee having direct contact with children and will also be responsible for complying with Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland. In addition, it is required that criminal background investigations are obtained for volunteers working directly with children. As evidence of compliance with this requirement, the Contractor will provide written notification to the OGM certifying the name of each employee, subcontractor or assignee under the program for who completed criminal background investigations are on file.

M. Health Insurance Portability and Accountability Act (HIPAA)

1. Contractor acknowledges its duty to review 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., as the same may be amended from time to time and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as may be amended from time to time. Contractor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Health-General §4-301 et seq., as the same may be amended from time to time. This obligation includes, but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise

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

2. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

N. Independent Contractor Status

The Contractor is an independent contractor and neither the Contractor nor its employees, agents, nor representatives of Board of County Commissioners shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Contractor. From any amount due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Contractor.

O. Additional Terms

Contractor shall accept such additional terms and conditions governing its use of funds received or its performance of services under this Contract as may be imposed by GOC to conform to the requirements of federal, state, or local law.

## VIII. CONTRACT PERIOD

- A. The contract entered into pursuant to this Request for Proposals shall tentatively commence August 1, 2022 and end June 30, 2023. The OGM, on behalf of the BCC and GOC, reserves the option to renew the contract for up to two (2) consecutive fiscal years (commencing August 1<sup>st</sup> and ending June 30<sup>th</sup>) through fiscal year 2025. The maximum sum available for fiscal year 2023 Option A is \$276,560, if approved by BCC and GOC. The maximum sum available for Option B is \$120,000 if approved by the BCC. Subsequent year award amounts for Option A can vary and are determined after the County CPA is completed with the GOC. Subsequent year award amounts for Option B can vary and are determined by approval of the BCC.
- B. The Contractor shall not consider the right of the County to extend the initial contract term to constitute or imply any obligation by the County to renew the Contract.

## IX. COMPENSATION TO THE CONTRACTOR

For the aforementioned services described, the Contractor shall be compensated monthly as specified, under Section VI. F. Invoice and Billing. The attached Proposal Form must be completed and submitted in the format shown.

## **X. LIQUIDATED DAMAGES**

- A. The OGM, acting on behalf of the BCC, may withhold payments and/or deem expenditures unauthorized (in which case unauthorized expenditures become the liability of the Contractor) for any of the following reasons:
1. expenditures, which cause total to exceed the amount of the approved budget;
  2. unbudgeted expenditures;
  3. expenditures that differ from the approved budgeted amount (for controlled line items only, see budget modification section);
  4. expenditures for which the Contractor cannot provide support documentations;
  5. expenditures that do not expressively support the scope and intent of the contracted services; and
  6. expenditures that are at variance to an explicit provision of the contract.

## **XI. AFFIDAVIT**

Each Price Proposal must be accompanied by a fully executed Affidavit executed by the Applicant, or in case the Applicant is a corporation, by a duly authorized representative of the corporation, on the forms provided.

## **XII. BILLING AND PAYMENT**

Payment will be made as outlined above. Approved invoices shall be paid monthly within thirty (30) calendar days of receipt. Payment will be made for work satisfactorily completed during the calendar month prior to billing unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

## **XIII. CONTRACTOR SELECTION PROCESS**

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those organizations judged to be most qualified and experienced.
- B. It is the County's intent to open and review each applicant's Combined Q&E Proposal and Technical Proposal to determine qualifications and experience as they relate to the proposed services. If the Coordinating Committee determines that an applicant's Combined Q&E Proposal and Technical Proposal is acceptable, the envelope containing the applicant's Price Proposal will then be opened.
- C. While the lowest responsive Price Proposal will not necessarily be the basis of selection, cost of services per family will be a consideration in the selection process. The Board of County Commissioners also reserves the right to award multiple contracts.
- D. Since it is the County's desire to select the most qualified Contractor, the Coordinating Committee reserves the right to schedule oral presentations, of those organizations it deems most qualified, to take place within ten (10) business days following notification.

- E. Selection criteria to be used by the Committee are:
1. Responsiveness to the scope of work and instructions;
  2. If applicable, past performance of the organization including contract compliance, timely completion of timeline tasks, compliance with scope of work performed within budgetary limitations, timely and accurate submission of reports/invoices and participant satisfaction;
  3. Specialized experience and technical competence in providing Post-Secondary Education and Training Coordination to Teen Parent in the past five (5) years, including qualifications of staff members who will be involved in this contract;
  4. Oral presentations, if required;
  5. Organization's capacity to perform the proposed scope of work;
  6. If required, letters of reference for whom their organization has provided human services of a similar nature in the past five (5) years. References must include the individual's name, title, company name, telephone number, and contact information;
  7. Letters of commitment from each collaborating agency that detail the proposed relationship and their role; and
  8. Price proposal, budget narrative and in-kind contributions.

#### **XIV. INSURANCE REQUIRED**

- A. The successful contractor must show, prior to the execution of the Agreement and as required by the County during the term of the Agreement, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors.
- B. The successful contractor must show evidence of Professional Liability Insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate annually prior to execution of a contract.
- C. Failure to maintain such insurance shall be grounds for immediate termination of the contract.

#### **XV. PRE-PROPOSAL CONFERENCE/TELECONFERENCE**

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, July 6, 2022, at 10:00 A.M., (EDT/EST)**, at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room 3000, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference/Teleconference is not required but is strongly encouraged. It is the Contractor's responsibility to become familiar with all information necessary to prepare a proposal. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

**NOTE:** All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference/Teleconference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

## **XVI. TERMS AND CONDITIONS**

- A. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred twenty (120) calendar days; to sell to the County the services set forth in the above Scope of required services.
- B. By submitting a proposal, the Contractor agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- C. Contractors are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- D. The BCC reserves the right to request clarification of information submitted and to request additional information of one or more organizations as it may reasonably require and may require interviews.
- E. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the BCC may reject the bidder's bid."
- F. The BCC reserves the right to reject any or all proposals or to award the contract to the next recommended Contractor if the Contractor does not acknowledge acceptance of the award within fifteen (15) days after notice of award.
- G. The selected Contractor will be required to enter into a contract agreement with the BCC. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, at a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not

conform to the request for proposal and any County requirements for agreements and contracts.

- H. The Contractor shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- I. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the OGM, acting as the agent for the Board of County Commissioners.
- J. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- K. Any Contractor press releases regarding the proposed program must include reference to the OGM and GOC as the funding source(s).
- L. Political Contribution Disclosure: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- M. The Contractor shall not make available to any individual or organization reports, information, or data given to or prepared by the Contractor under this Contract without the prior written consent of the OGM.
- N. The County reserves the right to not hold discussions after award of the contract.

## **XVII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS**

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to: [purchasingquestios@washco-md.net](mailto:purchasingquestios@washco-md.net)

All necessary interpretations will be issued to all contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M., (EDT/EST), Wednesday, July 13, 2022 may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties.

## **XVIII. PROPOSALS AND AWARD SCHEDULE**

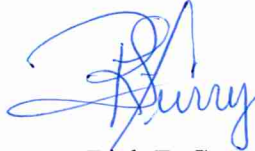
- A. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of his abilities.
- B. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- C. Proposals cannot be altered or amended after they are opened.
- D. Proposals must give the full name and address of Applicant, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- E. Technical Proposals and/or Price Proposals, which accompany any submittal that is determined to be unacceptable or non-responsive to the Coordinating Committee at any phase of the evaluation process, will be returned unopened to the Contractor.
- F. It is expected that the contract award will be made within forty-five (45) calendar days after the receipt of proposals. The contract will be awarded to the Contractor whose proposal, conforming to this request; will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in the RFP.

## **XIX. PROPOSAL DEADLINE**

One (1) original and five (5) copies of proposals of Qualifications and Experience information with accompanying Technical Proposal, enclosed in a sealed opaque envelope marked "**Combined Q & E Proposal and Technical Proposal – School Based Mental Health Services**" and one (1) original and five (5) copies of the "**Price Proposal – School Based Mental Health Services**" are due into the Office of Rick F. Curry, CPPO - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M., (EDT/EST), Wednesday, July 27, 2022.** The Washington County Coordinating Committee will evaluate the proposals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that organization.

Inquiries regarding this request should be directed to **Rick F. Curry, CPPO - Director of Purchasing** at **240-313-2330**. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

WASHINGTON COUNTY  
COORDINATING COMMITTEE

RFC/ljt

Cc: Coordinating Committee



**PUR-1564  
PROPOSAL FORM**

**SCHOOL BASED MENTAL HEALTH SERVICES  
IN WASHINGTON COUNTY, MARYLAND**

The Organization of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. \_\_\_ dated \_\_\_\_\_, No. \_\_\_ dated \_\_\_\_\_, No. \_\_\_ dated \_\_\_\_\_, at the following lump sum contract prices (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.):

**OPTION A: Year One (Fiscal Year 2023 beginning August 1, 2022 through June 30, 2023):**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

**OPTION B: Year One (Fiscal Year 2023 beginning August 1, 2022 through June 30, 2023):**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

**CONDITIONS OF THE PROPOSAL:** It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of the Request for Proposals (RFP) dated June 29, 2022 and any Addenda issued thereto and referenced above. **LIQUIDATED DAMAGES** of One Hundred Fifty (\$150.00) Dollars per calendar day will be assessed against the Contractor for failure to comply with the schedule as set forth in the RFP. Any increases in the Scope of Work authorized by the OGM Grant Manager or conditions encountered beyond the Contractor's control will be given due consideration in the event that Liquidated Damages become an issue.

**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.

Firm Name: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Employer Identification No. \_\_\_\_\_

**EXCEPTIONS** (If no exceptions are taken, state NONE): \_\_\_\_\_

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**PUR-1565  
SCHOOL BASED MENTAL HEALTH SERVICES  
IN WASHINGTON COUNTY, MARYLAND  
AFFIDAVIT**

(Must be completed, signed, and submitted with the Price Proposal.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office in the above  
(Month) (Year)  
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:** \_\_\_\_\_

**I. PURPOSE**

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. ACTION**

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.

## 2. **Comprehensive General Liability Insurance**

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.

Minimum Limits Required:

\$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 Grant.

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

**PUR-1565**  
**SCHOOL BASED MENTAL HEALTH**  
**SERVICES REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSAL CHECKLIST**

The following list is to serve as a quick checklist for proposals (please refer to the referenced sections in the Request for Proposals for complete detail for each item):

**PART 1) COMBINED QUALIFICATIONS AND EXPERIENCE (Q & E) SUBMITTAL AND TECHNICAL PROPOSAL**

***Qualifications and Experience Portion:***

- Cover Page
- Designated Lead Agency and Director
- If Applicable, Letters of Commitment from Collaborating Agencies
- Recent Audit or Recent Annual Fiscal Report
- Names and Titles of Organization Staff for Programmatic and Fiscal Requirements
- If Applicable, Listing of Board of Directors and Contact Information for Board Chair
- Listing of Three References, If Required
- Detailed Credentials

***Technical Portion:***

- Cover Page
- Program's Outreach Methods and Referral Sources For New and Past Participants
- Intake and Enrollment Procedures
- Role, Functions, and Duties of Staff Position
- Staff Educational and Work Experience Requirements
- Examples of Case Management, Guidance and Assistance
- Explain the Database System and How It Will Be Used
- Procedures for Dispersing Educational Assistance Funds
- Describe Staff Support and Supervision
- Proposed Timeline
- Conclusions, Remarks, and/or Supplemental Information

**PART 2) PRICE PORTION**

- Cover Page
- Proposal Form
- Detailed Budget In Requested Budget Lines Options A & B
- Detailed Budget Narrative For Each Line Options A & B
- Affidavit
- Supplemental Information

*Note: No submittal is required for Insurance Requirement for Independent Contractors for the RFP. It will be required later, upon award of the selected contractor.*

**GOVERNMENT WIDE  
DEBARMENT AND SUSPENSION**

**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: \_\_\_\_\_

Signature of Contractor's Authorized Official: \_\_\_\_\_

Printed Name of Contractor's Authorized Official: \_\_\_\_\_

Printed Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_