

OPEN SOLICITATION #1114919
Intensive Outpatient and/or Outpatient Substance Use Treatment Services

NOTICE TO VENDORS

Montgomery County, Maryland (the “County”), through its Department of Health and Human Services (DHHS), is seeking qualified and licensed entities and individuals to provide community-based, Level 2.1 Intensive Outpatient and Level 1 Outpatient Substance Use Disorder (SUD) treatment services to adult Montgomery County residents (“Clients”) and their families who might otherwise not have access to services due to limited health benefits or other socio-economic factors. All Clients served under contracts resulting from this Open must be residents of Montgomery County.

A complete description of the Scope of Services required is listed in the Open Solicitation packet. You may obtain a packet by visiting DHHS – Contract Management Team website at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

The County needs providers for intensive outpatient (Level 2.1) and outpatient (Level 1) SUD treatment services. Per COMAR 10.63.03, a program **must provide:**

1. assessment services;
2. individualized treatment plan (updated every 90 days);
3. individual and/or group counseling sessions;
4. case management services;
5. family services which may include assessment, alcohol and drug education, and family counseling;
6. a 24-hour on-call responder for client crisis services; and
7. ability to provide same-day or next-day appointments.

In addition, a program must either **provide or have available through referral:**

8. medical examinations;
9. vocational rehabilitation;
10. vocational assistance;
11. mental health services;
12. substance abuse treatment programs (i.e., other levels of care); and
13. social services.

The County sets the reimbursement rates for services, based on prevailing State reimbursement rates for clinical services. The rates are published at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html> and will be listed under Open Solicitation #1114919 and labeled Basic Compensation Rate Sheet.

Questions related to this Open Solicitation should be directed via e-mail to: HHS.Open.Solicitations@montgomerycountymd.gov .

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INSTRUCTIONS TO VENDORS

The County will enter into a contract with all applicants who meet the minimum qualifications as described in Article II., Scope of Services, Item A, Minimum Qualifications of the Form Contract. 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 this Open Solicitation should be directed via e-mail to:
HHS.Open.Solicitations@montgomerycountymd.gov

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

- A. Form Contract - the Form contract, including all Attachments, 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 SIGNATURE PAGE of the Form Contract. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.**
 4. The following forms must be completed:
 - a. *Optional* "Minority Business Program & Offeror's Representation" – this Form may be filled out and submitted **if the applicant has the required certification:** [Minority Business Program & Offeror's Representation \(montgomerycountymd.gov\)](#)
 - b. Minority-Owned Addendum to General Conditions of Contract Between County and Contractor
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf> and Minority, Female Disabled (MFD) Person Subcontractor Performance Plan. Please submit your MFD plan or request a waiver. If this is incomplete, the application will be rejected. [PMMD-65 \(montgomerycountymd.gov\)](#)
 - c. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor. If this is incomplete, the application will be rejected. [Microsoft Word - PMMD-177.docx \(montgomerycountymd.gov\)](#)
 - d. Application Form (Attachment B to Form Contract). Please complete the Application Form in its entirety. Applicants must

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check off “Profit” or “Non-Profit” designation, or the application will be rejected. If Non-Profit, please provide IRS Designation Letter.

- e. Business Associate Agreement (Attachment C to Form Contract). Please complete and sign the Business Associate Agreement and submit with the Form Contract. The Business Associate Agreement can be found under “Resources” :
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- 5. Submit all the pages of the Form Contract (not just the signature page), and all attachments, completed as outlined above.
- B. Narrative – A description of your organization’s area of specialty, knowledge of and experience working with the population proposed to be served under this Open Solicitation. This information must be provided in no more than five double-spaced typewritten pages.
- C. A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article VIII, General Conditions and Insurance of the Pre-Approved Form Contract and forwarded to the Contract Management Team.
- D. Copy of accreditation issued by accrediting organization and license issued by the State of Maryland to provide a program of intensive outpatient (Level 2.1) and/or outpatient Level 1 SUD treatment services in the State of Maryland as required by COMAR §10.63.01.
- E. Financial Information – A copy of your agency’s most recent audited financial statement.
- F. Audit – A copy of your most recent audit by the Office of Health Care Quality (OHCQ), Maryland Department of Health (MD-DOH), and, if applicable, a copy of your program improvement plan.
- G. Proof of legal name – articles of incorporation, and articles of amendment if applicable.
- H. W-9 form.

II. Instructions:

As directed above in Section I., please complete, attach, and send all Submission Documents to:

Montgomery County, Maryland
Department of Health and Human Services
Contract Management Team

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401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850
Attention: Open Solicitation # 1114919
Email: HHS.Open.Solicitations@montgomerycountymd.gov

If your application meets the Minimum Qualifications listed in the Form Contract, the County will execute the contract and return a copy to you.

A copy of the General Conditions of Contract Between the County and Contractor (“General Conditions”) is included with the solicitation packet. The County’s General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. The General Conditions can be found here: [SECTION B GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR \(montgomerycountymd.gov\)](#) You must sign the County Form Contract as written, and return it, with all its attachments, to the County for execution by the Office of Procurement. The DHHS Contract Management Team will forward a copy of the executed contract to you. Once you receive notice from the County that the contract has been executed and receive an executed purchase order from the County, you may begin to provide services to clients.

The County makes no guarantee that any single contractor will serve clients under a contract resulting from this Open Solicitation. Selection of providers is client-driven and based on personal preference, language capabilities, location, and/or range of services provided.

The Contractor must request approval for client services from the Local Behavioral Health Authority (LBHA). The services to be provided under a contract resulting from this Open Solicitation are LBHA approval driven and only LBHA approved client services are eligible for reimbursement under a contract resulting from this Open Solicitation.

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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PRE-APPROVED FORM CONTRACT

I. BACKGROUND

- A. Montgomery County (the “County”) through the Department of Health and Human Services (“DHHS”) provides a continuum of community-based residential and outpatient Substance Use Disorder (“SUD”) treatment services for adults.
- B. DHHS requires qualified, Maryland licensed and accredited entities and individuals to provide community-based, Level 2.1 and Level 1 outpatient SUD treatment services to adult Montgomery County residents and their families (Clients) who might otherwise not have access to services due to limited health benefits, low income or other socio-economic factors.
- C. The Contractor’s application must clearly indicate on the Application, Attachment B to this Contract, the specific treatment service program(s) to be provided by the Contractor to the County. SUD treatment services required by this Contract are:
 - 1. Intensive Outpatient SUD Treatment (Level 2.1); and
 - 2. Outpatient SUD Treatment (Level 1).
- D. By signing this Form Contract, the Contractor asserts that it meets the minimum qualifications and that the Contractor agrees to provide all items and services required in this Contract for the level(s) of service applied for.

II. SCOPE OF SERVICES

- A. Minimum Qualifications
The Contractor must have and maintain for the term of this Contract, and any subsequent renewal terms, the following minimum qualifications:
 - 1. The Contractor must have a current Local Behavioral Health Authority Agreement to Cooperate accreditation, issued by a Maryland Department of Health approved accreditation organization and license issued by the State of Maryland to provide a program of outpatient SUD treatment (Level 1) and/or intensive outpatient (Level 2.1) services in the State of Maryland, as required by COMAR §10.63.01. The Contractor must submit a copy of its current accreditation and license upon County request. At a minimum, the Contractor must submit a copy of the current accreditation and license to the County, each year, by March 1st of each year this Contract is in effect.
 - 2. The Contractor must have the ability to obtain reimbursement through the Public Behavioral Health System Fee-For-Service (FFS) for clients approved by the MD-DOH designated Administrative Services Organization (ASO).
 - 3. The Contractor must have a minimum of two years of experience with the population proposed to be served under this Contract. The County will not enter into a Contract with any Contractor who has less than this required two years of experience.

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4. The Contractor must provide the space to operate the program. The Contractor must offer treatment services at a site that is readily accessible to public transportation. The Contractor's facility need not be devoted exclusively to serving Clients under this Contract. The Contractor's facility must have, maintain, and be compliant with all federal, state and local fire, health, and safety codes.
5. The Contractor must have a National Provider Identification number issued by the Federal Centers for Medicare and Medicaid Services.
6. For Outpatient (Level 1) treatment, the Contractor must offer evening and weekend hours for both assessment (intake) and treatment (group and individual counseling) services.

The County reserves the right to negotiate the Contractor's operating schedule to ensure evening and weekend availability of intake and treatment services.

7. The Contractor must provide a 24-hour coverage mechanism, approved by the County, to ensure that each Client's primary counselor, or another licensed professional assigned by the Contractor, is available to respond to Clients and their families when a Client is in crisis. The Contractor must ensure that the on-call responder has access to case records at all times. A telephone answering machine with no assurance of an immediate response is not acceptable. A telephone answering machine message to contact the County Crisis Center is not acceptable. For Clients who are in crisis, as determined by the Client or the Client's family, the Contractor must offer same-day or next-day appointments and must provide telephone consultation to families or other service providers, as needed.
8. The Contractor must abide by applicable ethical and legal standards (applicable law and regulations) 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 SUD treatment records.

B. General Requirements

1. The Contractor must provide Behavioral Health Treatment, for Level 2.1 Intensive Outpatient SUD Treatment and/or Level 1 Outpatient SUD treatment, based upon the Contractor's license and accreditation and application to provide services under Open Solicitation # 1114919 and as determined by the State of Maryland standards set forth in Code of Maryland Regulations (COMAR), Title 10, Subtitle 63, as promulgated by the MD-DOH.
2. The Contractor must maintain full accreditation and licensure to provide intensive outpatient (Level 2.1) and/or outpatient (Level 1) SUD treatment services, based upon the Contractor's license and accreditation and application to provide services under Open Solicitation # 1114919 during the initial term of this Contract and all extensions of the term, thereafter. Any deficiencies or corrective action plans identified by the Behavioral Health Administration Office of Health Care Quality (OHCQ) and/or the Contractor's accrediting body and/or the State designated Administrative Services organization ("ASO"), must be

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shared with the County's Contract Monitor or designee. Failure to maintain accreditation and licensure may result in termination of this Contract.

3. Clients may be referred from various County resources/providers, both public and private and may also self-refer.
4. Contractor must provide a minimum of nine (9) hours for intensive outpatient (Level 2.1) and up to nine (9) hours for outpatient (Level 1), per week per client of direct treatment or intervention services as required by standards set forth by the accrediting organization, licensing organization, and evidence-based practices. The services provided must include but are not limited to:
 - a. assessment;
 - b. individual and group sessions;
 - c. individual treatment plan (ITP);
 - d. coordination of services with other agencies;
 - e. relapse prevention; and
 - f. discharge documentation and justification.
5. Within three (3) months of execution of this Contract, the Contractor must develop and implement a written policy and procedure for the operation of the Contractor's Level 2.1 and/or Level 1 Program (depending upon which level of service the Contractor applied and received approval to provide under this Contract) that is approved by the County and that describes its organization, the services provided, and meets all requirements defined in COMAR 10.63.
6. Within six (6) months of execution of this Contract, the Contractor must develop and submit to the County for approval a policy and procedure for the transfer or disposition of the Contractor's caseload of Clients served under this Contract upon termination of this Contract. The Contractor must implement the policy and procedure for caseload transfer or disposition upon written notice from the County. The Contractor's caseload transfer or disposition must address:
 - i. The time period for completing the transfer or disposition of the Contractor's case load; and
 - ii. The Contractor's plan to continue to provide adequate Client services until the transfer or disposition of the Contractor's caseload of Clients is completed.
7. The Contractor must provide annual Cultural Competency training for all staff working with clients with limited English proficiency. The training will focus on developing cultural awareness, cultural knowledge and culturally appropriate clinical skills.
8. Behavioral Health and Crisis Services in DHHS has adopted the National Standards for Culturally and Linguistically Appropriate Services ("CLAS") in Health and Health Care. CLAS standards are a comprehensive series of guidelines that inform, guide, and facilitate practices related to culturally and linguistically appropriate health services. The Contractor

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must adhere to CLAS in the provision of services under this Contract. For more information about CLAS, please see <https://www.thinkculturalhealth.hhs.gov/clas>

9. The Contractor must comply with Montgomery County's DHHS Background Clearance policy requirements for staff, subcontractors, and volunteers serving clients please see link for policy: <http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
10. The Contractor must comply with all federal, state, and local laws and regulations governing privacy and the protection of health information. The Contractor must execute formal agreements with other service providers in accordance with federal and state confidentiality regulations or with appropriate release of information by the Client. The Contractor must sign and comply with the County's Business Associate Agreement, which is incorporated by reference and made a part of this Contract as Attachment C.

III. RECORDS AND REPORTS

- A. The Contractor must make available to the County all Client records, including specific medical information contained therein, upon request. The Contractor may only release a Client's record to other agencies or individuals in accordance with existing laws, regulations, and ethical requirements, including, but not limited to, the HIPAA.
- B. The Contractor must provide an annual certified financial audit report, prepared by a CPA firm, to the County by March 1st of each year this Contract is in effect, for the prior Contract year.
- C. The Contractor, upon notification of the death of an individual who was receiving or had received services from the program, must report the death within 24 hours to the LBHA, in a format approved by the LBHA, in accordance with Maryland Health General Article §10-714, "Reports of Deaths."
- D. The Contractor must conduct customer satisfaction surveys subject to approval by the County for Clients who receive services under this Contract. The survey results must be reported to the County annually, by March 1st of each year this Contract is in effect. The survey must include at least the following:

How would you rate your recent experience with this organization and its staffing under each of the following areas?

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| | Very Satisfied ? ? | Satisfied ? | Not Satisfied ? | Very Unsatisfied ? ? | Don't Know /Not applicable |
|-------------------------------|-----------------------|----------------|--------------------|-------------------------|----------------------------|
| Responsiveness/ Timeliness | | | | | |
| Courtesy/Respect | | | | | |
| Overall Experience | | | | | |

E. Quarterly Reports

The Contractor must submit a quarterly report by level of treatment in a County-approved format to the County’s Contract Monitor, no later than fifteen (15) days following the end of each quarter.

The Contractor’s quarterly reports must contain quarterly and unduplicated year-to-date data by level of care, in order to document the following:

- I. Report for all Clients enrolled in the program during the quarter:
 - a) Number of active Clients by gender and insurance type;
 - b) Number of new admissions by gender and insurance type;
 - c) Number of limited English proficient Clients; and
 - d) Number of discharged Clients.

- II. Report the following information for Clients with services approved by LBHA during the quarter:
 - e) Discharged Clients average length of stay;
 - f) Number of discharged Clients retained 90 days;
 - g) Number of discharged Clients employed at discharge; and
 - h) Discharge reason type
 - i. completed/transferred (from Level 2.1 to Level 1, if applicable);
 - ii. successful completion (no transfer);
 - iii. against medical advice; or
 - iv. therapeutic, medical, or administrative

F. Annual Report:

The Contractor must submit an annual report due on July 15th that includes a report on the status of the outcome measures as described in Article IV, Performance Measures, Paragraphs 1 through 4, below, and a detailed description of the services and activities provided by the Contractor for the period from July 1st through June 30th. For any renewal terms exercised by the County, the Contractor must submit the annual report by July 15th of each year this Contract is in effect.

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IV. PERFORMANCE MEASURES

For each year this Contract is in effect, the Contractor must track the following program outcomes and report to the County, as described in Article III, Records and Reports, above, in a County-approved format. The following outcome measures must be reported on and be derived from the collected data on clients served:

1. 50% of enrolled Clients will complete the program;
2. 60% of enrolled Clients will be retained at least 90 days for Outpatient and 45 days for Intensive Outpatient;
3. 60% of the Clients are gainfully employed at the time of discharge; and
4. 90% of Clients will rate their satisfaction with the program as “very satisfied” or “satisfied.”

V. COMPENSATION

A. The County will compensate the Contractor for clinical services provided to Montgomery County residents ONLY when such persons meet the following criteria:

- Client meets Medical Necessity Criteria (MNC) for admission/treatment as determined by the American Society of Addiction Medicine (“ASAM”) or Maryland Department of Health (MDDOH); and
- Are not approved for funding under the Public Behavioral Health System Fee for Service funding as determined by the State Administrative Services Organization (ASO), Optum (or its successor); and
- Are ineligible for any other Third-Party funding.

These rates are to be paid from funds encumbered to this Contract for Clients enrolled in ASAM Level 1.0 and 2.1 treatment services ONLY up to the limit of available funding reflected in an executed Purchase Order from the County. The County will pay the prevailing State reimbursement rates for clinical services as published under Open Solicitation #1114919 labeled “Basic Compensation Rate Sheet” at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html> Any delinquency in collecting the State-approved FFS for Clients who are approved for reimbursement through the Public Behavioral Health System is at the sole risk of the Contractor. The County is not responsible for the Contractor’s failure to collect such revenue.

B. The Contractor must contact the LBHA to receive approval to admit, re-admit, or extend clinical services to Clients when seeking reimbursement for those Clients from the County. Funds encumbered by the County to this Contract must be used ONLY to reimburse the Contractor for LBHA approved Clients. The Contractor must complete the Montgomery County Substance Related Disorder (SRD) Outpatient Funding Request form for services to each Client for whom the Contractor seeks reimbursement from the County. The County will provide the Contractor a copy of the SRD when requested.

C. The County will support services to clients with limited English language proficiency by compensating the Contractor for services provided to clients with limited English language

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proficiency at the established fully burdened rate in accordance with rates published under Open Solicitation #1114919 labeled “Language Accessibility Compensation Rate Sheet” which can be found at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html> These rates are to be paid from funds encumbered to this Contract for Clients enrolled in ASAM Level 2.1 Intensive Outpatient and/or Level 1 Outpatient Services for services that meet the following criteria:

1. Clients identified as limited English speakers regardless of proficiency and insurance status, for which services provided in English will impede treatment services.
 2. A monthly stipend may be requested for services provided by non-English speaking clinicians employed by the program. The Contractor must complete and submit with the Contractor’s monthly invoice the Direct Non-English Language Stipend Request Form.
 3. Reimbursement of contracted interpreter services will be up to the established fully burdened rate. The Contractor must submit copies of contracted interpreter invoices with the Contractor’s monthly invoice.
 4. Reimbursement of culturally competency trainings for staff will be up to the established fully burdened rate. The Contractor must submit training documentation specified on the rates sheet with the Contractor’s monthly invoice.
- D. No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor’s receipt of said County Purchase Order containing a maximum compensation amount.
- E. Compensation must not exceed funds appropriated by the County and encumbered into the County Purchase Order issued to the Contractor.

VI. INVOICES

- A. The Contractor must submit monthly invoices with required documentation, in a format approved by the County, by the 15th of the month for services provided during the prior month. The Contractor’s invoices must describe the services provided by type of service for Clients who will be reimbursed by the County using the rates published at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html> under Open Solicitation #1114919 labeled “Basic Compensation Rate Sheet” (list the total number of services by type times the applied rate) and the total reimbursement requested.
- B. Upon receipt, acceptance, and approval of the Contractor’s invoice, the County will make payment, net 30 days. All required reports and other supporting documentation must be submitted before the Contractor’s monthly invoice can be approved. Invoices must be sent to the Contract Monitor designated by the County.

VII. TERM

This Contract is effective on the effective date indicated on the signature page upon signature by the County’s Director, Office of Procurement, and shall be for a two-year term. Before the Contract term ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor’s satisfactory performance does not guarantee renewal of this

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Contract. The County shall have the option to extend this Contract for two (2) additional two-year terms. Thereafter, the Contractor may re-apply under this or any subsequent Open Solicitation for these services to obtain a contract for the provision of these services.

VIII. GENERAL CONDITIONS AND INSURANCE

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

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

MANDATORY INSURANCE REQUIREMENTS –

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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.

Commercial General Liability

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

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations
- Sexual Molestation and Abuse

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

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Each Claim \$1,000,000 Aggregate \$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

Written notice of cancellation or material change of any of the policies is required, per the policy provisions.

Certificate Holder

Montgomery County, Maryland
Health and Human Services, 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 legal precedence in the event of a conflict in their terms:

- a. This Contract Document;
- b. The General Conditions of Contract Between County and Contractor (Attachment A);
- c. Application Form (Attachment B);
- d. Business Associate Agreement (Attachment C);
- e. Requirements for Services Contract – Addendum to The General Conditions of Contract Between County and Contractor – Wage Requirements Law Certification (PMMD-177) (Attachment D);
- f. Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor (PMMD-91) and Minority, Female Disabled Person Subcontractor Performance Plan (PMMD-65) (Collectively, Attachment E); and
- g. Minority Business Program & Offerors’ Representation (PMMD-90) (Optional) (Attachment F).

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE

This Contract, which incorporates by reference the Approved Form Contract with attached General Conditions of Contract Between County and Contractor and all required forms under Priority of Documents, copies of which have been provided to the Contractor, is effective this _____ day of _____, 20____ by and between _____, hereinafter referred to as the "Contractor" and Montgomery County, Maryland, hereinafter referred to as the "County". This Contract will become effective upon signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

Agency Name

Signature

Typed

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

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.

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Attachment B

APPLICATION FORM

Name of Applicant/Vendor: _____

Contact Name: _____

Address: _____

City and State: _____ Zip Code: _____

Federal Taxpayer Identification # (TIN): _____

Phone #: _____ Fax #: _____

Profit or Non-Profit (please check one) _____ Profit _____ Non-Profit

If Non-Profit, please indicate type of corporation, e.g., 501(c)(3), etc.: _____

Level(s) of Treatment provided by Program: (pick all that apply)

_____ Level 2.1 Intensive Outpatient SUD Treatment

_____ Level 1 Outpatient SUD Treatment

Licensed Site(s)

1. NAME _____

ADDRESS _____

2. NAME _____

ADDRESS _____

Signature of Person Completing this Form

Title

Date