

**Open Solicitation Plan
For
Open Solicitation 1024871– Weekend and Holiday Child and Adult Protective Services**

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 (HHS) / Children Youth and Families is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County.

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County (County), Office of Procurement website. Additionally, a copy of the notice will be sent to current providers under Open Solicitation #7644120180 which contracts under this Open Solicitation will replace.
- (2) Application Process – The Department of Health and Human Services (HHS) Contract Management Team (CMT) will mail out the solicitation packet for this Open Solicitation to all providers who express an interest. The solicitation packet includes the following: 1) the Notice to Vendors; 2) the Instructions; 3) the pre-approved Form Contract including the General Conditions of Contract Between County and Contractor and all other attachments. Applicants will be required to sign the Application Form (Attachment I to the pre-approved Form Contract) 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 qualifications (set forth in Article II., Minimum Qualifications of the Pre-Approved Contract) for services upon which applicants will be accepted. Applications will be reviewed by HHS staff for acceptance or rejection, based on the minimum qualifications.

All applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. Availability and scheduling of Contractor work shifts will be predetermined by the County on a rotating basis.

- (4) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between County and Contractor (“General Conditions”), and other attachments, without modification.
- (5) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered in purchase orders issued under the contracts by HHS.
- (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.

**OPEN SOLICITATION #1024871
NOTICE TO VENDORS**

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

The County's Department of Health and Human Services (HHS) is mandated to provide 24-hour, seven-day-a-week coverage for the telephone screening and the investigation of child and adult maltreatment referrals. HHS also provides crisis intervention services on a 24-hour, seven-day-a-week basis for open child welfare and adult protective services cases.

Weekend and Holiday Child and Adult Protective Services are provided in 12 or 24-hour shifts, as determined by the County. Work requirements for each shift include providing supportive and screening services by phone and conducting investigations as described below and in accordance with all local, State and Federal laws, regulations, and mandates.

The County desires to enter into a contract with qualified organizations, groups, agencies, or individuals, or some combination thereof, who can meet the Department's needs for providing weekend and holiday protective services for children and adults to include screening and investigation services for suspected child and adult abuse and neglect cases and crisis intervention services in open child welfare and adult protective services cases.

A complete description of the Scope of Services is listed in the Open Solicitation packet. You may obtain a packet by contacting the Contract Management Team at 240-777-1562, requesting Open Solicitation #1024871, and providing your name or a contact name, your complete e-mail address, and your telephone number.

The rates for the services under Open Solicitation #1024871, are set by the County and published at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

Applicants are encouraged to review all of the documents and information provided with this packet before completing and returning the Application/Vendor Information Form and approved Form Contract.

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Form Contract (Article II., Minimum Qualifications) and are found to be a responsible organization. The County will sign the contract and return a copy to the applicant. The Form Contract with all Attachments will constitute the entire Contract. The applicant must sign the County's 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 in this Open Solicitation should be directed to Teresa Blair, Contract Monitor, Child Welfare Services, at (240) 777-1713.

Questions related to the application/contract process and insurance requirements may be directed to Greg Green, Senior Contract Manager, Contract Management Team, at (240) 777-1247.

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INSTRUCTIONS TO VENDORS

I. Submission Documents: The following items must be submitted:

- A. Form Contract and Contract Attachments—the form contract must be filled out correctly and submitted. Please follow these steps:
 - 1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 - 2. **PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.**
- B. Submit all the pages of the Form Contract (not just the signature page), including the attachments listed below. The following attachments are required and must be completed if applicable or the application will be rejected:
 - a. General Conditions of Contract Between County & Contractor, (Attachment A); and,
 - b. Business Associate Agreement, (Attachment B).
 - c. “Montgomery County Child Protective Services After-Hours Procedures, Responsibilities of the After-Hours Worker” (Attachment C);
 - d. Adult Protective Services After-Hours Procedures (Attachment D);
 - e. *Optional* Attachment E, “Minority Business program & Offeror’s Representation” – this form may be filled out and submitted if applicable to the applicant’s organization.
 - f. Attachment F, “Minority, Female Disabled (MFD) Person Subcontractor Performance Plan” – Please submit your MFD plan or request a waiver.
 - g. Attachment G, “Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor”
 - h. Attachment H, Completed “Consent for Release of Information/Background Clearance Request”.
 - i. Attachment I, “Application Form/Vendor Information Form”. Please complete the Application Form/Vendor Information Form in its entirety. Applicants must check off profit or non-profit designation.
- C. Narrative – A brief outline reflecting your experience providing the service for which you are applying. Provide no more than one double spaced typewritten page.
- D. Resume – If applying as an individual, please provide a copy of your up-to-date resume. If an agency or organization is applying, please provide a copy of an up-to-date resume for each person who will be providing services under the Contract resulting from this Open Solicitation.
- E. References – The applicant must provide three (3) professional references.
- F. Certificate(s) of Insurance – that provides evidence of meeting the insurance requirements set forth in Article VII. of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
- G. Licenses – A copy of your current Maryland State license to practice social work and other required registrations, licenses and certifications for each staff member who will perform services under any

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contract awarded as a result of this Open Solicitation that are required pursuant to Code of Maryland Regulations (COMAR) §07.02.07 (Child Welfare) and §07.06.14.01 through §07.06.14.17 (Adult Protective Services).

- H. Driver's license – A copy of a current valid driver's license for any and all persons proposed to provide services under the Contract resulting from this solicitation.
- I. Financial Information – A copy of your agency's most recent audited financial statement. In the case of a sole proprietor, an applicant can submit the prior year's tax return. All applicants must submit additional data as requested by the County to help determine financial responsibility and resolve any questions concerning their financial soundness.
- J. Proof of legal name – articles of incorporation and articles of amendment if applicable or copy of Social Security card if Sole Proprietorship.
- K. W-9 Tax form
- L. Proof of tax-exempt status –(if applicable) - Determination letter from IRS
- M. In addition to the above requirements, applicants must also agree in writing to the following requirements and provide the required documentation before award of a contract under this Open Solicitation. If the applicant is a group, organization or agency, each individual designated to provide services must agree in writing to the following requirements prior to award of contract under this Open Solicitation.
 - 1. Submit written documentation of driving record from the Motor Vehicle Administration as clearance for all applicants providing services under this Open Solicitation.
 - 2. Submit signed release that permits the County's Division of Child Welfare Services to conduct clearances for applicants' criminal background history and sexual Offender's Registry for all applicants providing services under this Open Solicitation (see Attachment H).
 - 3. Participate in the process of fingerprinting and submitting of documents for a criminal background clearance to the County's Division of Child Welfare Services. If the Contractor is an individual, any offenses reported as a result of items 1, 2, and 3 will be subject to County consideration to determine whether the individual may provide services under the Contract resulting from this Open Solicitation. The County will provide direction on this requirement. If the Contractor is an agency, the agency must make a determination regarding the criminal background clearance results of its personnel (including employees, independent contractors and volunteers) and the assignment of personnel to provide services under the contract resulting from this solicitation based on the criminal background clearance results.
 - 4. If the applicant is an organization, group or agency, the application must name an administrative representative/designee experienced in providing social or mental health services to represent them fully as a liaison to the County's Department of Health and Human Services (HHS) and to be available as a liaison during HHS working hours of 8:30 to 5:00 p.m. Monday through Friday.

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II. Instructions:

- A. As directed above in Section I., please complete, attach, and send all Submission Documents to:
Montgomery County
Teresa Blair, Contracts Monitor, Child Welfare Services
1301 Piccard Drive, Fourth Floor
Rockville, Maryland 20850

If your application meets the Minimum Qualifications stated in Article II of the Form Contract, your application will be accepted and approved for consideration pending determination of responsibility and successful completion of all criminal background checks. Applicants will be required to participate in the process of fingerprinting and submitting documents for a criminal background clearance to the County's Division of Child Welfare Services by scheduled appointment. Once the criminal/background check has been successfully completed, your contract will be executed and upon receipt of a Purchase Order and following completion of County required training, you may begin to provide services to clients as directed by the County.

A copy of the County's General Conditions of Contract Between County and Contractor ("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.

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 will be assigned on a rotating basis by the County.

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.

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Form Contract # _____
WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

BACKGROUND/INTENT

Montgomery County, Maryland (the “County”), operates a Child Welfare Services (CWS) Program and an Adult Protective Services (APS) Program.

1. The CWS Program provides comprehensive services to all children, age birth to 18 years, who have been abused and/or neglected by their parent, guardian, or caretaker. The APS Program provides services to vulnerable adults who have been abused, neglected, or exploited.
2. The County’s Department of Health and Human Services (HHS) is mandated to provide 24-hour, seven-day-a-week coverage for the telephone screening and the investigation of child and adult maltreatment referrals. HHS also provides crisis intervention services on a 24-hour seven-day-a-week basis for open child welfare and adult protective services cases.
3. Weekend and Holiday Child and Adult Protective Services are provided in 12 or 24-hour shifts, as determined by the County. Work requirements for each shift include providing supportive and screening services by phone and conducting investigations as described below in this Contract and in accordance with all local, State and Federal laws, regulations, and mandates.
4. The County desires to enter into a contract with qualified organizations, groups, agencies, or individuals, or some combination thereof, who can meet the Department’s needs for providing weekend and holiday protective services for children and adults to include screening and investigation services for suspected child and adult abuse and neglect cases and crisis intervention services in open child welfare and adult protective services cases.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

- A. The Contractor must participate in a pre-service orientation and training for Child Welfare and Adult Services as established by the County prior to the Contractor providing Weekend and Holiday Child and Adult Protective Services coverage. The orientation and training will be conducted over an approximate period of two to six days, occasionally longer, depending upon the Contractor’s need as determined by the County.
- B. The Contractor must implement and adhere to all local, State and Federal laws, regulations, and mandates, including, but not limited to Standard Operating Procedures as set forth in Annotated Code of Maryland as required by Code of Maryland Regulation (COMAR) §07.02.07 (Child Protective Services) and §07.06.01 through §07.06.17 (Adult Protective Services) in addition to program guidelines and protocols as specified by the County, to provide services under this Contract. The County will provide documentation regarding County program guidelines and protocols as well as guidance at the Contractor’s orientation. The County will update these materials as needed.

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

- C. All 24-hour shifts begin on the designated day at 8:00 a.m. and extend until 8:00 a.m. the following day. The first 12-hour shift begins at 8:00 a.m. and ends at 8:00 p.m. The second 12-hour shift begins at 8:00 p.m., and ends on the following day at 8:00 a.m. The Contractor must be able to provide services as described below and in the attachments to this Contract within these shift timeframes. In addition to those services that are required during the Contractor's "on-duty" shift, the Contractor must provide other services that must be performed outside of the Contractor's "on-duty" shift. These services are described in this Contract and its attachments.
- D. If needed and approved by the County's on-call supervisor, additional paid coverage hours may be provided under exceptional circumstances. The rates for these hours are located in the rate table for this solicitation listed at :
<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
These additional paid coverage hours may include attendance at court hearings, meetings and trainings as well as extended shift coverage beyond the 24-hour and 12-hour shifts. If the Contractor is unable to provide services during a County-assigned shift, the Contractor must notify the County upon receipt of the service request.
- E. At the County's request, the Contractor must participate in trainings and selected certifications required by the County as needed to meet the requirements for the provision of services covered by this Contract. The County will not compensate the Contractor for training that is not required by the County. The Contractor and Contractor's staff providing services under this Contract are required to maintain their Social Work license and the County is not required to pay for trainings and conferences that are not required by the County but are necessary for the Contractor and the Contractor's staff providing services under this Contract to maintain their license in Social Work. For trainings required by the County, the County will determine in advance and advise the Contractor within a reasonable time in advance of the training of the County's policies and procedures regarding reimbursement for costs of the required training. The County will determine policies and procedures regarding the reimbursement of County-required trainings on a case-by-case basis.
- F. The County will provide the Contractor with the appropriate identification required to provide services and gain admission to County or other government buildings.
- G. The Contractor must provide coverage in accordance with designated shift schedules determined 3-4 weeks in advance by the County and must work collaboratively with the County to provide emergency coverage under short notice when required to do so by the County.
- H. The Contractor must be available by telephone in order to respond immediately to calls received while the Contractor is on duty. The County will provide the Contractor a cellular telephone for the Contractor's shift upon completion of the required pre-service orientation and training class. The cellular telephone must be returned to the County upon termination or expiration of the Contract term.
- I. The Contractor must screen all telephone calls made to child/adult protective services and must provide supportive services by phone as required by the situation.

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- J. The Contractor must perform on-site investigation of all emergent child/adult physical abuse, child/adult sexual abuse, and child/adult neglect situations that arise during the Contractor's shift. The Contractor must secure medical examinations of abused and neglected children/adults served during the Contractor's shift.
- K. The Contractor must provide crisis intervention services to families being investigated for child/adult maltreatment, to include placement and prevention efforts.
- L. The Contractor must immediately place a child/adult who is at risk of maltreatment in appropriate emergency foster care or shelter care settings.
- M. The Contractor must provide crisis intervention services in open child welfare and adult services cases.
- N. The Contractor must provide necessary transportation services for clients to hospitals, Crisis Centers, or emergency foster placement depending on the circumstances.
- O. The Contractor must attend court hearings, as required by the County, to testify on investigative findings and emergency placements. For these services, the Contractor will be paid at the Court Rate listed at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
- P. The Contractor must attend meetings with County staff, as needed, to provide information on investigations and clients. For these services, the Contractor will be paid at the Meeting Rate listed at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
- Q. The Contractor must participate in administrative meetings with the County, as required. For these services, the Contractor will be paid at the Meeting Rate listed at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
- R. The Contractor must adhere to the Montgomery County Child Protective Services After-Hours Procedures Responsibilities of the After-Hours Worker (Attachment C) and Adult Protective Services After-Hours Procedures (Revised December 2013 – Attachment D) which is incorporated by reference into and made a part of this Contract.
- S. The Contractor must report to the County on a continuous basis any changes in status or violations under the categories specified in the Consent For Release of Information/Background Clearance Request Form for all persons providing services under this Contract. The Contractor must submit this information to the County within 24 hours of any change or violation.
- T. The Contractor must abide by the applicable ethical and legal standards for protection of patient health information under the Health Insurance Portability and Accountability Act (HIPAA), and other laws and regulations governing the privacy of medical records and substance abuse treatment records. The Contractor must sign and comply with the County's Business Associate Agreement which is incorporated by reference into and made part of this Contract as Attachment B.

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

- U. Periodically, the County's APS program may contact the Contractor to offer opportunities to provide short term CPS and APS coverage during the regular work week; the Contractor is under no obligation to accept these opportunities. If the Contractor accepts these opportunities, the Contractor must provide the same services and meet the same reporting requirements as for weekend and holiday shifts as described in this Contract.

II. MINIMUM QUALIFICATIONS

The Contractor must possess and maintain throughout the term of the Contract the minimum qualifications listed below.

- A. The Contractor and all Contractor staff providing services under this Contract must possess or obtain a Masters degree in Social Work, have at least two years experience in providing emergency crisis intervention services, and possess or obtain a current Maryland license for Social Work prior to providing services.
- B. The Contractor and all Contractor staff providing services under this Contract must have special training and/or demonstrated knowledge in the areas of child and adult protective services and child welfare.
- C. The Contractor must have the scheduling availability and flexibility to meet the County's needs for weekend and holiday coverage.
- D. The Contractor and all Contractor staff providing services under this Contract must maintain a valid driver's license without suspension or serious moving violations, have access to an automobile, and live within a 50-mile radius of Montgomery County, Maryland.
- E. All Contractors must accept the County's fee structure. The fee is subject to revision by the County on an annual basis, consistent with the County's fiscal year (July 1 – June 30).
- F. For Contractors who utilize employees to provide the services described by this Contract, the Contractor must require all employees providing direct services under this Contract to inform them of any change to their criminal history. The Contractor must inform the County immediately of any change to an employee's criminal or Child Protective Services history.

III. REPORTS

The Contractor must complete and submit to the County all required reports, including log sheets, agency forms and other information resulting from a shift no later than 8:00 a.m. on the next business day following the Contractor's shift which must include, but not be limited to, the following:

- 1. the number of emergency and cumulative number of emergency and non-emergency telephone calls made and/or received in connection with a single or multiple cases responded to by the Contractor during the assigned shift(s); and

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2. the number of protective service incidents the Contractor responded to in-person during the assigned shift(s).

IV. COMPENSATION

- A. The County will compensate the Contractor for services rendered at a pre-determined rate listed at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. No minimum number of shifts is guaranteed to any Contractor under this Contract.
- B. The County will reimburse the Contractor for mileage expenses incurred when the Contractor is providing services under this Contract. The County will reimburse mileage at the County's mileage reimbursement rate for County employees.
- C. The Contractor must not provide any services until the County issues a written Notice-to-Proceed
- D. The Contractor must submit invoices in accordance with Article V of this Contract. No compensation will be paid to the Contractor for services in excess of the amount authorized in the Purchase Order, nor any services performed after the expiration of the Purchase Order.

V. INVOICES

The Contractor will be paid on a monthly basis upon submission of an invoice by the 15th of the month following the close of each month to the County in a format approved by the County. Invoices must be accompanied by any required reports and must contain the County's Purchase Order number on the invoice. The invoices must include all mileage expenses requested by the Contractor. For services rendered for Court appearances and meetings, the Contractor must list the name of the personnel attending the Court hearing and/or meeting and the number of hours actually spent at the Court appearance or meeting. The County will pay the Contractor within 30 days of its receipt and acceptance of the Contractor's invoice. Invoices must be submitted to a County designated Program Monitor.

VI. TERM

This Contract shall become effective upon signature by the County's Director, Office of Procurement, and shall be for an initial two-year term. Before the Contract term ends, the Director may, (but is not required to) renew this Contract for an additional term, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for two (2) years each.

VII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated by reference and made part of this Contract as Attachment A. The following insurance requirements supersede those outlined in Provision 21 of the General Conditions:

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Prior to the execution of the Contract by the County, the Contractor must obtain at their 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.

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/proposer agrees to provide a one-year discovery period under this policy.

Automobile Liability Coverage

A minimum limit of liability of **five hundred thousand dollars (\$500,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' 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

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DHHS / CMT
401 Hungerford Drive, 6th floor
Rockville, Maryland 20850

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VIII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their term:

1. This Contract Document;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. Business Associate Agreement (Attachment B);
4. Montgomery County Child Protective Services After-Hours Procedures, Responsibilities of the After-Hours Worker (Attachment C);
5. Adult Protective Services After-Hours Procedures (Revised December 2013 –Attachment D)
6. Minority Business Program & Offeror's Representation (Attachment E)
7. Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document Minority, Female Disabled (MFD) Person Subcontractor Performance Plan (Attachment F);
8. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (Attachment G);
9. Consent for Release of Information/Background Clearance Request (Attachment H); and
10. Application Form, Vendor Information Form (Attachment I)

SIGNATURE PAGE TO FOLLOW

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WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

Signature Page – Open Solicitation #1024871

This Contract, which incorporates by reference: the Instructions, the completed Application Form, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor (Attachment A), and Attachments B through I, 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.

SIGNATURE PAGE

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.

*** Must be signed by corporate officer or person legally authorized to bind organization to a contract.**

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 Attach	500	1,000	See ment

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.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between Montgomery County, Maryland (hereinafter referred to as “Covered Entity”), and _____ (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in Montgomery County Contract # _____ (the “Underlying Agreement”), pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, “HIPAA”), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate’s obligations to comply with the the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General I §§4-301 *et seq.*) (“MCMRA”) or other applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate’s performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.
2. "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean _____.
3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.
4. "Designated Record Set" is defined at 45 CFR § 164.501.
5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.
6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.
7. "Required By Law" is defined at 45 CFR § 164.103.
8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
9. "Security Incident" is defined at 45 CFR § 164.304.
10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address;

and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered

Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to

Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

4. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, the MCMRA, or other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

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

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the Maryland law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action

contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

VII. MODIFICATION; AMENDMENT. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Joy Page, Esq.
Deputy Privacy Official
Montgomery County, Maryland
401 Hungerford Drive, 7th Floor
Rockville, Maryland 20850

(240) 777-3247 (Voice)
(240) 777- 3099 (Fax)

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

D. Maryland Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Maryland, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

SIGNATURE PAGE FOLLOWS

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

MONTGOMERY COUNTY, MARYLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Montgomery County, Maryland, (the “County”) and
- _____ (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an “Incident”) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____



OFFICE OF PROCUREMENT

Isiah Leggett
County Executive

Cherri Branson
Director

MONTGOMERY COUNTY GOVERNMENT

SOLICITATION AMENDMENT #1
Open Solicitation #1024871
Weekend and Holiday Child and Adult Protective Services
June 6, 2016

PAGE 1 of 19 FOR THE PROCUREMENT OF WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

CHANGES

Change 1: Replace Attachment C and Attachment D with Revised Attachment C and Revised Attachment D (Rev. 05-06-2016, by Solicitation Amendment #1).

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY:

Cherri Branson
Director

Attachment
C

MONTGOMERY COUNTY CHILD WELFARE SERVICES
STANDARD OPERATING POLICIES AND PROCEDURES

Subject: After Hours Coverage for CWS
Policy #: 50 – 15

Effective: July 2015
Sunset: July 2019

I. PURPOSE:

The purpose of this policy is to establish procedures to ensure that reports of child abuse/ neglect can be made and received by the Montgomery County Department of Health and Human Services/ Child Welfare Services (DHHS/CWS) 24 hours a day, 7 days a week and that the agency responds to any emergencies that occur on open child welfare cases. These procedures detail how CWS responds after regular business hours, which are Monday through Friday 8:30 a.m. to 5 p.m.

II. POLICY:

It is the policy of CWS that there is a system in place for handling emergencies for Child Welfare Services' clients on open cases and for receiving and responding to CPS reports that are made when the agency is closed. (See Policy Directive SSA-CW 15-29 After Hours Policy for Adults and Child Welfare) This is to ensure continuity of services and responsiveness to safety and emergencies that may occur after hours, including being available to foster parents, kinship caregivers, or other providers who are caring for children placed in their care by the Montgomery County Juvenile Court, through DHHS/CWS.

III. PROCEDURES:

A. COVERAGE SCHEDULES, NOTIFICATION, AND CHANGES

1. Overview:

After regular business hours the CPS reporting hotline informs the public in English and Spanish that the Department is closed and gives the normal business hours of operations. The caller is told to press "1" if it is an emergency and the call is diverted to the Montgomery County Community Crisis Center which operates as an answering service after regular business hours.

All calls received on the CPS hotline by the Crisis Center are communicated to the after hours coverage social worker and the after hours coverage worker determines if the call is an emergency. The after hours coverage worker is scheduled weeknights 5:00 pm to 8:00 am and weekends/ holidays 24 hour shifts, 8:00 am to 8:00 am. The weekend/ holiday after hours worker also covers Adult Protective Services (APS). An after hours CWS supervisor is available to the after hours social worker or the Crisis Center and is scheduled for a week Mondays through Sundays. An APS supervisor is available to cover

APS calls for weekends/ holidays, which are Saturday 8:00 am through Monday 8:00 am and holidays if applicable.

Communications are by cell phones, and cell phone numbers are published as part of the coverage schedule updated each month, for the after hours social workers, supervisor and Crisis Center.

2. Weeknight Social Workers:

The weeknight coverage social worker is on cell phone and works from home between 5:00 pm to 8:00 am. Schedules are completed on a monthly basis by the after hours coordinating supervisor and the after hours scheduler. All after hours workers receive a confirmation of the coverage schedule

3. Weekend / Holiday Coverage Social Workers:

The weekend/holiday coverage social worker is on cell and works from home between 8:00 a.m. to 8:00 am. In order to meet administrative and budgetary compliance, changes in schedules are approved only under extraordinary situations and will only be made by the after hours coordinating supervisor.

4. Changes prior to assigned work day:

- The after hours worker is responsible for finding coverage for their assigned shift.
- The after hours worker notifies the after hours coordinating supervisor of any individual changes.
- The after hours coordinating supervisor assures that an updated calendar is sent to the after hours coverage supervisor and the Crisis Center.

5. Changes on assigned work day:

- **Unexpected Emergencies:** When the after hours worker is unable to complete his/her scheduled shift due to an unexpected emergency, the worker contacts the CWS after hours coverage supervisor immediately.
- The after hours coverage supervisor informs the Crisis Center about the coverage situation and makes an interim plan while contacting other after hours workers to secure emergency coverage.
- When this situation arises on weekends/holidays, the after hours CWS coverage supervisor contacts the APS coverage supervisor to determine if a contractual worker is available. The two supervisors first exhaust the availability of the contractual workers prior to contacting after hours agency staff for their respective service areas.
- In the event that agency staff agree to cover a weekend/ holiday, the following apply:
 - The agency staff is only responsible for CPS calls.

- o The responsibilities of the agency staff are the same as outlined in this SOPP.
- o Compensation is the same as week-night coverage.
- o Compensation when emergency back-up is requested, begins when the after hours coverage supervisor finalizes the coverage period.
- o The after hours coverage supervisor informs the after hours coordinating supervisor on the next working day of the situation.

6. Communication by Cell Phone:

In order to minimize confusion and ensure consistency:

- The after hours worker and after hours coverage supervisor keep their cell phones on at all coverage times.
- The Crisis Center contacts the after hours worker on his/her cell phone and allows 45 minutes for response time. If there has been no response after 45 minutes, the Crisis Center calls the after hours coverage supervisor.
- The after hours coverage worker informs the Crisis Center and the after hours coverage supervisor he/she is unavailable because he/she is responding to a case.
- The after hours supervisor is responsible for accepting calls from the Crisis Center until the after hours worker informs the supervisor and the Crisis Center that he/she is available.
- If the after hours coverage worker or supervisor need to be contacted on a number other than their cell phone number, they inform the Crisis Center and each other.
- The Crisis Center ensures that any changes made by either the after hours worker or after hours supervisor is communicated to staff covering the after hours hot-line.

B. SCREENING PROCEDURES

1. Emergency Calls:

An emergency situation exists when there is:

- A child fatality
- A child in imminent danger
- The Police ask for CWS assistance and intervention is appropriate.
- A child is seriously abused or neglected, and may be hospitalized. Investigation is initiated even though the child is "safe" in the hospital. Other children in the home are seen to make a safety assessment.
- New allegations on open cases
- Another jurisdiction requests assistance and intervention is appropriate.
- Calls on a Safe Haven Program baby (see Policy Directive 12-21)
- Calls on Human Sex Trafficking victim (s) (see Policy Directive 14-15)

- In all these abovementioned situations, the after hours coverage social worker consults with the after hours coverage supervisor and documents the direction given by the supervisor on the contact sheet.

2. Screening the Calls:

- The after hours coverage worker documents all calls on a 743 screening form and sends the form to the Screening Unit no later than 8:30 am the next business day.
- The after hours worker informs the caller that the information will be given to day staff and does not commit to the action that will be taken by day staff.
- The after hours worker gives the screening telephone number to the caller for follow-up.
- License Plate Referral calls cannot be responded to when the identifying information is limited to simply a license plate, and these calls are referred to the non-emergency police at 301-279-8000. The after hours social worker completes an Information and Referral form.

In the Screening Report/743 the after hours coverage social worker:

- Documents which information was received from the Crisis Center and which information was received from the reporter; including reason for the call in the first sentence of the 743 form.
- Determines the role/relationship of the reporter and refers to the caller as Reporting Source (RS) to protect the confidentiality of the caller.
- Determines if the reporter has first hand knowledge and how the information is known to reporter.
- Inquires and obtains all demographic information to complete the 743 form (correct address, spelling of names, ages/d.o.b., race/ethnic background, schools/day care, etc.).
- Determines if the child has special needs and medical problems.
- Determines any language barriers, the language and the need an interpreter.

In the Contact Notes/Sheets the after hours coverage social worker:

- Documents all individuals with whom the worker spoke and details names, addresses and phone numbers.
- Documents pertinent information/disposition of what was/was not done and why.
- Documents the assessment of risk factors - danger to child, danger to worker
- Documents pertinent recommendations for follow-up.

- Documents that the reporter has been informed that the CWS day staff will determine what final action CWS will take in regards to the referral.
- Provides the Screening telephone number to the reporter for needed follow up the next business day.
- Documents exactly what the caller was told.
- If unable to contact reporter, documents efforts to do so (i.e., date, time and message, when appropriate).
- **Acknowledgement letter (COMAR Section 07.02.07.05(D):** The after hours social worker determines whether the caller wants to receive the letter and documents if the caller declines the letter. If the caller wants an acknowledgement letter, the worker obtains the postal mailing address (department, suite #, apartment #).
- The weeknight coverage worker with access to MD CHESSIE documents efforts to access MD CHESSIE to obtain clearances on all family members.
- The after hours worker documents when the alleged maltreater does not live in the home and/or when there is an out-of-home maltreatment investigation such as the maltreater is an employee of a day care home or center, group home, residential facility, hospital, etc. The name, address and telephone number of the alleged out of home maltreater are included in caller's allegations. The parent/guardian becomes the case head in out-of-home maltreatment referrals.

In calls on Open Cases the after hours coverage social worker:

- Writes up all information/discussion on the 743 screening form.
- Contacts the caller by telephone according to usual procedures.
- For foster care problems, offers advice/assistance as needed.
- Makes a notation of the name of the agency social worker who has the case.
- Does **not** contact the social worker who has the case unless it is an extreme emergency and the after hours coverage social worker has consulted with the after hours coverage supervisor who has given permission.

C. INVESTIGATION PROCEDURES

1. Initiating the Investigation:

The after hours social worker initiates the investigation and safety assessment within the mandated time-frames (24 hrs for abuse and 5 days for neglect. The social worker responds immediately if imminent harm or risk of harm is present). The social worker interviews the victim and sees the siblings of the alleged victim, other children in the

household and other potential victims within the stated mandated time-frames to assess for safety.

2. Factors to consider when deciding that an immediate investigation is necessary:

- There is imminent risk of harm to the child
- The Montgomery County Police are responding and requesting CPS involvement
- A child is either at the hospital or hospitalized because of an injury and is at risk of being discharged to an abusive or unsafe environment.
- Calls on sexual abuse, safe haven babies, human trafficking cases
- Requests from other jurisdictions
- Calls on open CWS cases

3. Factors to consider when an immediate investigation may not be possible:

- The child may not be available
- It may not be in the child's best interest at the time, e.g., neutral setting, age of child and time of night
- If there are several cases to investigate at the same time, the after hours social worker prioritizes based on these factors and considers whether the maltreater is out of the home and non-offender is willing to protect.
- The after hours social worker consults the after hours supervisor when making decisions.

4. Sexual Abuse Cases:

- A social worker from the sexual abuse team covers weeknights until 8 pm.
- After 8 pm the after hours social worker calls the Special Victims' Investigation Unit (SVID) and notifies them of the report.
- The role of the after hours worker is to obtain sufficient information to ensure the safety of the child (using the Safe-C form).
- The forensic interview is conducted by the sexual abuse team social worker, or the forensic interviewer from the Tree House Child Assessment Center, and SVID when the Department re-opens for regular operation hours.
- Should the detective on call decide to initiate an immediate forensic interview, the after hours social worker conducts the forensic interview if the worker has had ChildFirst Training. If the worker has no training in ChildFirst, the detective is the lead interviewer and the after hours social worker takes notes. If the SVID detective declines to interview the child, the after hours social worker consults with the after hours supervisor and then assesses the safety of the child and all children in the home.
- The after hours social worker contacts the after hours supervisor if questions arise.

5. Child Fatality and Critical Incident Cases:

- When a child's death is reported, the after hours social worker contacts the Homicide and Sex Division of the police through the non emergency police number, 301-279-8000, in order to coordinate the investigation.
- The after hours social worker follows the Policy Directive for fatality and critical incidents.
- The after hours social worker notifies the after hours supervisor of the fatality/critical incident
- The after hours supervisor notifies the Child Welfare Services Director and the Assessment Administrator of the fatality/critical incident

6. Domestic Violence Cases:

- The after hours social worker follows the Intimate Partner Violence and Lethality Assessment Policy Directive 14-14.

7. Human Sex Trafficking Cases:

- The after hours social worker follows the Policy Directive 14-15

8. Unattended Children Cases:

- When there are wandering or unattended children in the community, the after hours social worker works collaboratively with Montgomery County Police to secure the immediate safety of the child(ren)
- The after hours social worker contacts or make every effort to contact the parents/caregivers.
- The situation is assessed to determine whether the child can be returned safely to the family or whether an alternative placement is necessary.
- The after hours social worker consults with the after hours supervisor.
- The supervisor has the discretion to contact the Administrator or the CWS Director.

9. Runaways:

- The after hours social worker determines whether or not the alleged runaway child is under the jurisdiction of Montgomery County CWS or another jurisdiction.
- In most cases, runaways are the responsibility of the Department of Juvenile Services (DJS) and not CWS.
- If the after hours social worker is told that a child is a reported runaway, and there are no allegations of child maltreatment, the police are asked to handle the runaway situation with a referral to DJS.
- Runaways on open CWS cases are the responsibility of the Department and require appropriate action. (see Policy Directive 14-05)

- The after hours social worker may remind the police that parents should not be allowed to refuse to take the child back into the home. The parents need to make a plan for the child.

10. Documentation:

The after hours social worker initiates an investigation using the appropriate forms and documentation:

- **Blue Contact Sheets** (*separate one for each person to document all interviews*);
- **Safe-C and, if needed, Safety Plan** The after hours supervisor approves any safety plan made by the after hours worker and this approval is noted on the safety plan.
- **State and County Parents' Guides** These are given to the parent/caregiver and the signed receipt is obtained and attached to the Screening Report. The after hours social worker documents any refusal to sign or accept guides.
- The social worker gives the parent/caregiver a copy of the **Shelter Authorization** (if needed) and retains a copy for the record.

11. When "rolling" to the next shift, the after hours social worker considers the following:

- The mandated response time
- The capacity of the next shift to manage the "rolled investigation" and accept new investigations
- The after hours social worker obtains approval from the after hours supervisor to 'roll' a case to the next shift.
- The after hours supervisor makes the decision to either investigate or "roll" to the next shift and approves work beyond the assigned shift.
- The social worker notifies the next shift worker about the situation and provides detailed written information about the status of the case and recommended next steps.

D. CONTACTING THE AFTER HOURS COVERAGE SUPERVISOR

The after hours supervisor is called for the following reasons:

1. When assistance is needed to determine if an investigation is warranted and/or whether there is an emergency situation
2. When there is a fatality or critical incident (See Child Fatality Policy Directive 10-5)
3. To obtain permission to place a child (Shelter Authorization);
4. When parents do not want a child placed with a relative that the after hours social worker has deemed appropriate and there are no Department approved resources available (facilities and or foster homes)
5. To obtain approval for the proposed Safety Plan/Safe-C

6. To obtain permission to call the assigned agency social worker at home on open cases
7. To obtain permission to "roll-over" a situation to the next shift
8. To consult on a complex situation
9. When there is a referral that may be sensitive and/or potentially become a high profile case
10. When there is a disagreement with SVID or Takoma Park Police regarding a joint investigation or a request by another jurisdiction or professional
11. To obtain approval for overtime
12. To consult about coordination/ issues with the Crisis Center.

E. POLICE INVOLVEMENT

1. SVID and/or the Takoma Park Police are called on all sexual abuse cases, and physical abuse cases when there has been a serious injury.
2. SVID and/or the Takoma Park Police make the decision as to whether they are able to participate in the joint investigation.
3. When uniformed police are involved in a case, and the after hours social worker disagrees with the direction or needs clarification regarding police procedures, the after hours social worker requests assistance from the uniform's sergeant or the SVID on-call detective/supervisor or the on-call Takoma Park Police, when appropriate.
4. The SVID is contacted at 240-773-5400 until 11pm on weeknights. After 11 pm the non-emergency police number, 301-279-8000, is called and the after hours social worker asks for the police covering SVID. If the situation occurred in Takoma Park the after hours worker calls the Takoma Park Police at 301-270-1100.

F. JURISDICTIONAL ISSUES

1. The decision about jurisdiction is made by the after hours social worker and not the Crisis Center.
2. Per State guidelines for investigating CPS referrals, the jurisdiction where the maltreatment occurred initiates the investigation. If the after hours social worker receives a case where the incident occurred in Montgomery County, but the child/family lives in another jurisdiction, several scenarios should be considered:
 - If the Montgomery County Police/SVID or the Takoma Park Police are involved, the after hours social worker may ask the family to come to Montgomery County, if they are able
 - The police and the social worker may go to the jurisdiction where the family lives

- The after hours social worker contacts the jurisdiction where the child is to ensure that a police officer or a child welfare professional sees the child and assesses safety if possible
 - The after hours social worker provides the 24 hour CWS telephone number and fax number to the jurisdiction.
3. The Screening Unit follows up on jurisdictional responsibilities the next business day.

G. PLACEMENTS

1. The after hours social worker consults with the after hours supervisor for placement authorization.
2. The after hours worker uses the Emergency Foster Parent list for the current coverage week.
3. Placements can only be made to a licensed facility or licensed foster home unless there is a responsible relative that has been assessed as being an appropriate caregiver (following the kinship guidelines).
4. The after hours social worker seeks permission from the parent when placing with a relative. If the parent disagrees with the placement option, but both the after hours social worker and the after hours supervisor believe it is an appropriate placement resource, the children are placed with that relative.
5. If a child or "friend" is seeking CWS permission for the child to go to or to stay with the "friend", they are told that such approval cannot be given and further, the after hours social worker notifies the parent of the child's whereabouts. This is the case even if the friend or friend's parent is an approved foster parent.
6. The after hours social worker makes every effort to meet the child at the placement provider's residence and assesses the condition of the child and the home/facility (Safe C OHP/Group Safe-C). If unable to do this immediately, because of time of night or logistical constraints (and with the supervisor's approval), the after hours social worker speaks to the placement provider to verify that the child has arrived and obtains preliminary information about the child's condition.
7. When a child is placed out of home, the after hours social worker advises the parents to call the CWS office (240-777-4417) by 9:30 a.m. the next working day. The assigned supervisor will talk to them at that time. If they cannot call, they are directed to come to the Piccard Office (1301 Piccard Drive, 4th floor reception area) by 9:30 a.m. to talk to the supervisor assigned to the case.

H. CHILD WELFARE ALERTS

1. When an agency social worker anticipates that an emergency may occur after regular business hours on an open case, the social worker submits an Alert Form that outlines the situation and a plan of action for the after hours social worker. This includes runaways on open cases, placements of children at risk and other emergent situations.

2. Alerts are password protected and sent to the After Hours Coordinating Supervisor, the Screening Supervisor and the lead social worker of the Screening Unit by 4 p.m.
3. If an Alert occurs after 4 p.m., it is the responsibility of the agency social worker to notify by telephone both the after hours coverage social worker and the after hours coverage supervisor about the Alert and action needed to be taken.
4. When an agency social worker prepares an Alert Form and anticipates the need for a placement resource, the social worker requests the placement resource from the Family Centered Practice Unit by 3 pm or as soon as the possibility of a placement is needed/considered.
5. Alerts are valid for one week. If Alerts still need to be in effect the following week, the Alert is resubmitted via email or fax by 4 p.m. each Monday.
6. The agency social worker submitting an Alert delineates a clear, concise action plan for the child on the Alert Form found on the shared drive.
7. The role of the after hours social worker is to implement the plan that the agency social worker has established for the child.
8. For any calls on open cases, when there is no Alert with an action plan, the after hours social worker consults with the after hours supervisor for direction, if needed. The after hours social worker makes every effort to resolve the situation, but if unsuccessful, the agency social worker/supervisor may be contacted.
9. All Alerts that have a potential of placement include an identified placement resource, including runaways and welfare checks. A plan of having a child hospitalized with no other back-up plan is not acceptable. The after hours worker must know what to do if the child is not hospitalized.

I. SUBMISSION OF AFTER HOURS MATERIALS

1. Screening reports are typed and submitted on a 743 form.
2. All after-hours reports and pertinent documents (including hand written notes, safety plans, phone numbers, demographics, screening and service log sheets) are submitted to 1301 Piccard Drive, 3rd floor, Screening Unit, by 8:00 a.m. the next working day. Original reports and documents are dropped off or mailed by the contract workers within three days, even if the documents have been faxed or emailed.
3. The Extended Hours Service Log sheet is e-mailed to the administrative assistant for After Hours by the next business day.
4. The after hours social worker adheres to confidentiality when:
 - Faxing reports (240-777-4258) A cover page with a confidential disclaimer is used. The number of referrals and the total number of pages faxed are noted. The after hours social worker calls the Screening Unit at 240-777-4417 to verify that the report is received.
 - Original materials dropped off at the Piccard office after business hours are placed in the designated secure location in the Screening Unit.
 - Reports and documents sent to Screening are password protected.

J. PROVIDING FEEDBACK ON AFTER HOURS ISSUES

To promote constructive and positive input from staff involved in after hours functions, the after hours social worker and the after hours supervisor send an email of any concerns or kudos to the after hours Coordinating Supervisor or the Screening Supervisor. These supervisors complete feedback forms and provide the information to the appropriate staff.

K. INTERNET RESOURCES

The after hours social worker obtains information regarding adults identified in screening and investigation reports, by using **Maryland Case Search** to research criminal and civil court activities on families and the **Maryland Sex Offender's Registry** to determine if the adult is a registered sex offender.

IV. RESPONSIBILITY:

All CWS staff and contractors are responsible for following this policy. Supervisors ensure that staff follows this policy.

V. REFERENCES:

COA PA-CPS 4.01

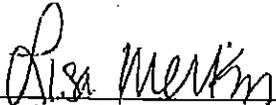
DHR SSA Policy Directives:

- SSA-CW 10-05 Child Fatality/ Serious Physical Injury/ Critical Incident
- SSA-CW 10-11 Placement Protocols for Children in Out of Home Care
- SSA-CW 12-17 Substance Exposed Infant Care Plan
- SSA-CW 12-21 Maryland's Safe Haven Program
- SSA-CW 14-05 Runaway, Missing or Abducted Children
- SSA CW 14-11 Substance Exposed Newborns
- SSA-CW 14-13 Management of After Hours Human Trafficking Reports
- SSA-CW 14-14 Intimate Partner Lethality Assessment
- SSA-CW 14-15 Human Sex Trafficking Victims
- SSA-CW 15-11 Unaccompanied Refugee Minors
- SSA-CW 15-29 After Hours Policy for Adults and Child Welfare
- SSA-CW 15-30 Child Protective Services Screening

VI. ATTACHMENTS:

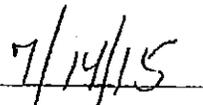
None

Signed


Lisa Merkin

Director, Child Welfare Services

Date



Revised March 2014

Attachment D

ADULT PROTECTIVE SERVICES AFTER-HOURS PROCEDURES

After-Hours Workers' Employment Schedule:
Monday Through Friday 5pm to 12:00 Midnight
Weeknight coverage: 12:00 A.M.—8:30a.m. MCCC staff
Weekend/Holiday: 8:00 A.M. - 8:00 A.M. Contractual positions cover both APS/CPS

WORKERS' RESPONSIBILITIES:

- Respond to pager within 15 minutes.
- Send a written report to ASI unit by 8:30 a.m. the next business for all cases that required either a phone or face to face response by fax and/or password protected email.
- If the after hours worker is unable to reach the covering supervisor by pager they should call his/her Alternate Number, then Home Telephone Number or contact the Crisis Center who will have updated contact information.
- Inform the Crisis Center and covering supervisor when you cannot be reached by pager; providing the appropriate contact information.
- Find a substitute and inform the supervisor and scheduler for those times that you are unable to provide coverage.
- Unexpected illnesses and/or cannot perform after hours duties; inform the ASI and/or APS supervisors who will find coverage.

SUPERVISORS' RESPONSIBILITIES:

- Respond to pager within 15 minutes.
- Check the pager to be sure it is working and/or the battery is full; i.e., calling the pager, checking to see if it is in the beeper mode.
- Keep the pager on at all times during your coverage.
- Contact the after-hours worker and the Crisis Center if there is a problem with the pager and provide an alternative means for reaching you i.e. Alternate Number noted on monthly coverage calendar.
- Contact the Crisis Center for any last minute changes to coverage that occur.
- Contact the Crisis Center at the start of shift as to who is the covering supervisor and provide them with all the telephone numbers where you can be reached.
- Contact the ASI unit to advise them of the need for follow-up by calling the main telephone number and the ASI supervisor.

CRISIS CENTER'S RESPONSIBILITIES:

- Contact the after-hours worker by pager, allow 15 minutes for response time;
- If unable to reach covering after-hours worker contact covering after-hours supervisor.
- Keep updated phone list of after hours covering supervisors
- Fax (240-777-1495) all APS after-hour reports by 8:30 a.m. next business day.
 - Provide as much identifying information as is possible; particularly contact information.
- The Crisis Center will ensure that any changes made by either the after-hours worker or supervisors are communicated to staff covering the Protective Services Hot-line.
- Identified Crisis Center staff will have AIF access to APS Intake on relevant cases, and especially during the weekends and Monday through Friday After-Hours (5pm – 8:30am). The purpose is to identify jointly served cases, and note current involved APS caseworkers and services as is

relevant to current crisis situation. During normal business hours, current procedure will remain in place on shared case identification, that is, for Crisis Center staff to contact Adult Services Intake (ASI) unit at 240-777-3000, or unit supervisor at 240-777-3520. All Confidential and HIPAA policies on APS case information will be strictly adhered to – Only Need to Know information is to be accessed and shared.

- o CC staff have Read Only access to APS records in AIF.
- o The purpose for the access to APS records is so that CC staff know if a CC encounter involves an active APS client, and the name of the APS case worker. During normal business hours the expectation is that the CC worker will contact the APS caseworker as necessary. After hours, the expectation is that the CC worker will contact the on call APS worker, and if that person can't be reached, the APS on call supervisor.
- o CC staff understands that APS information is highly confidential investigatory information and can only be shared by APS staff in accordance with APS laws. CC staff will only access and share APS information as permitted by this APS protocol.

AGING AND DISABILITY/ADULT SERVICES INTAKE UNIT RESPONSIBILITIES:

- Will provide a current list of all supervisors contact telephone numbers to the Crisis Center, after-hours workers, supervisors, and on call staff.
- Will provide monthly coverage calendar to Crisis Center, after-hours workers, all supervisors, and on-call staff
- Keep a supply of pager batteries in the after-hours bag.
- Update resource and contact information in the after-hours supervisor's bag. Schedules will be completed on a monthly basis by the designated supervisor. The after-hours worker will receive a confirmation of the individual coverage schedule.
- Inform the Crisis Center and after hours supervisor of any changes in coverage.
- Alert after-hours worker, after hours supervisor, and Crisis Center of any potential situations that might occur during or carry over to after-hours

COVERAGE SCHEDULES, NOTIFICATION, AND CHANGES

- **Prior to assigned work day:**
 - o The after-hours worker will notify the designated supervisor if unable to work the assigned day and arrange for a substitute;
 - o The designated supervisor is responsible for informing the after-hours supervisor and Crisis Center Answering Services with scheduling changes.
- **On assigned work day:**
 - o The designated supervisor, in emergency situations/unexpected illnesses of after-hours worker, will arrange coverage by contacting the other after-hours workers
- **Unexpected emergency –**
 - o When the after-hours worker is unable to complete his/her scheduled shift due to an unexpected emergency, the worker will contact the APS/ASI/After-Hours supervisors immediately;
 - o Supervisors will arrange for replacement/substitute

APS WORKERS BACK-UP LIST

Currently there are 5 social workers (County) who have volunteered to provide APS weekday (Mon-Fri) after-hours coverage in the event that there is not sufficient coverage available. They are not expected to commit to a fixed schedule and will assist based upon their availability. If there are no social workers who have volunteered to provide after-hours coverage then the supervisor will

arrange for coverage by contacting the worker with the least seniority in the Adult Protective Services, Assessment and Case Management Section.

- They are only responsible for APS calls.
- Responsibilities are the same as outlined in this guideline.
- Compensation follows guidelines for standby and call back pay.
- Case work activities are faxed or delivered to Adult Intake Screening unit.

SCREENING GUIDELINES AND PROCEDURE

SCREENING THE CALLS

- The APS line, (240) 777-3000, after normal business hours, has an automated greeting that informs callers that the Department is closed. Additionally, the caller is told to press "1" if it is an emergency. There are additional options that the caller is given, such as telephone transfer to Crisis Center.
- The Crisis Center Answering Services will answer the call and take the individual's name and number and page the coverage worker with the information. **IT IS NOT THE RESPONSIBILITY OF THE CRISIS CENTER TO DETERMINE IF THE CALL IS AN EMERGENCY.**
- The coverage worker is expected to call the individual to determine whether the situation is an emergency or whether the caller should be told to make a report the next working day.

An Emergency situation exists when:

- A vulnerable adult is in imminent danger or in a high risk situation.
- The Police and/or Fire and Rescue have asked for our assistance and our intervention is appropriate.
- A vulnerable adult has been seriously abused, neglected, and may have been hospitalized. Investigation must be initiated even though the adult is "safe" in the hospital.
- Calls on open cases, e.g., a guardianship, adult foster care or other A+D case provider calls for emergent assistance.
- Another jurisdiction requests assistance and our intervention is appropriate.

When in doubt consult with the supervisor on call. The pager number is (301) 554-1754.

Emergency Calls: Conduct formal screening.

Non-Emergency Calls: Crisis Center staff completes the **Child and Adult Protective Services Answering Service Message** form. The caller will be called back when the Department re-opens for regular operations.

APS Incident Report forms include the following:

- Allegation/incident reported
- Detailed names, addresses and phone numbers;
- All individuals with whom you spoke;
- Your assessment of the risk factors;
- The rationale for your decision:
 - to investigate,
 - defer for a response the next day, or
 - handle as an information call;
- If unable to contact caller, document efforts to do so;

- Pertinent information/disposition of what was/was not done and why;
- Pertinent recommendations for follow-up.

The Screening Report should always include:

- Manner in which information was received:
 - o The Crisis Center Answering Service
 - o Directly from the caller;
- Include how you left things with the caller, e.g.,
 - o Advised the caller the status of the referral:
 - Will have ASI unit call back the following business day
 - The referral did not meet the criteria for an APS investigation.
 - Any referrals to other services that would be appropriate.
 - o Do not make a commitment for a specific time when team will visit client. Only the ASI can make that commitment after they have completed the screening.

SCREENING REPORT CHECKLIST

- Verify the correct spelling of individuals' names and street addresses;
- Verify correct street address (Street # & Apartment #);
- Contact phone numbers including clients and family/neighbors/friends;
- Verify race/ethnic background;
- Determine any special language requirements (Need an Interpreter);
- If possible, access CIS Clearances on all family members;
- State reason for call in first sentence of presenting problem
 - o (role of caller and reason for call);
- Determine if the call is first hand information. If there is a person involved in the case who does not live in the home put their name, address and telephone number in caller's allegations – i.e. day care cases, sexual abuse – where maltreater is not in the home.

CALLS ON OPEN CASES

- Write up all information/discussion and send to ASI unit by fax or password protected email;
- Contact the caller by telephone according to usual procedures;
- For foster care problems, offer advice/assistance as needed;
- Be sure to note the name of the daytime social worker who has the case;
- The social worker who has the case should not be contacted unless it is an extreme emergency and you have consulted with the on-call supervisor who has given permission;
- Refer all guardianship cases to Guardianship covering worker.

INITIATING THE INVESTIGATION

Physical Abuse and Neglect Cases:

- All cases of neglect/abuse where there is imminent risk of harm to the vulnerable adult ;
- All cases where an adult is at the hospital and is at risk of being discharged overnight to an abusive or unsafe environment.
- Waiting for a face to face for the day time staff to respond might be too late. Remember that excited utterances are best captured immediately or shortly after the incident. This is especially true with our developmentally disabled and cognitively impaired adults.

Sexual Abuse Cases:

- The after-hours coverage worker's role is to obtain sufficient information to ensure safety of the vulnerable adult

FACTORS TO CONSIDER WHEN DECIDING WHEN AN IMMEDIATE INVESTIGATION MAY NOT BE POSSIBLE:

- The adult may not be available;
- If there are several cases to investigate at the same time; and decisions will need to be made regarding how to prioritize - consider whether the maltreater is out of the home and non-offender is willing to protect.

Consult with the on call supervisor when making the decision not to investigate for the above reasons. The supervisor can give the approval to "roll" to the next shift. Always consult with the supervisor before making the decision to work beyond your assigned shift.

When considering "rolling" to the next shift, be aware of:

- Response time mandate (24 hours for an emergency)
- the capacity of the next shift to manage the "rolled investigation" and accept new investigations;
- The need for good written information.

Contact Supervisors for the following reasons:

- To determine if an investigation is warranted;
- Emergency situations;
- When a fatality or serious life threatening maltreatment occurs;
- To obtain permission to place a vulnerable adult;
- To obtain permission to call a co-worker at home;
- To obtain permission to roll over a situation to the next shift for handling;
- For consultation in a complex Adult Protective Service situation;
- Whenever there is disagreement with Police regarding joint investigation;
- Approval for overtime;
- To authorize IHAS.

ADULT FATALITY PROTOCOL

- Refer to Montgomery County Fatality/Critical Incident Response protocol in the Adult Protective Service Resource notebooks;
- The covering supervisor must leave a message at work regarding the incident for the Aging and Disabilities Chief (240) 777-4577 and APS Administrator (240) 777-3851 when an adult fatality occurs.

Montgomery County Police Department should be contacted if:

- ❑ An emergency exists. "Emergency" means any condition in which an individual is living that presents a substantial risk of death or immediate and serious harm to the individual or others;
- ❑ There is an indication of probable criminal violation. "Criminal" means an injury or act sustained/caused by another with malicious intent. This might include not only abuse of a vulnerable adult but also other criminal acts such as assault, battery or caregiver neglect;
- ❑ Anytime you have reason to believe that your safety may be threatened on a home visit, contact the dispatcher at 911 to request police assistance.

For vulnerable adult cases:

- ❑ Geriatric Evaluation Services (GES) Screening for psychiatric hospitalization at a state facility of adults over age 65, are completed for any adult in Montgomery County regardless of residence. (The Crisis Center has authorization to do this screening by telephone.)
- ❑ Investigations of abuse in nursing homes are referred to the police/ombudsman. (The ombudsman should be informed the next working day.)
- ❑ Investigations of abuse/neglect in group homes or facilities for developmentally disabled adults are referred to the Department of Health and Mental Hygiene, Licensure and Certification Services, the next working day unless there is imminent danger.
- ❑ If the client is in imminent danger, the situation should be reported to the agency or group home staff to develop a plan to remove the client from the situation. Each agency provides 24 hour coverage.
- ❑ Additionally, the DDA Southern Regional Office provides 24 hour coverage via cell phone # (301) 806-0040. There will be an Administrative Duty Officer on call. * If there is no response call DDA Main After Hours #: 1 (410) 978-4695 to report the situation.

PLACEMENTS

If you are considering placement of a vulnerable adult, always consult the covering supervisor.

- ❑ For adults, refer to resources listed in the After-hours Coverage Notebook.
- ❑ A face-to-face assessment is always necessary prior to placement.
- ❑ Chest X-ray is required for group home, nursing home placements and can be obtained after-hours at the area hospitals.
- ❑ Review agreement and requirements regarding the APS emergency bed for Women only at Wilkins Avenue Shelter, the APS-designated bed at Men's shelter and the T&E Beds at the Crisis Center.

IN HOME AIDE SERVICES (IHAS)

If you are considering IHAS for a vulnerable adult, always consult the covering supervisor for authorization. See Procedures for Obtaining Emergency/Evening After-Hours In-Home Aide Services (IHAS) Coverage below.

- ❑ A home visit face-to-face contact must be made prior to initiating IHAS.

A plan identifying duties and responsibilities with costs and time frames must be developed and submitted to the Home Care Unit the following working day. SUBMISSION OF AFTER-HOURS

MATERIALS

- ❑ For APS: Written materials for APS are to be faxed (240) 777-1495 or taken to 401 Hungerford Drive, 3rd floor, Adult Services Intake, by 8:30 a.m. the next working day.

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.

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.



Montgomery County MFD Report of Payments Received For Office Use
 Office of Business Relations and Compliance

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO
 DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES NO

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

 (TYPED/PRINTED COMPANY NAME)

 (TYPED/PRINTED NAME OF COMPANY OFFICIAL)

 (TITLE)

 (SIGNATURE OF COMPANY OFFICIAL)

 (DATE)

() - ()
 TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
 Specialist II
 255 Rockville Pike, Ste. 180
 Rockville, MD 20850

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

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

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:

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 .

[Remainder of Page Intentionally Left Blank]

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	

State of Maryland-Child Protective Services Program
CONSENT FOR RELEASE OF INFORMATION/BACKGROUND CLEARANCE REQUEST

INSTRUCTIONS

1. Type or print legibly in ink. **INCOMPLETE FORMS WILL BE RETURNED.**
2. Submit a separate form for each individual whose name is to be searched.
3. Provide proof of identify and sign Part III in the presence of a Notary Public.
4. This form must be notarized.
5. Return the completed form to either:
 Local Department of Social Services in the area where you reside
or
 Department of Human Resources
 In-Home Services
 Social Services Administration
 311 W. Saratoga Street, Room 553
 Baltimore, MD 21201

Part I: PURPOSE OF SEARCH: *(Complete below and the person that this search pertains to must sign the form on the reverse in part III.)*

A. RELEASE TO SELF:

- 1. To determine if I have been found responsible for indicated or unsubstantiated disposition for a child abuse or neglect investigation.
- 2. To determine if I have any remaining appeal rights

B. RELEASE TO AN AGENCY/INDIVIDUAL RELATED TO:

- | | | |
|--|---|---|
| <input type="checkbox"/> Foster Parent | <input type="checkbox"/> School Personnel | <input type="checkbox"/> Day Care Center |
| <input type="checkbox"/> Kinship Care Provider | <input type="checkbox"/> Institutional Employee | <input type="checkbox"/> Family Day Care Provider |
| <input type="checkbox"/> Adoptive Parent | <input type="checkbox"/> CASA | <input type="checkbox"/> Other Employment (Explain _____) |
| <input type="checkbox"/> Custody Evaluation | <input type="checkbox"/> Volunteer | <input type="checkbox"/> Other (Explain _____) |

1. Requesting Agency Or Individual Name		2. Name Of Agency Representative		
3. Address	City	State	Zip	Telephone

C. RELEASE OF SUMMARY OF AGENCY FINDING:

I am aware that I have an **indicated** disposition following a child abuse or neglect investigation and I authorize the agency to release a summary to the individual/agency identified in part I as to why I was found responsible.

Part II: TO BE COMPLETED IN FULL, BY INDIVIDUAL WHOSE NAME IS BEING SEARCHED

1. IDENTIFYING INFORMATION:	Last Name	First	Full Middle	Maiden/Birth Name
	Social Security #	Race	Sex	Birthdate
				Other Names Used
2. CURRENT ADDRESS		City	State	Zip
3. PRIOR ADDRESS(S) AND DATE(S) <i>(Within The Past 7 Years)</i>		City	State	Zip
		City	State	Zip
4. CURRENT SPOUSE	Last, First, Full Middle		Race	Sex
5. PREVIOUS SPOUSE	Last, First, Full Middle		Race	Sex
6. FULL NAMES OF ALL CHILDREN LIVING WITH YOU <i>(Also include adult children not living with you. Attach additional paper if needed)</i>	Last, First, Full Middle		Race	Sex
		Birth Date		Birth Date

Part III: AUTHORIZATION (Check either 1 or 2 below.)

Pursuant to Maryland Code of Regulation Section 07.02.07.19, pertaining to the confidentiality of Child Protective Services records and reports, I hereby authorize the Maryland Department of Human Resources (DHR):

- 1. To notify _____ (self, agency, or individual listed in part I) as to whether a local department of social services has identified me as responsible for "indicated" child abuse or neglect in any record maintained by the Maryland DHR, any Local Department of Social Services, and Child Protective Services.
- 2. To release a summary of the indicated finding to _____ (self, agency, or individual listed in part I).

SIGNATURE: This form must sign in the presence of a Notary Public by the person named in part II.

DATE: _____

Part IV. CERTIFICATE OF ACKNOWLEDGEMENT OF INDIVIDUAL BEFORE A NOTARY PUBLIC

City/County of: _____ State of: _____

Acknowledged before me this _____ Day of _____ 20____

Notary Public

My Commission expires: _____

Part V. BACKGROUND CLEARANCE FINDINGS (for Local Department or DHR use only)

- 1. We are unable to determine at this time if the individual for whom a search has been requested has a CPS finding. Form returned to requesting agency. Date _____
- 2. Sent to DHR or Local Department of Social Services: Name _____ Date _____
Date returned from Local Department _____
- 3. Based on information provided by Local Departments of Social Services, we have determined that _____ is listed in the Central Registry as being responsible for an Indicated/ Unsubstantiated disposition of Abuse / Neglect in reference to an investigation conducted in _____ Child Protective Service Case/File/Referral #: _____
- 4. Holding for Appeal Appeal Date _____ Appeal Disposition _____
- 5. Notification sent to Requesting Agency/Individual: Date _____
- 6. Notification sent to Person: Date _____
- 7. Summary Provided: Date _____
- 8. As of this date, the individual whose name was being searched is NOT identified in the Central Registry as being responsible for abuse or neglect.

OPEN SOLICITATION #1024871
Contract # _____
WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

**ATTACHMENT I - APPLICATION FORM
VENDOR INFORMATION FORM**

Please review and complete the following information for Weekend and Holiday Child and Adult Protective Services. By signing this form you are signifying that you have received a copy of this Open Solicitation and understand the requirements of this Open Solicitation.

Name of Firm or Individual

Contact Name/Authorized Signature

Address

City, State, Zip Code

Phone Number Fax Number

Tax Identification Number (TIN)* Email Address

*Note: If Applicant does not have a TIN, the County will request the Applicant's Social Security Number at the time of Contract award in order to make payments for services rendered by the Applicant in accordance with the resulting Contract.

Profit or Non-Profit (please check one) Profit Non-Profit [Indicate type of non-profit corporation, i.e., 503c(3)]

Please provide the required licensure information for each person and language proficiency, if applicable. Use additional copies of this page if necessary.

License(s)/Degree(s)

Language Proficiency

