

**Open Solicitation #1192324
Outpatient Mental Health Services**

INSTRUCTIONS AND VENDOR INFORMATION

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 submit all the below-listed mandatory submission/application documents to:

Via e-mail to PHSSR@montgomerycountymd.gov

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

- A. Application/Vendor Information Form (Attachment C)
Please complete in its entirety, Applicants must check-off profit, non-profit, or sole proprietorship designation.

- B. Form Contract and the Contract Attachments
The form contract must be filled out correctly and submitted. Please follow these steps:
 - 1. Sign the Form Contract. If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.

 - 2. Please do not put a date in the paragraph at the top of the page. Enter a date only in the signature block.

 - 3. Submit all pages of the Form Contract (not just the signature page), including all attachments.
 - a. General Conditions of Contract Between County & Contractor, (Attachment A):

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<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>

- b. Business Associate Agreement (Attachment B):
<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
 - c. 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>
 - d. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County & Contractor:
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf>
 - e. Minority Business program & Offeror's Representation – Optional: this form may be filled out and submitted if applicable to the applicant's organization.
<https://www.montgomerycountymd.gov/pro/resources/files/solform/pmmd-90.pdf>
- C. 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 and must be attached to the application.
- D. Insurance Certificate: A copy of 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. Contact your insurance broker to obtain the Certificate.
- E. Accreditation/Licenses: A copy of your current accreditation and license(s) issued in accordance with COMAR 10.21.20 and COMAR 10.63 for an outpatient mental health program for each facility in which your agency is offering to provide services.
- F. Financial Information – A copy of your agency's most recent audited financial statement.

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- G. Proof of legal name – articles of incorporation, and if applicable, articles of amendment.
- H. W-9 form or copy of Social Security card if sole proprietorship.
- I. Proof of tax-exempt status, Determination letter from IRS if applicable.
- J. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation (SDAT).

II. Minimum Qualifications

The applicant must have and maintain minimum qualifications for this open solicitation throughout the duration of this contract and any subsequent renewal terms. The Minimum Qualifications for this Open Solicitation are detailed under Article II, Scope of Services, subparagraph A.

III. Instructions:

- A. Please complete, attach, and send all Submission Documents via email to:
PHSSR@montgomerycountymd.gov
- B. If your application meets the Minimum Qualifications stated in the Pre-Approved Form Contract and your organization is found to be responsible, your application will be accepted, approved, and the County will execute the contract and return a copy to you. Once you receive notice from the County of an executed contract and purchase order, you may begin to provide services to clients as described in the Form Contract.
- C. A copy of the County's General Conditions of Contract between 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.
- D. The County makes no guarantee that any single contractor will receive referrals or serve patients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation are patient-

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driven in that patients will choose the provider from which they wish to receive services.

- E. Award of a contract under this Open Solicitation is subject to fiscal appropriations.
- F. The County reserves the right to cancel this Open Solicitation at any time.

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I. BACKGROUND/INTENT

- A. The Montgomery County Department of Health and Human Services (DHHS) requires qualified and licensed entities to provide outpatient mental health services to adults, seniors, children, and adolescents (“patients”) who reside in Montgomery County through community-based Outpatient Mental Health Clinics.
- B. The Contractor was selected under Open Solicitation #1192324, Outpatient Mental Health Services, to provide services in accordance with the Open Solicitation and this Contract.
- C. By signing this Contract, the Contractor asserts that it meets the minimum qualifications and that the Contractor agrees to provide all goods and services required under this Contract.
- D. The County makes no guarantee that any single contractor will receive referrals or serve patients under this Contract. The services to be provided under this Contract are patient-driven in that patients will choose the provider from which they wish to receive services.

II. SCOPE OF SERVICES

A. Minimum Qualifications

The Contractor must have and maintain the following minimum qualifications throughout the duration of this Contract term and any subsequent renewal terms:

- 1. The Contractor must be accredited and licensed to provide outpatient mental health services, as required by COMAR 10.63 for the duration of the Contract term. The Contractor must submit a copy of its current accreditation and license with the application. The Contractor must provide updated certificates and licenses to the County as requested.
- 2. The Contractor must have the ability to obtain reimbursement through the State of Maryland’s Public Behavioral Health System (PBHS) Fee-For-Service (FFS) for patients approved by the Maryland Department of Health’s (MDH) designated Administrative Services Organization (ASO).

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3. The Contractor must meet the County's Mandatory Insurance Requirements as set forth in Article VIII. General Conditions and Insurance and must provide insurance certificates to the County as required.
4. The Contractor must have the capability and capacity to begin providing outpatient mental health services to patients upon execution of the Contract by the County's Director, Office of Procurement.
5. The Contractor must accept the County's fee structure as set forth in the Contract for providing outpatient mental health services for uninsured, Medicare, and PBHS FFS patients. The fee structure is also located at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>
6. The Contractor must demonstrate evidence of their financial status and organizational solvency by submitting to the County their most recent financial statements. The Contractor must submit additional data, as requested by the County, to resolve any questions concerning their financial status.
7. The Contractor must provide the space to operate the program within Montgomery County, Maryland. The Contractor must offer the services at a site that is readily accessible by public transportation. The Contractor's facilities must be in compliance with all federal, State, and local fire, health, and safety codes.

B. General Requirements

1. The Contractor must provide outpatient mental health services based upon the Contractor's license, accreditation, and application to provide services under this Contract and as determined by the State of Maryland standards set forth in COMAR 10.21.20 and COMAR 10.63, as promulgated by the MDH.
2. Patients may be referred by various County resources/providers, both public and private, and may also self-refer.

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3. 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 outpatient mental health treatment services program that is approved by the County and describes its organization, the services provided, and meets all requirements defined in COMAR 10.21.20 and COMAR 10.63.

4. The Behavioral Health and Crisis Services (BHCS) office, within 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 must adhere to CLAS in the provision of services under this Contract. For more information about CLAS, please see <https://thinkculturalhealth.hhs.gov/clas>.

5. The Contractor must comply with Montgomery County's DHHS Background Clearance policy requirements for staff, subcontractors, and volunteers serving patients. Please see link for policy: <https://www.montgomerycountymd.gov/HHS/Resources/Files/pdfs/background%20check%20policy.pdf>.

6. 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 patient. The Contractor must provide copies of formal agreements to the County upon request. The Contractor must sign and comply with the County's Business Associate Agreement which is incorporated by reference and made part of this Contract as Attachment B.

7. The Contractor must be responsive to the County's needs and collaborate with program staff to ensure that services are provided appropriately.

8. The County has the right to conduct unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of

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the Contract and reserves the right to access all program files and materials of the Contractor.

III. RECORDS AND REPORTS

- A. The Contractor must develop, implement, and maintain a system of written records, approved by the County, which conform to the standards for outpatient mental health services as specified by COMAR 10.21.20 and COMAR 10.63. The Contractor must make available to the County all patient records, including specific medical information contained therein, upon request by the County. The Contractor may release a patient's record to other agencies or individuals only in accordance with existing laws, regulations, and ethical requirements.

- B. The Contractor must provide an annual certified financial audit report 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 Contractor under this Contract, must report the death within 24 hours to the County's Local Behavioral Health Authority (LBHA), in a format approved by the County, in accordance with Maryland Health General Article §10-714, "Reports of Deaths."

- D. The Contractor must conduct a consumer satisfaction survey subject to approval by the County for patients 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 the services provided by this organization?

Survey Responses ranging from Very Helpful to Not Helpful, and/or Not Applicable.

- E. The Contractor must submit a monthly report of outpatient mental health services in a County-approved format to the County's Contract Monitor, no later than fifteen (15) days following the end of each month.

The Contractor's monthly reports must contain monthly and unduplicated year-to-date data for patients served to include, but not limited to:

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1. Unduplicated patient count;
 - a. Demographic data
 - b. Contract criteria type; and
 2. Count of patients that received services during month by Contract criteria type (See listed criteria under Section V. Compensation, Paragraph A, of this Contract).
- F. 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. 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.
- G. At the County's request, the Contractor must submit any other written statements, records, and reports which may include a breakdown of administration costs.

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, in a County-approved format. The following outcome measure must be reported on and derived from the collected data on patients served:

A consumer satisfaction rate: Goal--85% will report that services were "helpful" or "very helpful" on the satisfaction survey.

V. COMPENSATION

- A. The County will reimburse the Contractor "a management fee" for administrative, management, and reporting costs for patients receiving a billable service (as defined by the Maryland Administrative Services Organization) within the last 30 days.

These rates will be published on the County's Department of Health and Human Services' website located at:

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

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In the event these rates change, within 30 days of the effective date, DHHS Director or her/his designee will notify the Director, Office of Procurement, and the Contractor and forward the updated “Basic Compensation Rate Sheet” (Attachment D) indicating the effective date of the new rates.

These rates are to be paid from funds encumbered for this Contract for patients enrolled in the Contractor’s Outpatient Mental Health Clinic (OMHC) program that meet the following criteria types:

1. Uninsured patients,
2. Medicare recipients, or
3. Public Behavioral Health System’s Fee for Service recipients.

- B. The Contractor must hold the County harmless for the Contractor’s failure to collect any patient or third-party payments for services rendered as part of the Maryland Public Behavioral Health System’s Fee for Service and must not seek to supplant available funds from other funding sources with funds provided under this Contract.
- C. No services must 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 the maximum compensation amount.
- D. Compensation must not exceed funds appropriated by the County and encumbered into the County Purchase Order issued to the Contractor.

VI. INVOICES

The Contractor must submit monthly invoices, electronically, via email, to the County or its designee(s) with all required supporting documentation and reports in a format approved by the County no later than 15 days 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 established current Contract term rate.

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VII. TERM

This Contract is effective upon signature by the Director, Office of Procurement, and is effective for two (2) years. 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. 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 terms of up to two (2) years each. Any renewal of this Contract is contingent upon fiscal appropriations.

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, Insurance, of the General Conditions.

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Operation of an Outpatient Mental Health Clinic Providing Services to Adults, Seniors, Children, and Adolescents

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:

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Contractual Liability
Premises and Operations
Independent Contractors & Subcontractors
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 Contract.

Professional Liability (Medical)

The Contractor must maintain professional liability insurance with limits of not less than **one million dollars (\$1,000,000) per claim, three million dollars (\$3,000,000) in the aggregate** covering acts, errors, or omissions arising out of instructional, educational, or advisory services performed under this Contract. Coverage shall include, but not be limited to, claims resulting from negligent training content, curriculum design, instructional delivery, or evaluation of participant performance in the areas of workforce development, health promotion and wellness, academics, and social justice. The policy must cover both on-site and virtual services and extend to subcontracted instructors or facilitators performing work under this Contract.

Cyber Liability

The Contractor must maintain cyber liability insurance with limits of not less than **one million dollars (\$1,000,000) per claim**, covering data breaches, unauthorized access, or other security incidents involving personally identifiable information collected or stored through program activities, including participant registration records, training attendance logs, and reports submitted under Section III of this Contract. The policy shall expressly provide, but not be limited to, coverage for the following: (i) the unauthorized use or access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal or health-related information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and (vii) privacy liability.

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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

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors 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.

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
401 Hungerford Dr., 6th Floor
Rockville, MD 20850

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IX. 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:

1. This Contract Document;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. Business Associate Agreement (Attachment B);
4. Application/Vendor Information Form (Attachment C); and
5. Basic Compensation Rate Sheet (Attachment D).

SIGNATURE PAGE FOLLOWS

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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 and
legality by the Office of the County Attorney.

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Attachment A

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

Please use the link for the current General Conditions of Contract Between County & Contractor:

<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>

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Attachment B

Business Associate Agreement

Please use the link for the current Business Associate Agreement:

<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>

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Attachment C

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.:

Licensed Site(s)

1. NAME: _____

ADDRESS: _____

2. NAME: _____

ADDRESS: _____

Signature of Person Completing this Form

Title

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Attachment D

Basic Compensation Rate Sheet

Population	Monthly Rate
Medicare Patients	\$43.75 per client receiving services per month
Public Behavioral Health System Fee for Service (Medicaid)	\$43.75 per client receiving services per month
Uninsured Patients	\$43.75 per client receiving services per month