

**Open Solicitation Plan  
For Open Solicitation #1005576  
Counseling Services for Domestic Violence Offenders and Victims**

As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Health and Human Services (DHHS) / Behavioral Health and Crisis Services is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement.

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website. Additionally, a copy of the notice will be sent to current provider under Contract #7648150013-AA, which contracts under this Open Solicitation will replace.
- (2) Application Process – The DHHS Contract Management Team (CMT) will mail out the solicitation packet for this Open Solicitation to all providers who express an interest in applying to provide the service. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions and Minimum Qualifications document for this Open Solicitation; 3) the Application with Vendor Information form; and 4) the pre-approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments. Applicants will be required to sign the Application/Vendor Information Form stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum requirements for services upon which applicants will be accepted. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the solicitation criteria.

All applicants meeting the minimum qualifications listed in the Instructions and Minimum Qualifications document of the Open Solicitation will be eligible to receive a contract to provide the services described in the Open Solicitation. These services are to be client consumer-driven in that the selected providers will be placed on the list of current contractors for the Abused Persons Program, and clients may choose a provider based on personal preference, language capabilities and/or range of services provided.

- (4) Approved Form Contract – A Pre-Approved Form Contract is included in the solicitation packet. The solicitation packet also contains a description of the requirements identified on the Pre-approved Form Contract (referred to as Scope of Services). Applicants will be required to execute a contract with the County using this Pre-Approved Form Contract, including the General Conditions of Contract Between the County and Contractor (“General Conditions”), without modification.
- (5) Cost – The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified by the Using Department. Funds will be encumbered under a contract as referrals are made/approved by DHHS. The County’s Abused Persons Program will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.

- (6) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.

## NOTICE TO VENDORS

### **Open Solicitation #1005576 Counseling Services for Domestic Violence Offenders and Victims**

Montgomery County, Maryland, through its Department of Health and Human Services (DHHS) is seeking experienced and qualified entities to provide counseling services for domestic abuse offenders as described in this Open Solicitation and, to a limited extent if funding is available in the future, to provide services to victims of domestic violence who have no insurance or financial resources to seek private care and: a) are experiencing an initial domestic violence crisis; or b) have ongoing recovery/safety issues. The intended limited use of any resulting contract(s) to provide counseling services for victims is subject to change at the County's discretion. Any expansion of services under this Contract for that purpose will occur through the issuance of a written contract amendment between the County and Contractor. The Contractor must agree to accept the rates set by the County for any expansion services.

A complete description of the Scope of Services required is listed in the Open Solicitation packet. You may obtain a packet by contacting the Contract Management Team at 240-777-1562 and requesting Open Solicitation #1005576, and providing your name or a contact name, your complete address, and your telephone number.

The County needs Counseling Services for the following categories of service. These services are needed in both English and Spanish, as required for the client population being served:

1. Offender Counseling: This includes Domestic Violence Group Counseling, and Brief Domestic Violence Group Counseling primarily for clients awaiting trial on domestic violence charges, case management, and provision of individual sessions as clinically appropriate. These services are to be provided in both English and Spanish.
2. If funding becomes available in the future, Victim Counseling: including Individual Assessment and Counseling and Case Management Services. These services are to be provided in English and Spanish.

The rates for these services under Open Solicitation #1005576 are set by the County and published at <http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>. The current County rates will be provided to potential vendors upon request of an Open Solicitation application packet. County rates are exclusive of fees collected from clients per the form Contract, Section II Scope of Services E. (3).

The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation are client-driven in that clients will choose the provider from which they wish to receive services.

Questions related to the technical information in this Open Solicitation should be directed to Supervisory Therapist, Abused Persons Program, at 240-777-4210.

Questions related to the application/contract process and insurance requirements may be directed to Phil Royston at 240-777-1333.

## INSTRUCTIONS AND MINIMUM QUALIFICATIONS

### Open Solicitation #1005576 Counseling Services for Domestic Violence Offenders and Victims

The County will enter into a contract with all applicants who meet the minimum qualifications as described in this Open Solicitation. The County will sign the contract and return a copy to the applicant. The Pre-Approved Form Contract with all Attachments, including the General Conditions of Contract Between County and Contractor will constitute the entire Contract. The applicant must sign the County's Pre-Approved Form Contract which includes the General Conditions of Contract Between County and Contractor, and other Attachments, as written with no modification.

Questions related to the technical information required in this Open Solicitation should be directed to Supervisory Therapist, Abused Persons Program at 240-777-4210.

Questions of an administrative nature (e.g. requests for applications, the contract process, or insurance) should be directed to Phil Royston at 240-777-1333.

- I. Submission Documents – The following items must be submitted with your application:
- A. A list of all individuals who will be providing services under a Contract resulting from this Open Solicitation and the service(s) that they will be providing (in accordance with the positions described below), with copies of their **licenses** and **resumes**:
- (1) Social workers/psychologists/counselors/psychiatric nurse clinical specialists to provide psycho-education /group psychotherapy, case management, and individual counseling sessions as needed. These clinicians must possess a Ph.D., MSW (preferred), or MA/MS in a human services field regulated under the Health Occupations Article of the Annotated Code of Maryland and with an independent clinical license in the state of Maryland (LCSW-C or equivalent), preferably with one year of full-time experience treating domestic violence offenders and/or victims. With the approval of the County, the contractor may use second-year clinical students or LGSW level staff as co-leaders with a fully licensed co-leader.
  - (2) A supervisor who will coordinate counseling services with the County, handle contract implementation and compliance, and provide overall supervision of personnel providing services under the contract. This staff member must possess a Ph.D., MSW, or MA/MS in a human services field regulated under the Health Occupations Article, and with an independent clinical license (LCSW-C or equivalent) and two years of experience in providing full-time direct service provision to domestic violence offenders, and two years of supervisory experience.
- B. Abuser Intervention Program Certification  
Statement signed by the Contractor that it will adhere to the THE GOVERNOR'S FAMILY VIOLENCE COUNCIL'S OPERATIONAL GUIDELINES FOR ABUSER INTERVENTION PROGRAMS IN MARYLAND in providing offender services under this contract; AND either proof that the Contractor has applied for Certification under the above guidelines or proof of current certification under the guidelines from the Governor's Office of Crime Control and Prevention, Family Violence Council.

- C. Insurance Certificate  
A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article VIII of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate. A sample Certificate is included in this packet. (Insurance Certificates that contain renewal of policy information may be faxed by your insurance broker to the attention of the Insurance Manager at FAX 240-777-4464. However, Applicants must follow up with their insurance brokers to ensure that an original insurance certificate that has been signed by the broker is forwarded to the Contract Management Team.)
- D. Vendor Signed Contract/Signature Page  
If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the County's pre-approved form contract.  
**PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ONLY ENTER A DATE IN THE SIGNATURE BLOCK.**
- E. Application Form  
Please complete the Application Form for the provision of services for the Abused Persons Program. **Applicants must check off the items shown at the bottom of the form or the application will be rejected.**
- F. If the applicant is a corporate entity, its Articles of Incorporation along with any amendments.
- G. A completed and signed copy of applicant's Internal Revenue Service (IRS) Form W-9.
- H. If applicant is a Not-for-Profit entity, its Letter of Determination from the IRS.
- I. Minority Business Program & Offeror's Representation (Attachment B of the Pre-Approved Form Contract).
- J. A Minority-Female-Disabled Person (MFD) plan or Request for Waiver (Attachment C of the Pre-Approved Form Contract).
- K. A completed Wage Requirements Certification form provided in the attached "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor" (Attachment D of the Pre-Approved Form Contract).

Please return all of the above-listed submissions to:

Montgomery County, Maryland  
Department of Health and Human Services  
Contract Management Team  
401 Hungerford Drive, Sixth Floor  
Rockville, MD 20850

II. The **minimum qualifications** for this Open Solicitation are as follows:

- A. All applicants must have the ability to provide counseling services through individuals who have current and appropriate license(s) that meet the requirements described in Section I., Submission Documents, above, issued by the State or locale where services will be provided.
- B. All applicants must have the ability to provide counseling services, in English and Spanish, for domestic abuse offenders and partner abuse victim clients (as funding allows), as required by the County. In most cases the County will perform initial screening and intake/assessment of clients; in other cases (as funding in the future allows) the County will refer clients for immediate intake by the Contractor.
- C. All Applicants must have the ability to provide counseling services in accordance with State and County guidelines, including the Governor's Family Violence Council's Operational Guidelines for Abuser Intervention Programs in Maryland, Code of Maryland Regulations (COMAR) §07.01.07 and the Maryland Network Against Domestic Violence Standards for Victim Counseling. The services provided must use standard psychodynamic, cognitive-behavioral, crisis intervention and feminist intervention techniques, stages of change theory and theory for addressing domestic violence, and must be ethnically and culturally sensitive. Intervention models must be developed by, developed with, or approved by the County.
- D. All Applicants must have the ability to provide the services at times and in a location or locations which will maximize accessibility for clients. Two separate locations in Montgomery County in Contractor facilities are preferred; however, the applicants may propose that services be provided in County-owned facilities. Evening hours are required. Some Saturday hours are preferred.
- E. All Applicants must have the ability to be available by telephone to clients in distress or in crisis during business hours and to provide follow-up to after-hours crisis calls to the Contractor or to the County's Crisis Center on the next business day.
- F. Applicant must accept the County established rates for all services described in this Open and as set forth at:  
<http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>  
County rates are exclusive of fees collected from clients per the form Contract, Section II. Scope of Services E. (3).

III. Instructions

Please complete the enclosed Application/Vendor Information Form, attach all of the above listed mandatory submissions, sign the Pre-Approved Form Contract signature page and return all of these documents to:

Department of Health & Human Services  
Contract Management Team  
401 Hungerford Drive, Sixth Floor

Rockville, Maryland 20850

If your application meets the minimum qualifications listed above, the County will execute the contract and return a copy to you.

A copy of the County's General Conditions of Contract Between the County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County Pre-Approved form contract as written, including the General Conditions, and other attachments and return it to the County for execution by the Office of Procurement. The DHHS Contract Management Team will forward a copy of the executed contract along with related materials to you. Once you receive notice from the County that the contract has been executed and receive an executed purchase order from the County containing a monetary limit for the services to be provided, you may begin to provide services to clients.

The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation are client-driven in that clients will choose the provider from which they wish to receive services.

Award of a contract under this Open Solicitation is subject to fiscal appropriations.

The County reserves the right to cancel this Open Solicitation at any time.

# ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

# SAMPLE

COMPANIES AFFORDING COVERAGE

COMPANY  
A

COMPANY  
B

COMPANY  
C

COMPANY  
D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ MED EXP (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

GENERAL LIABILITY

CERTIFICATE HOLDER

# SAMPLE

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**Application/Vendor Information Form – Open Solicitation #1005576**  
**Counseling Services for Domestic Violence Offenders and Victims (as funding in the future allows)**

Please review and complete the following information for the above-referenced service(s). **If your organization is a group practice or other incorporated entity, please provide the names and professional license number of all providers who will be providing services under this Contract along with the type of service(s) each person will be providing. A blank form is attached for this purpose.** You must notify the County if your organization's legal status changes. **In addition, please supply information about your billing contact/service below.**

Circle the service(s)\* listed below for which you are submitting this application; you may indicate ALL services or specify only those identified specific services which will be provided by you/your organization:

1. Offender Counseling: Including Domestic Violence Group Counseling, and Brief Domestic Violence Group Counseling primarily for clients awaiting trial on domestic violence charges, case management, and provision of individual sessions as clinically appropriate. Services above are to be provided in both English and Spanish.
  
2. If funding becomes available in the future, Victim Counseling: including Individual Assessment and Counseling and Case Management Services. These services are to be provided in English and Spanish.

Rates for these services can be found on the Montgomery County Government website at: <http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>  
County rates are exclusive of fees collected from clients per the form Contract, Section II. Scope of Services E. (3).

\*Circle whether you are applying as an **INDIVIDUAL**, **GROUP PRACTICE**, or **OTHER ENTITY**.

Legal Name of Firm/Individual: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Tax Identification # (TIN): \_\_\_\_\_

Name of Person or Company that handles the billing and that person's telephone number:

\_\_\_\_\_  
\_\_\_\_\_

**Open Solicitation #1005576**

THE FOLLOWING ITEMS MUST BE CHECKED OFF BY THE APPLICANT:

\_\_\_\_\_ Applicant has existing service locations that are convenient to Montgomery County clients and are within Montgomery County, Maryland.

\_\_\_\_\_ Applicant accepts the County-established rates for the service(s) that the applicant has indicated it will provide as set forth at:

<http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>

County rates are exclusive of fees collected from clients per the form Contract, Section II.  
Scope of Services E. (3).

**Open Solicitation #1005576**

OPEN SOLICITATION #1005576  
**FORM CONTRACT      CONTRACT NUMBER \_\_\_\_\_**  
Counseling Services for Domestic Violence Offenders and Victims

I. BACKGROUND/INTENT

The Montgomery County Department of Health and Human Services (“DHHS” or the “County”) Abused Persons Program (“APP”) provides counseling services for domestic abuse offenders (its “Abuser Intervention Program”) through DHHS staff and contracts, and provides counseling services for victims in Montgomery County through DHHS staff and contracts. Through this Solicitation, the County seeks an experienced and qualified entity or entities to provide counseling services to domestic abuse offenders as described in this Open Solicitation and this Contract and, to a limited extent (as funding is available in the future), to provide services to victims of domestic violence who have no insurance or financial resources to seek private care and: a) are experiencing an initial domestic violence crisis; or b) who have ongoing recovery/safety issues. Any expansion of services under this Contract will be through a written contract amendment between the County and Contractor. The Contractor agrees to accept the rates set by the County for any expansion services.

II. SCOPE OF SERVICES

A. Abuser Intervention Program

- (1) The Contractor must provide counseling services for approximately 10 to 250 partner abuse offenders at any one point in time. Voluntary and court-ordered clients will be referred to the Contractor by the County. In most cases the County will perform an assessment of clients prior to referral to the Contractor, although in some cases the County may refer a client without performing an assessment.. The Contractor must maintain the formal monitoring and communication with the courts and other referral agencies for mandated clients served under this Contract, and must collaborate with the County’s Contract Monitor regarding the status of clients. The Contractor must provide services to clients within 8 business days of referral by the County. The ability to serve clients with English and Spanish languages is required.
- (2) The Contractor must provide counseling services in accordance with State and County guidelines, including the Operational Guidelines for Abuser Intervention Programs (Governor’s Family Violence Council) <http://www.goccp.maryland.gov/victim/FVC/AIP-Final-Guidelines.pdf> and COMAR §07.01.07. These services must be ethnically and culturally sensitive, and must be offered on a flexible schedule.
- (3) The Contractor must provide the domestic violence offender counseling services described below according to models developed by, developed with, or approved by the County.
  - (a) ***Clinical intake/assessment services (including victim partner contact):*** The Contractor must complete intake assessments by following the County’s program procedures and forms which may include an automated intake system and paper forms. The intake must include completion of a biopsychosocial assessment which contains all relevant facts from relevant sources relating to the individual client’s domestic violence offenses, the degree and length of the domestic abuse problem,

## Open Solicitation #1005576

relationship history and family dynamics, appropriate victim/partner contacts, presence of mental health and/or substance use disorder symptoms or conditions and other relevant information that directly affects the client. The assessment is subject to County review and approval.

- (b) **Group counseling:** The Contractor must provide group counseling using a curriculum provided by or developed with the County. The group counseling sessions must seek to educate and increase awareness about abuse, its illegality, and effects; address family histories and patterns; examine attitudes that lead to abusive behavior, and assist clients to identify power and control issues in intimate relationships.

The Contractor must use cognitive-behavioral skill-building sessions, stages of change theory and motivational interviewing strategies to support cessation of abusive behavior and improve communication, self-care, and the development of empathy. The current group model is a 23-session series totaling 32 hours, which meets State of Maryland standards. The Contractor must have at least 8 members in a group and must limit each group counseling session to a maximum of 12 clients. Groups must be formed in an “open model” allowing for new clients to enter at any time. The Contractor will typically have two leaders providing group counseling. Group counseling is the predominant service model at this time, and must be the major type of treatment provided to clients served under this Contract. Changes to the current model or uses of different models and structures for the counseling services may be considered with the County and decided upon with the ultimate approval of the County.

- (c) The Contractor may provide one individual counseling session to address crisis management which may not be able to be addressed in the group sessions. Additional individual sessions must be pre-approved by the County.
- (d) **Short Term group counseling:** The Contractor must provide 6-week psychoeducational group counseling sessions for clients awaiting trial on domestic violence charges. This open group service must focus on coping skills and cognitive reframing, individualized crisis intervention and problem-solving attention with prepared topics for group intervention such as “time out”, healthy managing of separation and child visitation, resources and support for themselves, understanding the legal system, and stages of change and motivational interviewing strategies. This service is intended to also engage the client for standard, longer-term domestic violence counseling whether as a mandated or voluntary participant. As with standard group counseling a curriculum/model has been developed by the County and must be used by the Contractor unless an alternative is developed with the County or approved by the County.
- (e) The Contractor must provide appropriate case management services for all clients as part of its service delivery to the client. This includes but is not limited to such functions as making and facilitating referrals to needed adjunctive services, monitoring such referrals and services, and discussing fees and attendance problems in a therapeutic fashion.

## Open Solicitation #1005576

- (4) The Contractor must:
  - (a) Be available by telephone to clients in distress or in crisis during business hours and provide follow-up to after-hours crisis calls to the Contractor or to the County's Crisis Center on the next business day. The County's Crisis Center will provide crisis coverage after normal County business hours for this program. The County employee(s) providing such coverage will take notes of any interaction with clients, and will forward these notes to the Contractor immediately. The Contractor must consult with the Crisis Center to be clear about the situation and needs of the client. Counseling services must be provided to any individual in need of counseling sessions in response to any such crisis within two (2) business days of the emergency with the pre-approval of the County's Contract Monitor. Each client's counselor or another representative with access to client files must be available to respond to clients, their families, or their attorneys during regular business hours.
  - (b) Provide counseling services during evenings hours as required. Saturdays hours are preferred in location(s) to maximize client access to services.
- (5) The Contractor's supervisory and/or administrator staff must attend reasonably scheduled coordination or training meetings arranged by the County. At times, the Contractor's clinical staff may be expected to attend such meetings with the County or the Contractor must arrange for information to be shared through the agency's supervisory and informational structures.
- (6) The Contractor must inform the County of unsatisfactory termination and successful completion of counseling by a client within one business day for unsatisfactory terminations and one week for satisfactory completions. Notice will be according to the method established by the County, to include phone, fax, email, shared databases and appropriate forms.
- (7) At the request of the County, the Contractor must provide consulting services on an as-needed basis for the APP, and must provide qualified staff as approved by the County to participate in program and/or community planning efforts. As part of the required consulting services, the Contractor must share clinical experiences with APP staff, and write reports as required by the County.
- (8) At the request of the County, the Contractor must arrange for staff to attend ongoing meetings, trainings, or supervision as needed. When these are beyond the usual informational meetings or supervision provided by the Contractor to its staff or require an unusual amount of time, the County will compensate the Contractor at the agreed upon rate for additional/extraordinary meetings.

### B. Partner Abuse Victim Counseling ( if funding is available in the future)

- (1) The Contractor must provide counseling services for partner abuse victim clients, as needed by the County in the future. In some cases the County will perform an assessment of clients. In all cases however, the client will be provided with a list of Contractors resulting from this Open Solicitation to select the appropriate provider for the required service(s). The ability to serve clients with English and Spanish languages is required.

## Open Solicitation #1005576

- (2) The Contractor must provide counseling services in accordance with State and County guidelines, COMAR § 07.01.07 and the Maryland Network Against Domestic Violence Standards for Victim Counseling. These services must use standard psychodynamic, cognitive-behavioral, crisis intervention and feminist intervention techniques, stages of change theory and theory for addressing domestic violence, and must be ethnically and culturally sensitive. Intervention models must be developed by, developed with, or approved by the County.
  - (3) The Contractor's services must include: psychosocial assessment; short-term counseling and case management, including full safety planning, consciousness raising, supportive problem solving and day-to-day case management; and longer-term psychotherapy to address recovery of personal and psychological autonomy from partner abuse. Intervention techniques may include psycho-educational and support/therapy groups. The current group models for victims generally assume 26 weeks of service and use an "open" enrollment model. The Contractor must have at least 8 members in a group and must limit each group counseling session to a maximum of 12 clients, unless otherwise approved by the County. Counseling/psychotherapy services provided under this Contract is understood to require a holistic approach and as such requires the counselor/therapist to act as case manager for the client with any significant individuals or systems within which he or she must interact to assist in the client's recovery from domestic violence.
- C. Facilities/Equipment/Locations - The Contractor must provide the services referenced in this Contract in a location or locations which will maximize accessibility for clients. Two separate locations in Montgomery County, in Contractor facilities, are preferred; however, some services may be provided in County-owned facilities. When using County space for client services, the Contractor must oversee all clients and maintain facilities and equipment in good order and must repair or replace any items damaged at its own expense. The Contractor must purchase and secure all office supplies, materials, audiovisual equipment, videos, and other supplies required to provide counseling services, case record forms and office forms. For the convenience of the County, the County may request that services and/or administrative staff of the Contractor be available in County facilities.
- D. The Contractor must provide each client with the following information both in person and in writing upon the client's commencement of services with the Contractor:
- (1) Notice of Privacy Practices and Confidentiality Policy, which makes clear the ability of the Contractor to share information with the County's APP for clinical purposes in addition to administrative purpose of monitoring services provided under this Contract;
  - (2) name and phone number of his or her counselor(s) and information about regular business hour contacts and crisis coverage;
  - (3) times and locations of counseling sessions and other services if applicable;
  - (4) requirements for successful compliance, attendance, and make-up sessions, including procedures and consequences of discontinuation or termination of service, especially for mandated clients;

## Open Solicitation #1005576

- (5) for offender clients, the Contractor must provide each client's victim with the information as part of maintaining compliance with Abuser Intervention Program (AIP) guidelines unless advised otherwise by the Contract Monitor.
- (6) notice of Contractor's procedure for handling complaints and grievances, including clear identification of staff members (with contact information) within the Contractor organization for handling complaints and grievances and the County staff member responsible when these procedures do not satisfactorily resolve the grievance.
- (7) Collect fees from offenders based on fee policy information and the individual assessment of the offender's fee for services.

### E. Policies/Procedures

- (1) The Contractor, within 10 days of execution of this Contract, must meet with County representatives to plan for the Contractor's assumption of counseling services under the contract. The Contractor must follow all applicable laws and regulations for the delivery of human services and psychotherapy. In addition, the Contractor must follow "Serving Customers with Disabilities: a Guide for County Employees" (2008).
- (2) The Contractor also must develop and implement, within 90 days of Contract execution, a policy and procedure approved by the County for the orderly discharge of clients from services, including a plan for the orderly transfer and disposition of clients at time of discharge. Each discharge from service must be approved by the County. The Contractor must develop and implement a policy and procedure approved by the County for the orderly transfer or disposition of the Contractor's caseload of clients referred under the Contract upon termination of the Contract. This policy must address: the time period for the completion of the transfer or disposition of the Contractor's caseload and the plan to assure that adequate client services are continued during the transition period. The Contractor must implement the policy and procedure for caseload transfer or disposition upon written notice from the County.
- (3) Fee Collection Policy
  - (a) The Contractor must collect fees for counseling services according to the Maryland Department of Health and Mental Hygiene's (DHMH) 'Ability to Pay Schedule (s)' for victim and offender counseling services. The County will provide the current DHMH 'Ability to Pay Schedule (s)' to the Contractor before contract execution. The Contractor will retain all fees collected and will credit the County on the monthly invoice for all fees charged to clients. The County is not responsible for the failure of the Contractor to collect client fees.
  - (b) The Contractor must not deny services to clients who fail to pay fees. Client failure to pay fees should be addressed clinically with clients regularly. If a client attends a minimum of two sessions without paying fees to the Contractor, he or she should meet with the Contractor's supervisor or his/her designee to be clear about expectations and to facilitate the client's coming into compliance. If the client fails to pay fees for four sessions, the case must be referred to the County for review within one week for a determination of whether the client should be terminated from

## Open Solicitation #1005576

the program. Uncollected fees are fees for services that a client received but did not pay for; the County is not responsible for any uncollected fees.

- (c) The Contractor must make a concerted effort to collect fees according to good business practices and in keeping with the program's philosophy of personal responsibility. As the Contractor will retain all fees collected, all charges to clients must be credited to the County as an offset against the cost of services ordered.
- (d) The Contractor must keep a cumulative record of the number of clients in attendance, the total amount of payments due from those clients, and the total amount of payments actually collected.

### (4) Grievance Policy and Procedures

The Contractor must develop and implement a plan to be approved by the County to maintain an internal quality review system that includes monitoring of the customer satisfaction survey (administered at least at termination of services) and a mechanism for addressing customer complaints, resolving grievances of consumers and employees, and taking corrective action following serious incidents.

- (5) A policy and procedure to deliver services in facilities with attention to the safety of victims. Matters to be attended to are separation of victims from offenders in waiting areas and procedures to minimize the possibility of a particular victim having unwanted or unexpected contact with his/her offender. Conjoint or family meetings/sessions must be conducted in areas and facilities with proper security including presence of other staff nearby, appropriate alarm systems, etc.

### (6) Additional Contractor Staffing Requirements

The Contractor must:

1. Provide sufficient office support functions (which may include discrete staff member(s)) to receive and communicate with clients, collect fees and carry out necessary administrative support for delivering the counseling services, including assisting with reports, data, and correspondence. Office hours and clinical hours of operation must be regularly scheduled
2. Ensure that all staff possess appropriate credentials and supervision arrangements to ensure confidentiality and privileged communication and provide clinical counseling services according to Maryland law;
3. Develop and implement a policy that staff employed by the program should be violence free in their own lives in accordance with state Guidelines for Abuser Intervention Programs (AIP);
4. Develop and implement a policy that staff employed by the Contractor for this program of services must not use alcohol or drugs to an extent or in a manner that is determined to impair the individual's ability to function in a responsible, professional manner;

## Open Solicitation #1005576

5. Provide or arrange for training necessary for staff to meet the requirements to deliver the specified services and document this training;
6. Provide, upon a vacancy in the service provider/counseling staff, an appropriate replacement person having qualifications equal to or better than the qualifications of the person being replaced, at no additional cost to the County. The Contractor must provide this replacement or appropriate coverage with existing staff within two (2) weeks of occurrence of the vacancy. If the Contractor is unable to do so, it must immediately provide written notification of the situation to the County. The Contractor must also ensure that supervisory and administrative functions are provided regardless of vacancies in the supervisory/administrative staff;
7. Provide a staffing schedule which ensures appropriate availability for communication between the Contractor's supervisory, administrative and clinical staff with clients and the County.
8. The Contractor must ensure that all staff assigned to this program are trained on applicable client confidentiality regulations, policies and procedures, maintain confidentiality of health services rendered to clients and of other client health information, and comply with the requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) and state medical and psychotherapy record laws.
9. The Contractor must be certified under the Family Violence Council's Operational Guidelines for Abuser Intervention Programs <http://www.goccp.maryland.gov/victim/FVC/index.php> or have submitted an application for Certification prior to submission of an application for this contract

### III. RECORDS AND REPORTS

- A. The Contractor must maintain all client records according to the County's policy on confidentiality and in accordance with federal and state laws and regulations governing privacy and clinical psychotherapy services including COMAR §07.01.07 governing domestic violence program records. All client records must be considered the property of the County. Upon termination of client service, the Contractor must perform the following within 30 days: 1) complete all paper recording in client records, including group and individual progress notes, termination summary forms, copies of any necessary correspondence, 2) complete all automated system data entry. The Contractor must return and store properly completed and organized paper files in County space when requested to do so by the County and in accordance with County procedures.
- B. The Contractor must maintain data collection concerning the clients served, volume of service, case status, and other variables as determined by the County. This includes use of the County's APP Case Tracking System, and may include use of other databases and systems such as Medialab, AVATAR or CRS, SMART, etc. (See also III. Outcome and Performance Measures) The Contractor must submit to the County monthly statistical data reports for all clients served in the month, the services provided to each client and the fees charged to clients. The reports must be in a County-approved format (including electronic formats) and must be submitted by the **5<sup>th</sup> business day** of the following month.

## Open Solicitation #1005576

### IV. OUTCOME AND PERFORMANCE MEASURES

The Contractor must engage in data collection as directed by the County and administer a client satisfaction survey to provide information for measuring outcomes. Outcome measures include

- A. client satisfaction rate: Goal--85% will report that services were “helpful” or “very helpful” on the satisfaction survey.
- B. numbers of clients engaged and retained: Goal--60% of offender or victim clients who complete intake will attend at least one session of ongoing services and the goal is 66% of offender or victim clients assigned to ongoing services will successfully complete services.
- C. cessation of partner abuse by offenders (measured by self-report): Goal-- 80% of offenders will report not having used physical abuse in the previous 6 months on a survey at termination of services; and
- D. adequate safety planning and recovery of autonomy from partner abuse by victims (measured by Domestic Violence Safety Assessment): Goal-- 75% of victims will have progressed at least one stage of change on the Domestic Violence Safety Assessment at termination of services.

### V. QUALITY ASSURANCE

- A. The Contractor must comply with the County’s quality assurance measures which include permitting the County to conduct on-site visits, chart reviews related to this Contract, and reviews or requests for other data related to this Contract. Any site visit would be conducted at a mutually agreeable date and time. The Contractor must grant the County or State access to these records during the contract term and for five (5) years after final payment under this Contract.
- B. The Contractor must protect patient confidentiality with policies that are consistent with all applicable laws and regulations and in a manner consistent with acceptable health and human services practice.

### VI. COMPENSATION

- A. The County has established rates for providers who have applied to provide services under this Contract. The County will publish the current Rate Sheet for this Contract at <http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>. The County will pay the Contractor for each service it has applied to provide and has provided to eligible clients and as defined by the CPT codes related to the services in this Open, at the rates established by the County as published on the current Rate Sheet for this Open Solicitation, exclusive of fees charged to clients per II. Scope of Services E. (3). The Contractor is responsible for checking the website listed above at the beginning of each fiscal year (beginning July 1<sup>st</sup>) to obtain a copy of the County’s current Rate Sheet.
- B. The Contractor agrees to accept reimbursement for services under this Contract, at no more than the specified reimbursement rates set forth in the schedule described in this Section VI., Paragraph A, exclusive of fees charged to clients per Section II. Scope of Services E. (3).
- C. In accordance with the Fee Collection Policy established in Section II. Scope of Services E. (3), the Contractor must bill clients for individual and group counseling sessions using the sliding fee scale (‘Ability to Pay Schedules) established by the CountyDHMH for these services (to be provided to the Contractor before contract execution). The fee charged to the client(s) shall be

## Open Solicitation #1005576

subtracted from the contract rate for the particular service and the compensation amount payable to the Contractor by the County shall not include the amount charged to the client(s). The Contractor will retain all fees collected from clients for services performed under the Contract. The County is not responsible for the Contractor's failure to collect fees from clients.

- D. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order(s) issued to the Contractor.

### VII. INVOICES

- A. The Contractor must submit to the County monthly invoices for the hours worked for the previous month. The invoices must be in a format approved by the County and must be submitted within 15 days after the close of each billing period. Invoices must be accompanied by all reports required by the County and must contain the County's Purchase Order number and an accounting of any un-invoiced balance remaining under the Purchase Order. Invoices must be sent to the attention of the designated Contract Monitor, at the Department of Health and Human Services. Invoices not received by 30 days after the end of each fiscal year will not be paid by the County. The County will make payment to the Contractor within thirty (30) days of receipt, acceptance and approval of the Contractor's invoice that is submitted in a form and format approved by the County.
- B. The Contractor must notify the Contract Monitor and the following office in writing in advance of any change of address to ensure timely processing of payments: Montgomery County, Maryland, Department of Health and Human Services, Contract Management Team, 401 Hungerford Drive, Sixth Floor, Rockville, Maryland 20850.

### VIII. TERM

This Contract shall become effective upon signature by the County's Director, Office of Procurement, and shall be for a two-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The County shall have the option to extend this Contract for two (2) additional two-year terms. Additional two-year terms thereafter must be with the written consent of the Contractor.

### IX. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("General Conditions") (Attachment A) are incorporated by reference and made a part of this Contract. The insurance requirements listed below, supersede the insurance requirements set forth in Paragraph 21 of the General Conditions.

Prior to the execution of the contract by the County, the Contractor must obtain at its own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

**Open Solicitation #1005576**

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)* combined single limit for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least *one million dollars (\$1,000,000)* per claim and aggregate and a maximum deductible of \$25,000. Contractor/applicant agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this Contract.

**POLICY CANCELLATION**

Thirty (30) days written notice of cancellation or material change of any policy is required.

Certificate Holder

Montgomery County, Maryland  
Department of Health and Human Services/CMT  
401 Hungerford Drive, Sixth Floor  
Rockville, Maryland 20850

[SIGNATURE PAGE FOLLOWS]

**Open Solicitation #1005576**

Signature Page                      **Contact number** \_\_\_\_\_

**COUNSELING SERVICES FOR DOMESTIC ABUSE OFFENDERS AND VICTIMS**

This Contract which incorporates by reference: the Instructions and Minimum Qualifications, the completed Application/Vendor Information Form, the Notice to Vendors, the Pre-Approved Form Contract with attached General Conditions of Contract Between County and Contractor (Attachment A) and other attachments (Attachments B and C, D and E) copies of which have been provided to the Contractor, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (the "Contractor") and Montgomery County, Maryland (the "County"). This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

*Part A: Contractor's Offer to Provide Services:*

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Part B: County Acceptance:*

MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
Cherri Branson, Director  
Office of Procurement

\_\_\_\_\_  
Date

**RECOMMENDATION**

\_\_\_\_\_  
Uma S. Ahluwalia, Director  
Department of Health and Human Services

\_\_\_\_\_  
Date

This form has been approved as to form and legality by the Office of the County Attorney.

## GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

### 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

### 5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS  
 (See Paragraph #21 Under the General Conditions of Contract  
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
 Montgomery County Maryland (Contract #)  
 Office of Procurement  
 Rockville Center  
 255 Rockville Pike, Suite 180  
 Rockville, Maryland 20850-4166

\*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS  
 (See Paragraph #21 Under the General Conditions of Contract  
 Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder  
 Montgomery County Maryland (Contract #)  
 Office of Procurement  
 Rockville Center  
 255 Rockville Pike, Suite 180  
 Rockville, Maryland 20850-4166

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**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

**23. NON-CONVICTION OF BRIBERY**

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**24. NON-DISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

**25. PAYMENTS**

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

**26. PERSONAL PROPERTY**

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

**27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES**

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

**28. TERMINATION FOR DEFAULT**

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to [www.montgomerycountymd.gov/mfd](http://www.montgomerycountymd.gov/mfd)

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MONTGOMERY COUNTY, MARYLAND**  
**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR**  
**PERFORMANCE PLAN**

Contractor's

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

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

Title: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

\_\_\_\_\_  
\_\_\_\_\_

2. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN      ASIAN AMERICAN      DISABLED PERSON  
FEMALE                      HISPANIC AMERICAN      NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_  
\_\_\_\_\_

3. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN      ASIAN AMERICAN      DISABLED PERSON  
FEMALE                      HISPANIC AMERICAN      NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_  
\_\_\_\_\_

4. Certified By: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

\_\_\_\_\_  
\_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Cherri Branson, Director, Office of Procurement

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

Wage Requirements for Services Contract  
Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a

result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov) .

[Remainder of Page Intentionally Left Blank]

Contract # \_\_\_\_\_

**Wage Requirements Law Certification**

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number			Fax Number		
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County’s Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title		
Phone Number			Fax Number		
E-mail Address					

In the event that you, the “Offeror,” are awarded the contract and become a Contractor, YOU MUST MARK  or  in ALL BOXES BELOW that apply.

A. Wage Requirements Compliance

This Contractor, as a “covered employer”, will comply with the requirements under County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or WRL”). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, “Wage Requirements,” because it is:

- 1. Reserved – [Intentionally left blank].
- 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
- 3. a public entity. Section 11B-33A (b)(2).
- 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).

5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

C. Nonprofit Wage & Health Information  
 This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

D. Nonprofit’s Comparison Price(s) (if desired)  
 This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

E. Sole Proprietorship  
 Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

**Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

