

**Open Solicitation Plan  
For Open Solicitation (1190949) –  
Early Childhood Consultants: Infant and Early Childhood Mental Health Support Services,  
Training and Coaching**

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

**Section 4.1.6.3 Procedure**

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website.
- (2) Application Process – The DHHS Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at:  
<https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.  
The solicitation packet includes the following:
  - a) the Notice to Vendors that summarizes this Open Solicitation;
  - b) the Instructions and Minimum Qualifications document for this Open Solicitation;
  - c) the Application; and
  - d) the Pre-Approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum requirements that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the solicitation criteria.
- (4) All applicants meeting the minimum qualifications listed in the Instructions and Minimum Qualifications document of the Open Solicitation and are found to be responsible will be eligible to receive a contract to provide the services described in the Open Solicitation. Referrals for services will be based on location, availability, and vendor's ability to perform the services in the given timeframe.
- (5) Pre-Approved Form Contract – A Pre-Approved Form Contract is included in the solicitation packet. The solicitation packet also contains a description of the requirements identified on the Pre-approved Form Contract (referred to as Scope of Services). Applicants will be required to execute a contract with the County using this Pre-Approved Form Contract, including the General Conditions of Contract Between the County and Contractor ("General Conditions"), without modification.
- (6) Cost – The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified by DHHS. Funds will be encumbered under contracts via a purchase order. The County will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.

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- (7) 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 appropriation of funding.
- (8) 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:
  - 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); and
  - e. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177).
  - 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.

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NOTICE TO VENDORS**

**Infant and Early Childhood Mental Health Support Services, Training and Coaching**

The County's Department of Health and Human Services (DHHS) provides Infant and Early Childhood Support Services , Training and Coaching for the Early Childhood Services (ECS) programs. DHHS is seeking experienced and qualified organizations, groups, agencies or individuals, or some combination thereof, that can assist DHHS with providing infant and early childhood mental health support services and training and coaching to licensed family and child care providers who serve children from birth to age five.

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

The rates for the services under Open Solicitation #1190949, are set by the County and published at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The current County rates will be provided to potential vendors upon request of an Open Solicitation application packet.

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Form Contract 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:

Portia Willis, Program Manager,  
Early Childhood Services, at 240-777-1331 or via email to [Portia.Willis@montgomerycountymd.gov](mailto:Portia.Willis@montgomerycountymd.gov)

Questions related to the application/contract process and insurance requirements should be emailed to: HHS: [Open.Solicitations@montgomerycountymd.gov](mailto: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, are found to be responsible, and complete and submit the mandatory submissions described below in this document. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed, and a copy of the contract will be sent to the applicant. Please keep a copy of the entire Open Solicitation packet for your records. *Applicants are strongly encouraged to carefully review all the documents and information provided with this packet before completing and returning the Pre-Approved Form Contract. **Incomplete applications will not be processed.***

Please complete and attach all the below-listed mandatory submission/application documents and e-mail to: [Portia.Willis@montgomerycountymd.gov](mailto:Portia.Willis@montgomerycountymd.gov)

The County makes no guarantee that any Contractor will receive programming assigned from the County under a contract resulting from this Open Solicitation. Referrals for services will be based on contractor proposals and Contractor's ability to perform the services in the given timeframe. Award of a contract under this Open Solicitation is subject to appropriation of funding. The County reserves the right to cancel this Open Solicitation at any time.

Questions related to open solicitation should be directed to:

[HHS.Open.Solicitations@montgomerycountymd.gov](mailto:HHS.Open.Solicitations@montgomerycountymd.gov)

**I. Submission/Application Documents** - The following items must be submitted:

- A. Application/Vendor Information Form (Attachment D)  
Please complete in its entirety.
- B. Insurance Certificate  
A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article IX. of the Pre-Approved Form Contract.
- C. Form Contract  
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. On the signature page - PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
  - 3. Submit all the pages of the Form Contract (not just the signature page), including all attachments.

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- D. General Conditions of Contract Between County & Contractor (Attachment A)  
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>
- E. Business Associate Agreement (Attachment B)  
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- F. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan  
Please submit your MFD plan or request a waiver.  
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
- G. 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](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- H. Proof of legal name
- I. W-9 tax form or a copy of the Social Security card, if sole proprietorship.
- J. Proof of tax-exempt status  
Determination letter from IRS, if applicable.
- K. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation, if applicable.
- L. Infant and Early Childhood Mental Health Support Services (IECMHSS) Policies and Procedures (Attachment H- applicable only to Scope 1, Mental Health Consultation);
- M. Montgomery County Child Care Support Services (MCCCCSS) Training Policies and Procedures (Attachment I- applicable only to Scope 2, Training)
- N. MCCCCSS Coaching Policies and Procedures- Attachment J (applicable only to Scope 3, Coaching);
- O. Affidavit for Criminal Background Check (Attachment K).

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**I. BACKGROUND/INTENT**

- A. Montgomery County, through its Department of Health Human Services (DHHS), seeks experienced and qualified organizations, groups, agencies or individuals, or some combination thereof, that can assist DHHS with providing infant and early childhood mental health support services and training and coaching to licensed family and child care providers who serve children from birth to age five. The mission of the Division of Early Childhood Services (ECS) is to provide support, tools, strategies, and resources to caregivers to positively impact the developmental environments for children.
- B. The Contractor must provide Infant and Early Childhood Mental Health Support Services (IECMHSS) to the County's licensed family based and center based childcare providers in Montgomery County. Services must adhere to the Maryland State Department of Education (MSDE) Standards for Early Childhood Mental Health Consultation.
- C. Montgomery County Child Care Support Services (MCCCCSS), with funding through Maryland Family Network, develops a comprehensive training plan that reflects licensing regulations, local and state mandates, local and state initiatives, and local, state and national trends to develop a well-designed system of training for our early care and education professionals. The County supports the child care community through the MCCCCSS by offering Maryland State approved continued/clock hours, core of knowledge, pre-service training, and Continuing Education Units (CEU) to family child care providers and child care center educators throughout the County.
- D. MCCCCSS also offers coaching to both family and center-based child care center programs which support licensing, quality enhancements, business support, program development and professional development planning. Coaching includes small group sessions, on-site consultation, face-to-face meetings, and support using technology.
- E. All services are to be delivered County-wide and in the appropriate setting. These services will be requested by the County for up to one year and may be ongoing or on an as needed basis, full-time or part-time. Rates for services are hourly depending on the services.
- F. ECS requires all contractors to abide by applicable federal, State and local labor laws and regulations and all applicable federal, State and local tax laws and regulations in the hiring and management of all who are employed to provide services to the County. In addition, the Contractor must provide direct management of all work requested by the County under this solicitation through regular contract monitoring meetings and regular communication to the ECS Program Manager.
- G. All organizations, clinicians, and professionals must meet minimum professional requirements of the State of Maryland, maintain their credentials in good standing as required by his/her professional discipline, and receive regular face-to-face supervision, meetings and observations. The Contractor must ensure compliance with legal mandates.
- H. All applicants who wish to perform services must adhere to IECMHSS and MCCCCSS policies and procedures.

- I. The County applies for additional funds for ECS through a grant from the Maryland State Department of Education (MSDE) on an annual basis. ECS services are provided through consultants, directors, Licensed Child Care Providers (LCCP), and public agency staff.
- J. Infant and Early Childhood Mental Health Consultation Support Services will be provided on an as needed basis to child care centers. The frequency of services will vary based on the needs of the LCCP and will be delivered primarily at the child care center. The need will be based on an intake through the County's Intake Line. An intake can be received from a licensed child care center or home based child care, a family member, or a legal caregiver whose child is attending the licensed childcare setting. The need and frequency will be determined by the Plan of Action. The County makes no guarantee about the number of requests for services. The County will assign the client to a Contractor based on client need, the ability of the Contractor to provide the services needed, and the availability of the Contractor to meet the client's needs. The client's needs are determined by the County and the proposed Plan of Action. The County will confirm the Contractor's availability with the Contractor prior to formally assigning the client to the Contractor for services. The County will follow the procedures set forth in Attachment H, Infant and Early Childhood Mental Health Consultation Process and Procedures.
- K. Training services will be provided to the child care community based on the comprehensive training plan developed by MCCCSS and on-site requests. Training can be a one-time workshop and/or comprehensive series courses offered during the daytime, evening, weekday and/or weekends. The County makes no guarantee about the number of trainings offered. The County will send a work request based on the training topic and Contractors' expertise. The County will follow MCCCSS policies and procedures as set forth in Attachment I.
- L. Coaching services will be provided on an as needed basis when requested by the child care community or Office of Child Care. MCCCSS Services will range from individual to onsite coaching with frequency determined by the action plan of the program and coach and approved by the County. The County makes no guarantee about the number of referrals offered. The County will send a request based on the topic and Contractor's expertise. The County will follow MCCCSS policies and procedures as set forth in Attachment J.
- M. Early Childhood Consultants Services required by the County include the following scopes of service listed below. Each applicant must clearly state the specific scope(s) of services to be provided in its application to the County.
  - 1. **Scope 1:** Infant and Early Childhood Mental Health Support Services
  - 2. **Scope 2:** Training
  - 3. **Scope 3:** Coaching
- N. An applicant may propose to provide services to one, some, or all of the scopes listed above. No Contractor will be guaranteed clients or work. Clients and work will be assigned to the Contractor(s) based on expertise. Applicants will not receive preference in the award process for offering to provide services under more than one scope of service. The County reserves the right to increase or decrease the minimum or maximum number of hours specified in each scope based on the availability of funding and the County's requirements. Payment will be made only for services provided in accordance with the scopes listed below and not for idle time based on a schedule.

## II. SCOPE OF SERVICES

- A. The County will request services from and assign clients to a Contractor according to policies and procedures for Infant and Early Childhood Mental Health Consultation (Attachment H) and MCCCSS Policies and Procedures (Attachment I and Attachment J). To support the child care community, the County offers IECMHSS training and coaching to over 1000 registered home based child care providers and over 471 center based child care providers with supplemental funding from the Maryland State Department of Education (MSDE) and Maryland Family Network (MFN). MCCCSS offers training and coaching related to local and state initiatives. The Infant and Early Childhood Mental Health Support Services (IECMHSS) increase the capacity of early childhood educators, programs, and families to nurture social and emotional development and healthy behaviors in infants and young children in their care. IECMHSS will also identify and make referrals for children needing more intensive intervention while promoting kindergarten readiness. The County maintains the right to update and change IECMHSS Policy and Procedures or MCCCSS Policies and Procedures to ensure the efficient provision of quality services. If IECMHSS Policy and Procedures or MCCCSS Policies and Procedures impacting service delivery from Contractors is changed, all Contractors will be notified in writing and will be expected to comply with changes within a reasonable time frame as defined by the County.
- B. The Contractor must provide the following services to clients referred by the County and as determined by intake referrals, including but not limited to:

1. **Scope 1 - Infant and Early Childhood Mental Health Support Services.**

- a. Observe both educators and child;
- b. Consult with educators to develop strategies for intervention;
- c. Consult with educators about recommended changes to the classroom environment and program practices to promote children's socio-emotional development;
- d. Provide information to families and educators on child development, team building, stress management, and other topics relevant for the particular site;
- e. Model interventions;
- f. Complete required screening and assessment tools, including but not limited to, AgesStages Questionnaire, AgesStagesQuestionnaire-SocialEmotional and the DECA for child-focused consultations; TeachingPyramidObservationTool or TeachingPyramidInfant and ToddlersObservationScale for full program wide supports;
- g. Meet with directors, educators, and family members, and provide workshops on topics of social and emotional development;
- h. Offer referrals and linkages to additional services; and,
- i. Document activities in the County approved format.



2. **Scope 2 – Training. Develop, translate, and deliver training on the following topics:**

- a. Core of Knowledge Domains (Child Development, Curriculum, Special Needs, Professionalism, Community, Health, Safety & Nutrition);
- b. Maryland Model for School Readiness;
- c. Healthy Beginnings;
- d. Social & Emotional Foundation of Early Learning;
- e. Child care business practices;
- f. Pre-Service (infant/toddler, preschool, school age, administrative, and communication); and
- g. Other grant compliance mandated training.
- h. All trainers are required to adhere to MCCCSS Policies and Procedures (Attachment K) as well as attend meetings to review policies and procedures. The three types of trainings are as follows:
  - i. TIER 1: MCCCSS co-sponsors training with an agency/trainer in possession of an already approved MSDE training.
  - ii. TIER 2: MCCCSS hires a trainer to deliver an already approved MSDE training owned by MCCCSS.
  - iii. TIER 3: MCCCSS hires a trainer to develop training for MCCCSS's sole use, which will be submitted for MSDE approval.

3. **Scope 3 – Coaching.**

- a. Communication and Engagement
  - i. Phone and email correspondence
  - ii. Video conferencing
  - iii. One-on-one meetings
  - iv. Facilitation of group sessions
  - v. Community of Practice participation
- b. Direct Coaching and Classroom Support
  - i. On-site Coaching, including classroom observation, Assessment and evaluation tools and Modeling of effective strategies
  - ii. Inclusive child care practices
  - iii. Curriculum and Program development
- c. Quality and Accreditation Support
  - i. Phone and email correspondence
  - ii. Video conferencing
  - iii. One-on-one meetings
  - iv. Facilitation of group sessions
  - v. Community of Practice participation

- d. Program and Professional Growth
  - i. Leadership development
  - ii. Business growth and sustainability strategies
  - iii. Support in pursuing higher education
- C. Contractor must make referrals to other community resources such as Montgomery County Infants and Toddlers Program (MCITP), pediatricians, and Child Find.
- D. Contractor must recommend educators who actively participate in support services to receive Professional Activity Units (PAU) for credentialing.
- E. Contractor must transmit to the ECS designee all County-required paperwork and reports by the County's required due date.
- F. Contractor must not provide any services until the Contractor receives and accepts a request for services from the County and the County issues a written Notice-to-Proceed (NTP).
- G. The County makes no guarantee that any single Contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. Contractor selection will be based on requests, specific abilities to meet specific needs, , appropriateness of services, provider availability, geographic location, language, and ability to perform the services in the given timeframe.
- H. The Contractor must be available Monday through Friday during child care center hours of operation. For training and coaching, the Contractor must be available weekdays and weekends, during daytime and/or evening hours.
- I. In the event the County receives additional funding for services requested under this solicitation, the County reserves the right to expand the existing scope of services for any resulting contracts.
- J. The Contractor must abide by 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 complete, sign, and agree to adhere to the provisions stated in the Business Associate Agreement attached to this Contract. (Attachment B).
- K. The Contractor must abide by all applicable federal, State, and local laws and regulations. The Contractor must provide services under this Contract in accordance with the County's policies, procedures, guidelines, and timeframes.

### **III. STAFFING**

- A. The Contractor must ensure that vacancies will be filled promptly. If an unfilled vacancy is impacting service provision, the Contractor must provide documentation to the Contract

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Monitor of all efforts to hire staff so that services are provided in a timely and efficient manner.

- B. The Contractor must provide all personnel with training in the laws and regulations governing Infant and Early Childhood Mental Health Support Services (Scope 1 only) and MCCCSS policies and procedures (Scope 2 and Scope 3 only).
- C. For Scope 1 only, the Contractor must provide direct management support as listed below for all work requested by the County to ensure continuous quality service delivery:
  - 1. Attendance by key personnel identified by the Contract Monitor at regular contract meetings as requested and regular communication to the IECMHSS project Contract Monitor, including communication of contracting issues and/or issues related to licensed child care providers and families served as they arise.
  - 2. Submission of copies of all resumes, licenses, and degrees for all personnel who perform work under this Contract to the IIECMHSS Contract Monitor within 15 days of execution of this Contract and, for new personnel, within 15 days of hire, and provide a copy of professional licenses yearly or as renewed.
  - 3. Regular administrative and reflective supervision of all staff providing direct services under this Contract. Supervision sessions must occur at a minimum of one time per month , and may be more frequent if indicated by licensing guidelines, or if a performance need indicates an increase. Documentation of such sessions are to be submitted in an approved format to the designated County Monitor with their monthly invoice.
  - 4. If the Contractor is an organization, group, or agency, the applicant must name an administrative representative/designee to represent them fully as a liaison to the County.
  - 5. Attend regular monthly meetings sponsored by ECS to ensure that the consultants are aware of any developments that could affect implementation of services. Missing two consecutive meetings will result in the suspension of referrals. A face to face meeting with the Contract Monitor must occur before the suspension is lifted.
  - 6. Utilize the County's method to collect data which will be shared during meeting with Contract Monitor.
- D. For Scope 2 and Scope 3 only, the Contractor must provide direct management support listed below for all work requested by the County to ensure continuous quality service delivery:
  - 1. The Contractor must attend scheduled meetings. (Scope 2 – Training – two meetings a year; Scope 3 – Coaching – bi monthly meetings)

2. The Contractor must regularly communicate with the Training Coordinator including communication of contracting issues and/or issues related to training or coaching cases as they arise.
3. The Contractor must submit copies of all resumes, licenses, credentials, approvals, and degrees for all personnel who perform work under this Contract within 15 days of execution of this Contract and, for new personnel, within 15 days of hire, and provide a copy of professional licenses yearly or as renewed.

The parties understand, stipulate, and agree that neither the Contractor nor the employees, agents, and subcontractors of the Contractor are employees or agents of the County and, further, that the Contractor is acting in the capacity of an independent Contractor and shall not have the right to make any commitments for or on behalf of the County.

#### IV. MINIMUM QUALIFICATIONS

The Contractor must possess and maintain, throughout the term of the Contract, the following minimum qualifications and comply with the requirements listed below:

- A. In the provision of direct professional services for Scope 1 Infant and Early Childhood Mental Health Support Services, the Contractor must provide personnel who meet the following criteria:
  1. Meet the minimum professional requirements as set forth by the State of Maryland IECMHSS Standards (see <https://earlychildhood.marylandpublicschools.org/child-care-providers/iecmh-support-services>).
  2. Consultants must have a Master's degree, preferably in a human-services related field such as psychology, special education, social work or counseling, and be licensed in their respective field.
  3. Possess a minimum of 5 years of experience working with children from 0-5 years of age.
  4. Provide three (3) letters of recommendation from past clients.
- B. In the provision of direct professional services for Scope 2, the Contractor must provide personnel who meet the following criteria:
  1. Trainers must meet the minimum professional requirements as set forth by the Maryland State Department of Education Office of Child Care (MSDE – OCC) at <https://earlychildhood.marylandpublicschools.org/trainers/resources-trainers>, which at a minimum requires a Bachelor's, Master's or doctoral degree from an accredited college or university;
  2. Have a minimum of 5 years of experience working in a child care setting, or 4 years of experience supporting child care programs, or 1 year of experience as an instructor at college or university level;

3. Have completed Maryland's Trainer Orientation and been awarded an approved trainer certificate from the Maryland State Department of Education;
  4. Provide one (1) letter of reference from the Maryland State Department of Education stipulating no non-compliance issues in the past 2 years;
  5. Provide three (3) letters of recommendation from past clients;
  6. Provide evidence for completion of an MSDE approved Train the Trainer; and,
  7. Complete 12 hours of training related to training adults or specialized area each year.
- C. In the provision of direct professional services for Scope 3, the Contractor must provide personnel who meet the following criteria:
- a. Meet the minimum professional requirements as set forth by the Maryland Family Network and MSDE – OCC at <https://earlychildhood.marylandpublicschools.org/trainers/resources-trainers>.
  - b. Have a minimum of 3 years of experience working in a child care setting, or 4 years of experience supporting child care programs, or 1 year of experience as an instructor at college or university level;
  - c. Have knowledge of child care delivery system, quality improvement areas, inclusive child care, health, and business expansion, and sustainability;
  - d. Provide three (3) letters of recommendation from past clients; and
  - e. Complete 12 hours of training related to adult learning, or specialized subject matter each year.
- D. All Contractors must accept the County's fee structure detailed in Article IV., Compensation, of this Contract.
- E. All Contractors must comply with the County's Mandatory Insurance Requirements as set forth under Article IX., General Conditions and Insurance, of this Contract and must provide an insurance certificate(s) evidencing the required insurance coverage.
- F. All Contractors must be financially sound and must demonstrate their financial soundness by submitting to the County their most recent audited financial statements. In the case of a sole proprietor, an applicant can submit the prior year's tax return. All Contractors must submit additional data as requested by the County to help determine financial responsibility and resolve any questions concerning their financial soundness.
- G. For all employees, volunteers, and/or subcontractors ("Personnel") who will come into contact with clients served under this Contract, the Contractor must obtain the following, prior to services being delivered:
- a. An FBI Identification Record/Criminal History.

- b. A Child Protective Services Program (CPS) report based on the Personnel's state of residence for the past seven years. If the Personnel has lived in the State of Maryland for the past seven years, the County may assist with the CPS report.
- H. Prior to services being delivered, the Contractor must provide a signed affidavit to the County that assures that the employment records listed under Article IV. Staffing were obtained, are available to the County upon request, and the Contractor has cleared Personnel to come in contact with clients. The required affidavit format is attached to this Contract (Attachment K).
- I. The Contractor must ensure that no Personnel who has a verified history of child physical abuse, neglect, or sexual abuse, provides services under this Contract.
- J. The Contractor must require all Personnel to inform them of any change to their criminal history. The Contractor must inform the County immediately of any change to any Personnel's criminal or CPS history and certify that Personnel can continue to or will no longer provide services under this Contract. This notification must also be included in the monthly report per Article V., Reports, paragraph A. Monthly Report.
- K. Throughout the term of this Contract, the Contractor must submit additional affidavits for new Personnel as stated in I. who will come into contact with clients served under this Contract. New Personnel includes former employees, volunteers, and subcontractors who are rehired after any amount of time worked outside of this Contract.

## **V. REPORTS**

- A. Monthly Report - The Contractor must provide monthly reports to the County in a format approved by the County, no later than fifteen days following the end of each month. These reports must accompany the monthly invoice and must include the following information, at a minimum:
  - 1. Scope 1 - Infant and Early Childhood Mental Health Support Services:
    - a. Monthly cover sheets that will state the number of visits to the site, assessments completed, observations made including the classrooms specified and educators supported
    - b. Monthly activity sheets for consultants will identify the time on site and activities rendered during the month such as phone calls to Director or family; observations, referrals, research for services and/or attending an Individual Education Plan meeting
    - c. Plans of Action
    - d. Provider agreements
    - e. Releases of information
  - 2. Scope 2 - Training:
    - a. Copies of all training materials submitted to MSDE (Tier 1 only)
    - b. No reports applicable for Tier 2
    - c. All original documents and materials of developed training (Tier 3 only)

3. Scope 3 - Coaching:

- a. Monthly cover sheets
- b. Completed documentation in the County approved format to include inputting data into a database, submitting monthly cover sheets to include the number visits to the child care center, classroom coaching occurred and with which educators and if a case was opened or if it was an observation only.

**VI. COMPENSATION**

- A. The County will compensate the Contractor for services rendered at a pre-determined rate listed at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>  
This rate is inclusive of all administrative costs such as telephone, office supplies, computer usage, and similar costs. This rate applies to all services provided to the County by the Contractor in the course of providing Early Childhood Consultant services. This fixed hourly fee rate also applies to meetings that the County requires the Contractor to attend as stipulated in Article I., Paragraph E. The County will compensate the Contractor only up to the amount stated in the purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the purchase order(s) issued to the Contractor for that fiscal year that is based on the rates set forth on the DHHS website.
- B. Services must not be performed or compensated under this Contract prior to the execution of a County Purchase Order and Notice(s) to Proceed and the Contractor's receipt of said County Purchase Order containing a maximum compensation amount.
- C. Price increase requests beyond the County's set forth Fixed Rate Schedule, posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html> will not be approved. In the event these rates change, within 30 days of the effective date, the DHHS' Director or her/his designee will promptly notify the Director, Office of Procurement and the Contractor and forward the updated Fixed Rate Schedule, indicating the effective date of the new rates.
- D. No minimum number of hours is guaranteed to any Contractor under this Contract.

**VII. INVOICES**

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than the fifteenth day following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, at the rates set forth in Article VI. Compensation. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

## VIII. TERM

This Contract is effective on the date indicated on the signature page, and shall be for a two (2) 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 interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the Contract for two (2) additional two-year terms. Any additional renewal of this Contract is contingent upon fiscal appropriations, County needs, and the approval of the Contractor.

## IX. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("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 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 MINIMUM INSURANCE REQUIREMENTS – Early Childhood Consultants – Infant and Mental Health Support Services, Training and Coaching

Prior to the execution of the contract by the County, the proposed awardee/Contractor 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 with the County's being non-contributory.

#### Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate*** for bodily injury, personal injury, and property damage coverage per occurrence, including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors & Sub Contractors

Products and Completed Operations



Sexual Abuse and Molestation (SAM) Coverage

The Contractor shall maintain insurance coverage for Sexual Abuse and Molestation in an amount not less than ***one million dollars (\$1,000,000) per occurrence***. This coverage may be provided through a standalone policy or as an endorsement to the Contractor's Commercial General Liability or Professional Liability policies. The policy shall expressly provide affirmative coverage for acts of sexual abuse, molestation, or exploitation committed by employees, agents, Contractors, or volunteers of Contractor in connection with services rendered under this Contractor.

Professional Liability

The Contractor must maintain professional liability insurance with limits of not less than ***one million dollars (\$1,000,000) per claim***, covering acts, errors, or omissions arising out of the provision of professional services under this Contract. Such coverage must include, but not be limited to, liability for consultation, training, and coaching services related to early childhood mental health support, behavioral assessment, and program development. The insurance must remain in effect for the duration of the Contract and for a minimum of three (3) years following its termination to cover claims arising from services performed under this Contract.

Cyber Liability

If Contractor has access to Confidential Information, Privacy and Network Security coverage shall be maintained with limits of not less than ***one million dollars (\$1,000,000) per occurrence***. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability.

Workers' Compensation/Employers' 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***

Sub Contractor Requirements

Unless otherwise stated below the proposed awardee/Contractor shall require all sub Contractors to obtain, and maintain, insurance with limits equal to, or greater than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general and Contractor's excess/umbrella insurance policies, 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. 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.

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland  
Department of Health and Human Services / Monique Gardner  
401 Hungerford Dr., 6th Fl.  
Rockville, MD 20850

**X. 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:

- i. This Contract Document;
- ii. The General Conditions of Contract Between County and Contractor (Attachment A);
- iii. Business Associate Agreement (Attachment B);
- iv. Scope Selection Form (Attachment C);
- v. Application Form (Attachment D);
- vi. Minority Business Program & Offeror’s Representation (Attachment E);
- vii. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor and Minority, Female Disabled Person SubContractor Performance Plan (Collectively, Attachment F);
- viii. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (Attachment G);
- ix. Early Childhood Mental Health Consultation Policies and Procedures for (Attachment H- applicable only to Scope 1, Mental Health Consultant);
- x. MCCCSS Policies and Procedures (Attachment I- applicable only to Scope 2, Training);
- xi. MCCCSS Policies and Procedures (Attachment J-applicable only to Scope 3 Coaching); and,
- xii. Affidavit for Criminal Background Check (Attachment K).

**SIGNATURE PAGE**

This Contract, which incorporates the approved Form Contract, 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

\_\_\_\_\_  
Date

RECOMMENDATION

\_\_\_\_\_  
James C. Bridgers, Jr., Ph.D., MBA, Director  
Department of Health and Human Services

\_\_\_\_\_  
Date

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

## **ATTACHMENT C– SCOPE SELECTION FORM**

### **OPEN SOLICITATION #1190949**

**The attached application is for the following scope(s) of service. Check all that apply:**

1. Infant and Early Childhood Mental Health Support Services – Scope 1 ☐
2. Training – Scope 2 ☐
3. Coaching – Scope 3 ☐

**ATTACHMENT D - APPLICATION FORM  
OPEN SOLICITATION #1190949**

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

Please review and complete the following information. 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**

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Please list all Providers who will be utilized to provide services under the County's contract with your organization. If more space is needed, please duplicate this form.

<u>Provider Name</u>	<u>Services(s)</u>	<u>License/Certifications</u>
_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____

## **ATTACHMENT H**

### **Infant and Early Childhood Mental Health Support Services Policies and Procedures**

#### **Initiating Services**

1. The County's Educators will conduct an intake which will gather specifics of the potential client's needs.
2. The County will make an initial assessment of time required for services, location and/or specific expertise needed, and current availability of the Contractor to take the assignment/referral.
3. The County will initiate contact with the Contractor(s) regarding provisions of the specific request via email with specific information pertaining to the request.
4. Should there be specifics pertaining to the client such as language or a specific disability that a potential Contractor has significant experience then the County reserves the right to send those referrals to those Contractors only.
5. The Contractor must respond to the request for services via email indicating that they will accept the intake.
6. If two or more Contractors respond to the request, then the Contractor who responded first will receive the intake.
7. Should two Contractors respond at the same time and there is both capacity and time, then the County will consult with both Contractors to select which Contractor will be assigned the intake.
8. In the event there is a Contractor serving a client and another referral comes in from the existing client, priority may given to the existing Contractor for continuity of services, cost and or total of hours.
9. In the event the Contractor is serving a client and multiple intakes continue to be made for services, and capacity, quality and/or cost become an issue, the County may select another Contractor to offer services in order to avoid the client waiting for a service.
10. Where they may be two or more Contractors rendering IECMHSS at the same center it is expected that there be a collaborative relationship to ensure quality services.
11. The Contractor must make every effort to initiate services required by the County within 1 week of receipt of the intake.
12. The Contractor will complete a partnership agreement that will indicate:
  - a. Duration of consultation (not to exceed 1 year )
  - b. Number of hours of service to be rendered weekly

#### **Continuation of Services**

1. Should the Contractor have provided consultation services per the guidelines and there is a need for additional services beyond 4 months, then the Contractor must contact the County's designee at the end of the 3<sup>rd</sup> month with specific outcomes to be achieved and a proposed timeline requesting an extension for consultation.
2. If it is agreed that additional services are warranted, then a new partnership agreement is to be completed with all parties to continue services and submitted to the County at the 4 month reporting period.

#### **Discontinuing of Services**

1. The County will provide written communication via email to the Contractor if services are to be discontinued before the contracted time period due to dissatisfaction services, request of the center and/or family and or any other possible situation that would influence the quality of services.

# ATTACHMENT I- MCCCSS POLICIES AND PROCEDURES

## Training Expectations & Procedures

### Trainer Expectations

- Respect and address the needs of all adult learners by utilizing appropriate teaching methodologies;
- Respect each learner's knowledge and experience;
- Provide accurate, updated information that reflects best practice in the field, and is supported by appropriately reference bibliographies and handouts;
- Recognize and respect cultural differences and personal values;
- Ensure all information presented is consistent with all applicable licensing and training regulations;
- Deliver training using approved MCCCSS format;
- Identify and provide training materials (to include but not limited to: chart tablets, markers, group activity materials);
- If requested through work request, provide Coaching in the form of email, phone call, video conferencing or site visit

### Training Procedures:

#### Tier 1:

- 2-6 months prior to training delivery
  - MCCCSS will make a training request and determine if Coaching is required using a work request form.
  - Contractor will accept/deny within 5 business days.
- 2-4 weeks prior to training delivery
  - MCCCSS will finalize training logistics and register all participants.
  - Contractor will provide MCCCSS with an electronic copy of all training materials (to include, but not limited to: power point, assessment, trainer's outline, classroom activities, and handouts).
- 1 week prior to training delivery
  - MCCCSS will provide the Contractor with the final classroom count.
  - MCCCSS will provide chart stand, markers, and evaluations.
  - Contractor is responsible for providing their own audio/visual/media devices (to include but not limited to: lap top, in-focus projector, speakers, sound delivery system).
  - Contractor is responsible for providing copies of all classroom materials to all training attendees (to include but not limited to: power point in notes format with 3 slides, assessments, and handouts).
- Day of training delivery
  - Contractor is expected to arrive 30 minutes prior to beginning of the training.
  - MCCCSS will provide Educators to oversee sign in and coverage of site.
  - Contractor is expected to return classroom to its original configuration.
  - Contractor is expected to return all evaluations and assessments to MCCCSS Educators upon the completion of the training.

#### Tier 2:

- 1-6 months prior to training delivery



- MCCCCSS will make a training request and determine if Coaching is required using a work request form.
- Contractor will accept/deny within 5 business days.
- 2-4 weeks prior to training delivery
  - MCCCCSS will finalize training logistics and register all participants.
  - MCCCCSS will provide the Contractor with an electronic copy of all training materials (to include, but not limited to: power point, assessment, trainer's outline, classroom activities, and handouts).
- 1 week prior to training delivery
  - MCCCCSS will provide the Contractor with the final classroom count.
  - MCCCCSS will provide chart stand, markers, and evaluations.
  - MCCCCSS will provide all audio/visual/media devices (to include but not limited to: lap top, in-focus projector, speakers, sound delivery system).
  - Contractor is responsible for providing copies of all classroom materials to all training attendees (to include but not limited to: power point in notes format. with 3 slides, assessments, and handouts).
- Day of training delivery
  - Contractor is expected to arrive 30 minutes prior to beginning of the training.
  - MCCCCSS will provide Educators to oversee sign in and coverage of site.
  - Contractor is expected to return classroom to its original configuration.
  - Contractor is expected to return all evaluations and assessments to MCCCCSS Educators upon the completion of the training.

#### Tier 3:

- MCCCCSS will make a training development with targeted completion date.
- Contractor will accept/deny within 5 business days.
- MCCCCSS will determine a time line and review progress on a routine schedule.
- Contractor is responsible for submitting:
  - Finalized presentation in Microsoft PowerPoint to include presenter notes and required slides as determined by MCCCCSS.
  - Finalized instructor outline, assessment tool, agenda, and list of supplies in Microsoft Word as required by Maryland State Department of Education-Office of Credentialing to include, but not limited to, time limits, topics, activity, and bibliography.
  - Finalized handouts in Microsoft Word using MCCCCSS format.
  - Scanned copies in adobe acrobat of articles with gained permission.
  - Video or audio files in QuickTime.

## **ATTACHMENT J-MCCCCSS POLICIES and PROCEDURES**

### **Coaching Expectations & Procedures**

#### **Coaching Coach Expectations**

- Respect and address the needs of all adult learners by utilizing appropriate coaching methodologies;
- Respect each child care provider's knowledge and experience;
- Provide accurate, updated information that reflects best practice in the field, and is consistent with all applicable licensing and training regulations;
- Recognize and respect cultural differences and personal values;
- Provide Coaching in the form of email, phone call, video conferencing or site visit.

#### **Coaching Procedures:**

- MCCCCSS will make a Coaching request using a work request form.
- Contractor will accept/deny within 5 business days.
- MCCCCSS will notify program/provider of consultant's name and contact info and in turn provide contact information to the Contractor.
- Contractor will set up first meeting to gather information and complete appropriate paperwork.
  - Contractor will establish a file system using MCCCCSS format.
- Once information is gathered, Contractor will conduct observations and assessments to identify goals.
- An action plan is developed between the provider/program and the Contractor.
- Contractor will support program through a practice based coaching methodology which includes site visits, phone calls, emails, and meetings as agreed upon with MCCCCSS and work request.
- Contractor will conclude coaching and request a closing survey from program/provider.

ATTACHMENT K

AFFIDAVIT

I, \_\_\_\_\_ (printed name of affiant along with the of, title, or job designation, if applicable), make this affidavit and certify that per the terms and conditions \_\_\_\_\_ (contract #) that the following individuals have received an FBI Identification Record/Criminal History and a Child Protective Services Program (CPS) report based on the employee's state of residence for the past seven years:

- 1.
- 2.
- 3.
- 4.
- 5.

I swear that the information in this affidavit is personally known by me to be correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Signature of Affiant**

\_\_\_\_\_  
**Affiant (printed name)**

I, the undersigned Notary Public, do hereby affirm that \_\_\_\_\_ (printed name of affiant along with the of, title, or job designation, if applicable), personally appeared before me on the \_\_\_\_ day of December 20\_\_, and signed the above Affidavit as his free and voluntary act and deed.

\_\_\_\_\_  
**Notary Public**