



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Marc Elrich
County Executive

Raymond L. Crowel, Psy.D.
Director

April 4, 2022

SOLICITATION ADDENDUM #2
OPEN SOLICITATION #1082410
Page 1 of 1 FOR THE PROCUREMENT: for
Weekend and Holiday Child and Protective Services

THE FOLLOWING CHANGES ARE APPLICABLE TO THE OPEN SOLICITATION:

Change #1

The NOTICE TO VENDORS section is updated to replace the contact information for questions on the application process. Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:

HHS.Open.Solicitations@montgomerycountymd.gov

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUM" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED OPEN SOLICITATION

ISSUED BY: *Victoria J. Seubland for*
Raymond L. Crowel, Psy.D., Director, Department of Health and Human Services

Office of the Director



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Ash Shetty
Director

November 20, 2019

Amendment #1
OPEN SOLICITATION 1082410

PAGE 1 of 16 FOR THE PROCUREMENT: for
Weekend and Holiday Child and Adult Protective Services

THIS SOLICITATION AMENDMENT WILL BECOME A PART OF THE RESULTANT CONTRACT

DESCRIPTION OF AMENDMENT:

1. Remove obsolete attachments
2. Add links to the current procurement forms
3. Change Paragraph R under Scope of Services
4. Update signature page

THERE ARE NO OTHER CHANGES

THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY: 
Avinash G. Shetty, Director, Office of Procurement

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

OPEN SOLICITATION #1082410

<p style="text-align: center;">Open Solicitation Plan For Open Solicitation 1082410– Weekend and Holiday Child and Adult Protective Services</p>

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.
- (2) Application Process – Contractors interested in applying to provide the requested services can obtain a copy of the Open Solicitation packet by visiting DHHS, CMT website at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. 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 forms. Applicants will be required to sign the Application Form (Attachment B 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 forms, 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.
- (7) Changes to Forms - The County may update the Open Solicitation Form contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation:

OPEN SOLICITATION #1082410

- (a) General Conditions of Contract Between County & Contractor (PMMD-45);
- (b) Minority Business Program & Offeror's Representation (PMMD-90);
- (c) Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91)
- (d) Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan (PMMD -65)
- (e) Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177); and
- (f) Business Associate Agreement.

The updated forms will be applicable to new contracts entered into after the date they are added to the open solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

**OPEN SOLICITATION #1082410
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 contracts 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 visiting DHHS website

<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>

The rates for the services under Open Solicitation #1082410, 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 Tania Muñoz, Senior Contract Manager, Contract Management Team, at (240) 777-3865.~~

Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:
HHS.Open.Solicitations@montgomerycountymd.gov

OPEN SOLICITATION #1082410
Weekend and Holiday Child and Adult Protective Services
INSTRUCTIONS TO VENDORS

1. **Submission Documents:** The following items must be submitted:
 - A. **Form Contract and Contract Forms**-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 forms listed below. The following forms are required and must be completed, or the application will be rejected. The forms can be found at the procurement weblinks below:
 - a. Business Associate Agreement.
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
 - b. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor.
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
 - c. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>.
 - d. 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.

Applicants are encouraged to also complete the “Minority Business Program & Offeror’s Representation, however this form is not required.
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf
 - 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 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).

OPEN SOLICITATION #1082410
Weekend and Holiday Child and 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. IRS Form W-9, Articles of Incorporation/Amendment, IRS Letter of Determination for Non-Profit status (if applicable), Proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<http://sdatt.resiusa.org/ucc-charter/default.aspx>)
- L. 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. The Contractor must comply with DHHS Background Clearance policy requirements for staff, subcontractor and volunteers serving clients (please see link below for policy).
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>.
 3. The Contractor must also complete a Child Protective Services (CPS) Background Clearance for all staff providing services under the Contract online via the Department of Human Resources (DHR) website: <http://dhr.maryland.gov/child-protective-services/child-protective-services-background-search-the-central-registry/> Once the CPS online form has been completed, the Contractor must provide CWS with the signed and notarized original document by submitting it to the attention of the Contract Monitor Teresa Blair, Child Welfare Services, 1301 Piccard Dr., 4th Floor, Rockville, MD 20850.
 4. If sole proprietor, please contact the Contract Monitor to coordinate the Background Clearances before applying for services under this Open Solicitation.
 5. 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 a.m. to 5:00 p.m. Monday through Friday.

OPEN SOLICITATION #1082410
Weekend and Holiday Child and Adult Protective Services

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. Sole Proprietorship 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 to Contractors 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.

OPEN SOLICITATION #1082410
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.
- C. All 24-hour shifts begin on the designated day at 8:00 a.m. and extend until 8:00 a.m. the following

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

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 immediately 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. For these services, the Contractor will be paid at the Training rate listed at:
<http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The County will not compensate the Contractor for training that is not required and approved in advance by the County. The Contractor and Contractor's staff providing services under this Contract are required to maintain their Social Work license; the County will not pay for trainings and conferences that are necessary solely for the maintenance of licenses required under this Contract.
- F. The County will provide the Contractor with the appropriate identification required to provide services and gain admission to County 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.
- 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.

OPEN SOLICITATION #1082410
Form Contract # _____
WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

- 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 Welfare Services Standard Operating Policies and Procedures and the County's Adult Protective Services After-Hours Procedures. These procedures and policies can be found at the website link below and the Contractor will be responsible for visiting the website below and downloading the updated version of these policies and procedures.
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- S. 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.
- T. 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 at the same rates and meet the same reporting requirements as for weekend and holiday shifts as described in this Contract.

OPEN SOLICITATION #1082410
Form Contract # _____
WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

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 a Masters degree in Social Work, have at least two years experience in providing emergency crisis intervention services, and must possess 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. The Contractor must comply with DHHS Background Clearance policy requirements for staff, subcontractor and volunteers serving clients (please see link below for policy) <http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>.
- G. The Contractor must also complete a Child Protective Services (CPS) Background Clearance for all staff providing services under the Contract online via the Department of Human Resources (DHR) website: <http://dhr.maryland.gov/child-protective-services/background-search/> Once the CPS online form has been completed, the Contractor must provide CWS with the signed and notarized original document by submitting it to the attention of the Contract Monitor Teresa Blair, Child Welfare Services, 1301 Piccard Dr., 4th Floor, Rockville, MD 20850.
- H. If sole proprietor, please contact the Contract Monitor to coordinate the Background Clearances before applying for services under this Open Solicitation.

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:

OPEN SOLICITATION #1082410

Form Contract # _____

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

- A. 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
- B. 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. In accordance to Administrative Procedure 1-5, Local Travel Guidance, the County will reimburse mileage at the County's mileage reimbursement rate based upon the Federal Government's mileage reimbursement rate for employees using their privately owned vehicles on the authorized government businesses in the Washington Metropolitan Area. The Federal rates are shown on the Federal Government's General Services Administration's (GSA) website located at the web address: <https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>
- C. The County may at its option and as fiscal appropriation allows, adjust the rates for the contracts resulting from Open Solicitation # 1082410 at the beginning of the County's Fiscal Year. The Contractor is responsible for checking the website listed above at the beginning of each fiscal year (beginning July 1) to obtain a copy of the County's current approved rates.
- D. The Contractor must not provide any services until the County issues a written Notice-to-Proceed
- E. 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.

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

VI. TERM

This Contract shall become effective on the date indicated on the Signature Page, page 8, of this Contract 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 two-year 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:

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct 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 proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

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

WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

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 included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

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

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:

- a This Contract Document;
- b The General Conditions of Contract Between County and Contractor;
- c Business Associate Agreement;
- d Minority, Female Disabled (MFD) Person Subcontractor Performance Plan ;
- e Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor; and
- f Application Form, Vendor Information Form.

SIGNATURE PAGE TO FOLLOW

OPEN SOLICITATION #1082410
Form Contract # _____
WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES
Signature Page – Open Solicitation #1082410

This Contract, which incorporates by reference: the Approved Form Contract with attached General Conditions of Contract Between County and Contractor and all required forms, 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 _____ by 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

Avinash G. Shetty, Director
Office of Procurement

Signature Date

RECOMMENDATION

Raymond L. Crowel, Psy.D., 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.**

OPEN SOLICITATION #1082410
Form Contract # _____
WEEKEND AND HOLIDAY CHILD AND ADULT PROTECTIVE SERVICES

**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

