



# REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

### NOTES:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Title: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

### RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT  
 Washington County Administration Complex  
 100 West Washington Street, Third Floor, Suite 3200  
 Hagerstown, Maryland 21740

Attention: Brandi Naugle, CPPB, Buyer  
 Telephone Number: 240-313-2330

**REQUEST FOR QUOTATION  
 THIS IS NOT  
 AN ORDER**

DATE ISSUED

10/26/2023

### DESCRIPTION

**Q-23-766**

**WCDC – ADDICTIONS COUNSELOR**

*(See Attached Request for Quotation Documents)*

**QUOTATION DUE: Wednesday, November 15, 2023, no later than 3:00 P.M., (EDT/EST)** and must be time-stamped in the Purchasing Department. Opening of quotations will follow. All quoters who wish to hear a reading of the quotes shall call prior to the teleconference 240-313-2330 to receive instructions prior to the teleconference.

**QUOTATIONS TO BE ADDRESSED TO:** Washington County Purchasing Department, Attn: Brandi Naugle, CPPO, County Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "QUOTATION – (Q-23-766) "WCDC – ADDICTIONS COUNSELOR" and bearing the contractor's name and address.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions for the TOTAL LUMP SUM QUOTATION.

**NOTE: This page is to be returned with the Form of Proposal**

We quote you as above - F.O.B. \_\_\_\_\_  
 Official Signature \_\_\_\_\_  
 Name Printed \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

Acknowledge Addenda # \_\_\_\_\_ Date \_\_\_\_\_  
 # \_\_\_\_\_ Date \_\_\_\_\_, # \_\_\_\_\_ Date \_\_\_\_\_  
 Delivery/Service can be performed no later than  
 \_\_\_\_\_ calendar days from receipt of order.  
 Date \_\_\_\_\_

**WCDC – ADDICTIONS COUNSELOR  
Q-23-766**

**REQUEST FOR QUOTATION**

The Board of County Commissioners of Washington County, Maryland is requesting Request for Quotation Price Proposals from qualified behavioral health/addictions treatment agencies to provide a Maryland Certified Associate Counselor-Alcohol and Drug at the Washington County Detention Center. The Maryland Certified Associate Counselor-Alcohol and Drug (CSC-AD) shall provide the services contemplated herein with the standard of care, skill, and diligence normally provided by a counselor in the performance of services similar hereunder.

**I. INTRODUCTION:**

The Board of County Commissioners of Washington County, Maryland, herein called “the County”, requests quotes for purposes of contracting with a local behavioral health/addictions treatment agency to allocate a counselor to the Washington County Detention Center (WCDC) to serve in the capacity of a part-time (approximately 30 hours weekly) Maryland Certified Supervised Counselor-Alcohol and Drug, here in called “counselor.” The contractual counselor shall be responsible for assessing and counseling individuals who are incarcerated at the Washington County Detention Center and participants of the Day Reporting Center. The counselor will report directly to the Director of the Day Reporting Center.

Quotations are to be submitted enclosed in a sealed opaque envelope bearing the name and address of the firm submitting the quote and marked “**QUOTATION – (Q-23-763) “WCDC – ADDICTIONS COUNSELOR”**”. Quotations are to be addressed to Brandi Naugle, CPPB, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740. **Please direct all inquiries to Brandi Naugle, CPPO, County Buyer, at 240-313-2330, Fax - 240-313-2331. Facsimile or Electronic Quotes will not be accepted.** Failure to submit in this manner may result in the quotation being determined non-responsive and the quotation being rejected.

**II. QUALIFICATIONS / REQUIREMENTS:**

Treatment providers unable to provide proof of a dedicated counselor for WCDC that meets these minimum qualifications as of the due date for the quotation will not be considered. Documentation showing that the counselor meets these minimum qualifications shall be attached to its quotation response:

Education and Experience:

- A. Certified as a Maryland Certified Supervised Counselor-Alcohol and Drug (CSC-AD) (Required)
- B. Experience with incarcerated population (Preferred)
- C. Experience with assessment for Medication Assisted Treatment (MAT) (Preferred)

- D. Certified as a Maryland Certified Associate Counselor-Alcohol and Drug (CAC-AD) (Preferred)
- E. Certified as a Licensed Graduate Alcohol and Drug Counselor (LGADC) (Preferred)
- F. Certified as a Licensed Clinical Alcohol and Drug Counselor (LCADC) (Preferred)

Knowledge, Skills, and Abilities:

- A. Able to understand and follow written and oral instruction
- B. Able to conduct addictions assessments and make a recommendation for Medication Assisted Treatment
- C. Demonstrate knowledge regarding types of Medication Assisted Treatment (buprenorphine-oral and injection, Methadone, and Vivitrol)
- D. Work as a part of a multidisciplinary team including Medical Providers, Nurses, Doctors, Social Workers, Counselors, Peer Recovery Specialists, Correctional Staff, etc.
- E. Collect and report on data gathered to appropriate parties.

Special Requirements:

- A. Possession of a valid driver's license
- B. No previous felony arrests: must be able to pass Washington County Sheriff's Office background check and provide positively referenced relevant work experience

**III. DUTIES AND RESPONSIBILITIES:**

In general terms, the counselor shall provide counseling, assessment, and intervention to individuals with substance use disorders at the Washington County Detention Center and Day Reporting Center.

The following is a partial list of some of the duties and responsibilities of the counselor, but does not necessarily encompass all duties and responsibilities necessary to provide the required professional services:

- A. Upon receiving a referral from the Medical Provider at the Washington County Detention Center, complete an addictions assessment in the Detention Center with the incarcerated individual.
- B. Provide information about the various types of Medication Assisted Treatment (MAT) available to the individual while at the Detention Center and make a MAT recommendation based on the assessment completed.

- C. Work closely with other staff at the Detention Center, such as the Medical Provider, Nurse, Doctor, Social Worker, etc. to meet the needs of incarcerated individuals.
- D. Conduct weekly individual counseling sessions with each identified incarcerated individual.
- E. Identify if the individual is appropriate for transfer to the Day Reporting Center (DRC) or the Jail Substance Abuse Program (JSAP) and make the appropriate referral.
- F. Make referrals to outside community providers, as needed.
- G. Assist in following up with individuals in the community after they are released from the Detention Center to ensure they are complying with follow-up recommendations, as needed.
- H. If transferred to the Day Reporting Center, follow individual and continue to conduct counseling sessions as needed at the Day Reporting Center.
- I. Track status, progress, and outcomes of identified individuals using the appropriate tool(s) provided.
- J. Will function as a general member of the Day Reporting Center team, which includes but is not limited to observing urine drug screens, participating in interventions, attending weekly staff meeting, facilitating relapse prevention group, and performing other duties as assigned. One evening shift weekly is required to facilitate evening group.
- K. Although it is understood that counselor is an employee of an outpatient treatment agency, the counselor and the employer must understand that individuals may be referred to any local treatment agency, not solely the agency of counselor's employment. Determinations regarding agency that referral will be submitted to is based on individual's personal preference and include considerations such as wait list, transportation barriers, scheduling concerns, etc.
- L. Counselor must be available at times to be determined by Day Reporting Center Director and Washington County Detention Center Command Staff.
- M. Counselor will not be permitted to bill for services rendered. All services provided by the counselor are grant-funded.
- N. Supervision of the counselor is the sole responsibility of the treatment agency. No clinical supervision is provided within the terms of this Agreement.

#### **IV. CONFIDENTIALITY:**

It is of the utmost importance, and a prime consideration, that all records, history, and other information be held in strict confidence, and released only on a need-to-know basis and with appropriate consent/release of confidential information. Any breach of confidentiality

shall be considered an act of gross negligence thereby voiding any further contractual obligation of the County. The counselor shall comply with all federal and state rules, regulations, statutes, guidelines, and any requirements of current HIPAA or any other legislation regarding protected personal information.

**V. TERMINATION FOR CONVENIENCE:**

The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable costs associated with this contract that the counselor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the counselor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**VI. TERM OF CONTRACT:**

- A. The term of this contract is for one (1) seven-month period tentatively commencing December 1, 2023 and ending on June 30, 2024 with no option for renewal. The County reserves the right to terminate the contract at any time upon sixty (60) calendar days' written notice to the treatment Agency. As determined by the County, it will pay the Agency's/counselor's reasonable costs incurred prior to the termination. In the event of termination, the counselor may be required to provide the necessary best effort to transfer records and historical data to a superseding clinician or to Washington County.
- B. If the counselor fails to comply with the specifications, the counselor and their employer (treatment Agency) will be given fourteen (14) calendar days' notice to render satisfactory service. If at the expiration of such fourteen (14) calendar days' notice, the unsatisfactory conditions have not been corrected, Owner reserves the right to cancel the contract.
- C. The award of the contract shall commence upon a fully executed contract. The maximum award to be expected shall be \$24,000.

**VII. COMPENSATION TO THE AGENCY:**

- A. The Agency shall be compensated on a yearly basis for services based on unit prices stated on the Form of Proposal. Prices shall remain firm for the duration of the contract period. No price escalation shall be allowed. Prices quoted shall include all costs of performing the requested services. No additional charges shall be allowed or paid. The lump sum unit price fees shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.
- B. The Agency is to be paid monthly 1/7 of the annual lump sum fee. The Agency shall be compensated for services on a contract lump sum fee basis, paid in arrears in seven (7) equal monthly installments.

**VIII. INSURANCE REQUIREMENTS:**

- A. The successful Quoter must show, upon request and prior to the execution of a Contract or issuance of Purchase Orders and as required by the County, evidence of appropriate insurance as outlined in the attached Washington County Maryland's **Insurance Requirements for Independent Contractors**. Insurance coverage is required for the duration of the contract term. The quotation shall be identified on the certificate and the Board of County Commissioners of Washington County, Maryland shall be named as an additional insured. The certificate holder on the certificate shall be listed as the Board of County Commissioners of Washington County, Maryland, 100 West Washington Street, Hagerstown, Maryland.
- B. Professional Liability – The successful treatment Agency must also show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the minimum 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, unless industry standard limits are greater, then the greater limits must be evidenced.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

**IX. GENERAL REQUIREMENTS:**

- A. Licenses: The counselor shall be properly licensed to do business in the State of Maryland. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <https://egov.maryland.gov/businessexpress> and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1184 or (888) 246-5941.
- B. No files (open or closed) or historical data shall be destroyed or transferred without prior notification and approval by the County.
- C. The County reserves the right to take custody of the files and/or make copies of any information deemed appropriate.
- D. The counselor's services and contracts shall be in full compliance with all applicable federal, state and local regulations or standards, regardless of whether or not they are referred to herein.

**X. USE OF EXISTING DOCUMENTS:**

The County will cooperate to the fullest extent in making available information that currently exists in relation to these services. The County makes neither a warranty as to the accuracy of the existing information nor will the County accept any responsibility for

errors and omissions that may arise as a result of the counselor having relied upon them.

**XI. PRE-QUOTE CONFERENCE/TELECONFERENCE:**

A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, MD 21740, at **10:30 A.M., (EDT/EST) Wednesday, November 1, 2023**, at which time County personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting by teleconference shall call prior to the meeting 240-313-2330 to receive instructions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.

**NOTE: All Quoters 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 quote and/or to attend the Pre-Quotation Conference and/or the Quote Opening. 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.**

**XII. TERMS AND CONDITIONS:**

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Agency if the successful Agency does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information from one or more applicants.
- C. The Agency shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- D. No reports, information, or data given to or prepared by the Agency/counselor under the contract shall be made available to any individual or organization by the Agency/counselor without the prior written approval of the County.
- E. Agencies 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.

- F. The County reserves the right to not hold discussions after the award of the contract.
- G. By submitting a proposal, the Agency agrees that they are satisfied, as a result of its own investigations of the conditions set forth in this request, that the Agency fully understands its obligations.
- H. 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 County Commissioners may reject the bidder's bid."
- I. The Agency shall abide by and comply with the true intent of the Request for Quotation 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.
- J. **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.
- K. The selected Agency shall be required to enter into a contract agreement with the County.
- L. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.

**IX. AWARD:**

- A. The contract will be awarded to the Agency whose proposal, conforming to this request; will be the most advantageous to the County.
- B. It is expected that the contract award will be made within seven (7) calendar days after the receipt of Price Proposals from agencies that were determined to be qualified.



**X. PROPOSALS:**

- A. 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 if the proposer's name and return address are shown on the envelope.
- B. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- C. Proposals cannot be altered or amended after they are opened.

**XI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:**

Should any Quoter find discrepancies in, or omissions from the documents or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request, in writing, an interpretation from Brandi Naugle, CPPO – County Buyer, Washington County Purchasing Department, Fax: 240-313-2331; or send questions in Microsoft Word platform via-email to [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net). All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quotation as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, November 8, 2023, may not be considered.

**XII. EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County, Maryland 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 Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Quotation Opening.

**XIII. EXCEPTION:** The submission of a quotation shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the quotation.

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

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

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**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** (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.

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

**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 \_\_\_\_\_

**Q-23-766**

**WCDC – ADDICTIONS COUNSELOR**

**FORM OF PROPOSAL**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>Unit Price (Figures)</b>	<b>Total Price (Figures)</b>
1	Addictions Counselor  _____ Dollars (Written)  _____ per Cents (Written)	Month.	7	\$ _____ (Figures)	\$ _____ (Figures)
<b>TOTAL LUMP SUM (Item No. 1 above)</b>					
_____ Dollars (Written)				\$ _____	
_____ Cents (Written)				(Figures)	

REMARKS/EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Q-23-766**  
**AGREEMENT**

**BY AND BETWEEN**  
**BOARD OF COUNTY COMMISSIONERS OF**  
**WASHINGTON COUNTY, MARYLAND**

**AND**

**I. PARTIES**

This Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Washington County Detention Center** (the “WCDC”) (acting on behalf of **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland, (the “BCC”)); and \_\_\_\_\_, the outpatient treatment agency.

**Preamble**

Treatment providers unable to provide proof of a dedicated counselor for WCDC that meets these minimum qualifications as of the due date for the quotation will not be considered. Documentation showing that the counselor meets these minimum qualifications shall be attached to its quotation response:

- A. The Washington County Detention Center (WCDC) provides incarcerated individuals access to an Addictions Counselor and Peer Recovery Specialist as required by House Bill 116, Opioid Use Disorder Examinations and Treatment.
- B. The addition of an Addictions Counselor is being requested to assist with fulfilling duties required of the position.
- C. The parties to this Agreement desire to enter into a contractual arrangement involving the addictions counseling at the Washington County Detention Centers, pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties to this Agreement agree as follows:

**II. TERMS AND CONDITIONS**

**1. Treatment Agency/Addictions Counselor’s Qualifications:**

- A. The Treatment Agency shall designate a specific counselor, minimally licensed as a Maryland Certified Supervised Counselor-Alcohol and Drug (CSC-AD), to the Washington County Detention Center.
- B. Counselor must be available at times to be determined by Day Reporting Center Director and Washington County Detention Center Command Staff, approximately 30 hours weekly.

- C. The counselor and the employer must understand that individuals may be referred to any local treatment agency, not solely the agency of counselor's employment.
- D. Counselor will not be permitted to bill for services rendered. All services provided by the counselor are grant-funded.

**2. Education and Experience:**

- A. Certified as a Maryland Certified Supervised Counselor-Alcohol and Drug (CSC-AD) (Required)
- B. Experience with incarcerated population (Preferred)
- C. Experience with assessment for Medication Assisted Treatment (MAT) (Preferred)
- D. Certified as a Maryland Certified Associate Counselor-Alcohol and Drug (CAC-AD) (Preferred)
- E. Certified as a Licensed Graduate Alcohol and Drug Counselor (LGADC) (Preferred)
- F. Certified as a Licensed Clinical Alcohol and Drug Counselor (LCADC) (Preferred)

**3. Knowledge, Skills, and Abilities:**

- A. Able to understand and follow written and oral instruction
- B. Able to conduct addictions assessments and make a recommendation for Medication Assisted Treatment
- C. Demonstrate knowledge regarding types of Medication Assisted Treatment (buprenorphine-oral and injection, Methadone, and Vivitrol)
- D. Work as a part of a multidisciplinary team including Medical Providers, Nurses, Doctors, Social Workers, Counselors, Peer Recovery Specialists, Correctional Staff, etc.
- E. Collect and report on data gathered to appropriate parties.

**4. Special Requirements:**

- A. Possession of a valid driver's license
- B. No previous felony arrests; must be able to pass Washington County Sheriff's Office background check and provide positively referenced relevant work experience.

**5. Addictions Counselor:**

The Washington County Detention Center hereby engages as the contractual Treatment Agency. \_\_\_\_\_ accepts the position of contractual Treatment Agency upon the terms and conditions herein.

The Treatment Agency has been selected in the following manner:

- a. Expression of interest by a qualifying treatment agency identification of need by the WCDC;
- b. Completion of the applicable selection process; and
- c. Recommendation by the WCDC and the Director of the Washington County Sheriff's Office Day Reporting Center;

**6. Term:**

The term of this contract is for one (1) seven (7) month period tentatively commencing December 1, 2023, with no option for renewal. The County reserves the right to terminate the contract at any time upon sixty (60) calendar days' written notice to the treatment agency. As determined by the County, it will pay the agency's reasonable costs incurred prior to the termination. In the event of termination, the agency may be required to provide the necessary best effort to transfer records and historical data to a superseding counselor or to Washington County.

If the treatment agency/counselor fails to comply with the specifications, they will be given fourteen (14) calendar days' notice to render satisfactory service. If at the expiration of such fourteen (14) calendar days' notice, the unsatisfactory conditions have not been corrected, Owner reserves the right to cancel the contract.

**7. Compensation:**

The treatment agency/counselor shall be compensated for time and professional services in accordance with the following schedule:

Contractual Treatment Agency \$ \_\_\_\_\_ To be paid in seven equal monthly  
Installments of \$ \_\_\_\_\_.

The compensation provided for in this agreement is for independently-contracted professional services and may be subject to reporting as required under federal and state requirements. The treatment agency shall be solely responsible for completing the appropriate government income reporting.

The WCDC estimates that the identified counselor is to devote approximately thirty (30) hours per week to accomplish the duties identified herein.

**8. Duties & Responsibilities for the Contractual Treatment Agency/counselor:**

In general terms, the counselor shall provide counseling, assessment, and intervention to individuals with substance use disorders at the Washington County Detention Center and Day Reporting Center.

The following is a partial list of some of the duties and responsibilities of the counselor, but does not necessarily encompass all duties and responsibilities necessary to provide the required professional services:



- a. Upon receiving a referral from the Medical Provider at the Washington County Detention Center, complete an addictions assessment in the Detention Center with the incarcerated individual.
- b. Provide information about the various types of Medication Assisted Treatment (MAT) available to the individual while at the Detention Center and make a MAT recommendation based on the assessment completed.
- c. Work closely with other staff at the Detention Center, such as the Medical Provider, Nurse, Doctor, Social Worker, etc. to meet the needs of incarcerated individuals.
- d. Conduct weekly individual counseling sessions with each identified incarcerated individual.
- e. Identify if the individual is appropriate for transfer to the Day Reporting Center (DRC) or the Jail Substance Abuse Program (JSAP) and make the appropriate referral.
- f. Make referrals to outside community providers, as needed.
- g. Assist in following up with individuals in the community after they are released from the Detention Center to ensure they are complying with follow-up recommendations, as needed.
- h. If transferred to the Day Reporting Center, follow individual and continue to conduct counseling sessions as needed at the Day Reporting Center.
- i. Track status, progress, and outcomes of identified individuals using the appropriate tool(s) provided.
- j. Will function as a general member of the Day Reporting Center team, which includes but is not limited to observing urine drug screens, participating in interventions, attending weekly staff meeting, facilitating relapse prevention group, and performing other duties as assigned. One evening shift weekly is required to facilitate evening group.
- k. Although it is understood that counselor is an employee of an outpatient treatment agency, the counselor and the employer must understand that individuals may be referred to any local treatment agency, not solely the agency of counselor's employment. Determinations regarding agency that referral will be submitted to is based on individual's personal preference and include considerations such as wait list, transportation barriers, scheduling concerns, etc.
- l. Counselor must be available at times to be determined by Day Reporting Center Director and Washington County Detention Center Command Staff.
- m. Counselor will not be permitted to bill for services rendered. All services provided by the counselor are grant-funded.

- n. Supervision of the counselor is the sole responsibility of the treatment agency. No clinical supervision is provided within the terms of this Agreement.

**9. Duties & Responsibilities for the WCDC/Day Reporting Center:**

Efficient delivery of services requires a cooperative relationship by all parties involved. Representatives from the WCDC/Day Reporting Center shall respect the knowledge and accomplishments of the Treatment Agency/Counselor and cooperate to the fullest extent possible. The following duties shall be performed by the WCDC/Day Reporting Center:

- a. Provide the Counselor with necessary support and authority to perform assigned duties and responsibilities.
- b. Enable participation and seek the advice of the Counselor in all matters that impact treatment.
- c. Provide access to any trainings and/or career development opportunities necessary to appropriately fulfill identified duties and responsibilities.
- d. Coordinate with Treatment Agency regarding Counselor's performance and identify any areas for improvement.
- e. Provide suitable office space and access to required office supplies and equipment for the Counselor to conduct business, maintain files, and meet with others as needed.

**10. Termination for Convenience:**

The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable costs associated with this contract that the treatment agency/counselor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the treatment agency/counselor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**11. Insurance:**

- a. WCDC shall ensure that the Treatment Agency/Counselor is covered by appropriate and necessary insurance coverage.

**12. Leave of Absence:**

The WCDC from time to time may approve a leave of absence for the Counselor during which time it will be the responsibility of the Counselor to make provision for coverage of his or her responsibilities and duties under this agreement by another qualified counselor of the Treatment Agency. The WCDC must approve and consent to any such "cover" before the leave of absence is approved. The Counselor shall waive all rights and interest to any form of compensation during the leave of absence period.

**13. Relationship between the Parties:**

The relationship between the Treatment Agency/Counselor and the WCDC is that of an independent contractor. The Treatment Agency/Counselor will perform duties and fulfill obligations under this Agreement as a contractor. The Treatment Agency and its personnel, employees, or agents will not be considered to be employees or agents of the Washington County Detention Center, Washington County Sheriff's Office, or the Board of County Commissioners. The Treatment Agency/Counselor shall have no authority to enter into any contracts or agreements binding upon or create any obligations of the WCDC, WCSO, or the BCC.

**14. Miscellaneous:**

The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legatees, beneficiaries, personal representatives and other legal representatives, successors, assigns, and all persons claiming by or through them.

The Treatment Agency/Counselor agrees to comply with all applicable federal, State and local laws in the performance of his or her obligations hereunder.

If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions that can be given effect without the invalid or void part.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Maryland, without regard to the place of execution or ratification of this Agreement and without regard to any conflict of laws principles of the State of Maryland.

The headings appearing in the Agreement are used only as a matter of convenience or reference and do not define, limit, construe or describe or affect the terms or provisions of this Agreement.

IN WITNESS WHEREOF, The parties have caused this Agreement **Q-23-766** to be executed by affixing hereon their respective seals and signatures of the proper officers.

**APPROVED AND AGREED TO:**

**ATTEST:**

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_

BY: \_\_\_\_\_ SEAL)  
Signature

\_\_\_\_\_  
Name and Title (Printed)

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

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND**

BY: \_\_\_\_\_  
John F. Barr, President

**Recommended for Approval:**

\_\_\_\_\_  
Brian K. Albert, Sheriff,  
Washington County Sheriff's Office

**Approved as to form and legal sufficiency  
for execution by the County:**

\_\_\_\_\_  
Kirk C. Downey, County Attorney