

WASHINGTON COUNTY HEALTH DEPARTMENT

1302 Pennsylvania Avenue

Hagerstown, MD 21742

RFP 2019-05

Behavioral Health Crisis Stabilization and Walk-in Crisis Center



Brenda Cole 4-18-19



RFP 2019-05

Request for Proposal

THE WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND
1302 PENNSYLVANIA AVENUE
HAGERSTOWN, MD 21742

PHONE: 240-313-3216 FAX: 240-313-3344

Behavioral Health Crisis Stabilization and Walk-in Crisis Center

DATE ISSUED: April 18, 2019

SUBMIT PROPOSALS TO:

Washington County Health Department Division of Administration – Purchasing Office, Room 306
Attention: Brenda Cole
1302 Pennsylvania Avenue
Hagerstown, MD 21742

PRE-BID CONFERENCE: (MANDATORY) Monday, April 29, 2019 at 10:30 A.M.

Washington County Health Department, Conference Room 313
1302 Pennsylvania Avenue, Hagerstown, MD 21742

PROPOSAL SUBMISSION DEADLINE:

No later than **10:00 A.M., Friday, May 24, 2019**

OPENING LOCATION:

Washington County Health Department Conference Room 313
1302 Pennsylvania Avenue Hagerstown, MD 21742

If indicated below (✓) and not waived by the Washington County Health Department, Bidders shall be required to provide the following:

 X A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See “Bid Bonds – Section 2” of the General Conditions and Instructions to Bidders.

 X A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See “Bid Bonds – Section 2” of the General Conditions and Instructions to Bidders.

 X A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See “Bid Bonds – Section 2” of the General Conditions and Instructions to Bidders.

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REQUEST FOR PROPOSAL

“Qualifications and Experience”

Behavioral Health Crisis Stabilization and Walk-in Crisis Center

The Washington County Health Department of Washington County, Maryland, (WCHD) will accept proposals from qualified organization interest in implementing and operating the Behavioral Health Crisis Stabilization and Walk-in Center to be co-located with the Washington County Health Department Behavioral Services Division at 925 N. Burhan’s Boulevard, Hagerstown, MD.

The Washington County Health Department (WCHD) is part of the Maryland Department of Health (MDH), as well as an agency of Washington County Government. The Division of Behavioral Health is a division under the WCHD that serves as the Local Addiction Authority, which aims to provide leadership and guidance to the community behavioral health providers to ensure delivery of quality services.

The Washington County Mental Health Authority (WCMH) is a non-profit agency established by Washington County Government to serve as the Local Mental Health Authority. Washington County Mental Health Authority has been responsible for planning, developing and monitoring mental health services in Washington County to improve the quality of life for the citizens with mental illness. Washington County Mental Health Authority has also been an advocate for consumers at the state and local levels and has been a resource for providers and the general public.

The Department of Behavioral Health Services and Washington Count Mental Health Authority are committed to enhancing the behavioral health and wellness of individuals, families, and communities through:

- The promotion of behavioral health and wellness, prevention, early intervention, treatment and recovery;
- The creation of leadership of an integrated network of providers that promotes universal access to comprehensive, data-driven services; and
- Advocacy and leadership of behavioral health-related efforts to align resources, programs, and policy.

One (1) original and six (6) copies of submittals of Qualifications & Experience / Technical information from consultants enclosed in a *separate*, sealed opaque envelope marked **“Q&E / Technical Proposals – Behavioral Health Crisis Stabilization and Walk-in Crisis Center”** and One (1) original and six (6) copies of the technical proposal and the Price Proposal shall be enclosed in a *separate*, sealed opaque envelope marked **“Price Proposal – Behavioral Health Crisis Stabilization and Walk-in Crisis Center”** must be submitted and time-stamped into the office of Brenda Cole, Washington County Health Department Purchasing Department, 1302 Pennsylvania Avenue, Third Floor, Room 306, Hagerstown, Maryland 21742, **no later 10:00 A.M. (EDT local time), Friday, May 24, 2019. Pre-Bid Conference will be held on Monday, April 29, 2019 at 10:00 A.M.** at 1302 Pennsylvania Avenue, Room 313, Hagerstown, MD. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed, in writing, to Brenda Cole, Procurement Specialist at the above address or through email to Brenda Cole at Brenda.Cole@maryland.gov.

Proposal documents are available immediately from the Washington County Health Department website: <https://washcohealth.org> and <https://emarylandmarketplace.com>. Inquiries should be directed to the Brenda Cole at 240-313- 3216.

reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of WCHD and Washington County.

By Authority of:

 01.18.2019

Daniel Triplett
Administrator

WASHINGTON COUNTY HEALTH DEPARTMENT OF WASHINGTON COUNTY, MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County Health Department’s Purchasing Agent or (hereinafter “Purchasing Agent”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the Washington County Health Department prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter “County”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Health Department Purchasing Office shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the Washington County Health Department or by the Bidder, WCHD reserves the right to make award on all items, or on any of the items according to the best interests of WCHD. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of WCHD.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County or Washington County Health Department upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County or WCHD, or had failed to perform faithfully any previous contract with the County or WCHD. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

WCHD may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant WCHD access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. WCHD shall not be responsible for the premature opening of Bids if not properly addressed or identified.

7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County or WCHD under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. Erasures or changes in bids must be initialed.

10. **General Guaranty:** Bidder agrees to:

- a. Save WCHD, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect WCHD against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. **Illegal Immigrants:**

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including

completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.

- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.
12. **Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's Insurance Requirements for Independent Contractors Policy, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Office within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to WCHD. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to WCHD at least ten (10) calendar days prior to the expiration.
13. **Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brenda Cole – Purchasing Agent
Washington County Health Department
1302 Pennsylvania Avenue, Room 306
Hagerstown, MD 21742
EMAIL: Brenda.cole@maryland.gov/ FAX: 240-313-3344

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate WCHD to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. WCHD shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE WASHINGTON COUNTY HEALTH DEPARTMENT. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by WCHD after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** WCHD assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.

17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland— State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County or the Washington County Health Department, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to WCHD.
20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by WCHD. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to WCHD for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Health Department Purchasing Office promptly on or before, time, date, and place stipulated on the Invitation to Bid. NO bids received after such stipulated time and date will be considered by WCHD. Facsimile Bids will not be accepted.
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process.
24. **Reservations:** WCHD or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of WCHD and/or the County. WCHD also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. WCHD reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to WCHD. WCHD reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as

shall, in its judgment, be in the best interest of WCHD.

25. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
26. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain WCHD's written approval prior to bid opening. Substitution requests must be received in the Purchasing Office no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
27. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. WCHD is exempt from State of Maryland Sales Tax. WCHD's Maryland Sales Tax Exemption Number is 30001292. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by WCHD) and return it to the Purchasing Agent.
 - d. WCHD hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
 - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the Washington County Health Department may reject the bidder's bid."
28. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by WCHD prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to WASHINGTON COUNTY HEALTH DEPARTMENT of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.

2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to WASHINGTON COUNTY HEALTH DEPARTMENT of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to WCHD, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.
3. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to WCHD to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
4. **Samples:** The Purchasing Office reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Office that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Office shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Office" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.
5. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain WCHD's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible

Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of WCHD to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of WCHD to accept it.

2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and WCHD.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind WCHD to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** WCHD may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to WCHD all such information and data for this purpose as WCHD may request. WCHD reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy WCHD that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the County or to WCHD on a debt or contract or is a defaulter on surety to the County or to WCHD.

- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind WCHD to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, WCHD will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, WCHD shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to WCHD for the purchase of such articles. WCHD's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon WCHD unless made in writing and signed by WCHD or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by WCHD in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to WCHD for costs to WCHD in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future WCHD contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by WCHD as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the WCHD Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by WCHD as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re- execute, correct or repair without cost to WCHD, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement

and/or re-execution.

- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to WCHD against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of WCHD, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with WCHD, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- 6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
- 7. **Non-Discrimination:** No Bidder who is the recipient of County or WCHD funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, WCHD may in its discretion, cancel the contract.
- 9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.
- 10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the WCHD Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
- 11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

- b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

12. **Termination for Convenience:** The performance of work under this Contract may be terminated by WCHD in accordance with this clause in whole, or from time to time in part, whenever WCHD shall determine that such termination is in the best interest of WCHD. WCHD shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by WCHD. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse WCHD, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or WCHD may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall
4. be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on WCHD for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
5. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County Health Department as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
6. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods. The Purchase Order Number, The Name of the Article and Stock Number (Supplier's), The Quantity Ordered, The Quantity Back Ordered, and The Name of the Contractor
7. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, WCHD may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
8. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by WCHD. However,

if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.

9. Time of Delivery: Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or State Holidays, unless otherwise arranged with WCHD.

Behavioral Health Crisis Stabilization Walk-In Center

Project Overview

Washington County continues to see a rise in the number of opioid related deaths similar to most other counties in the State of Maryland and most jurisdictions throughout the United States. In 2017 there were 309 overdoses and 39 deaths. In 2018, there were 347 overdoses and 63 deaths. In 2018 there was a 55% increase in opioid related deaths and the overall opioid related death rate increased by 5%. The effects of this crisis has been far reaching and has required more resources and treatment options for those in need of behavioral health services. The epidemic has also put a strain on all behavioral health services, emergency services, law enforcement and the local hospital. In an attempt to combat the opioid crisis in Washington County, the Crisis Intervention team and the Senior Policy Group have received funding to establish a 24/7 Behavioral Health Crisis Stabilization Center to increase mobile crisis services.

The 24/7 clinical crisis walk-in service will be the hub of our county crisis response system because people need services that are accessible in a timely manner to reduce, and possibly deter, the crisis situation. This service would be available for all walk-in customers who are experiencing a behavioral health issue and require a short term intervention until a more appropriate, long-term treatment referral can be obtained from a provider. The Mobile Crisis Team may also refer individuals to whom they have responded to the 24/7 walk-in service. The walk-in service would have the capability of providing screening and assessments, crisis stabilization (including medication), brief treatment and linkage to resources appropriate to specific needs. Staffing would consist of psychiatrist, nurse practitioner, therapists, peer support, security, and administrative support to address all aspects of a personal crisis. The Crisis Stabilization Center would be located in the empty space that was once utilized by the Washington County Health Department Division of Behavioral Health Services' Outpatient Addictions Services at 925 N Burhan's Blvd, Hagerstown Maryland. This location is central to the downtown area and can be easily accessed by public transportation. This location could provide 10 to 12 slots for adults and 6 slots for adolescents for up to 23 hours.

SUPPLEMENTAL TERMS AND CONDITIONS

1. General Requirements:

- a. The Washington County Health Department of Washington County, Maryland, (WCHD) will accept proposals from qualified organizations to implement and operate a Behavioral Health Crisis Stabilization and Walk-in Center for individuals in mental health or opioid addiction crisis.
- b. The crisis center will be located in conjunction with the DBHS at 925 N. Burhan's Boulevard, Hagerstown, MD.

2. Legal Requirements:

- a. The organization agrees to comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to employment of minors, the Executive Order 11246 (Equal Opportunity) and the Occupational Safety and Health Act of 1970.
- b. The organization shall be responsible for administration costs, payroll, Federal and Maryland taxes, unemployment compensation costs and insurance.

3. Equal Employment:

WCHD expects that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex and age. In addition, the Contractor further certifies that he now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices. By signature hereon the Contractor agrees and affirms that he accepts and will conform to the Washington County Affirmative Action Program.

- 4. Bidder Qualifications:** The organization personnel shall be qualified to serve and operate a Crisis Center and staff providing services shall be licensed as required by state law.

5. Termination for Convenience:

The performance of work under this contract may be terminated by the WCHD in accordance with this clause in whole, or from time to time in part, whenever the WCHD shall determine that such termination is in the best interest of the WCHD. The WCHD will pay all reasonable costs associated with this contract, as determined by the WCHD to be reasonable, that the Contractor has incurred up to the date of termination and all reasonable costs, as determined by the WCHD to be reasonable, associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

- 6. Funding:** After the initial funding period, it is envisioned that the services will become billable and the program will need to be sustainable in a fee for service environment. The vendor has the right to seek third party funding through outside sources. The vendor will be responsible to obtain licensure and accreditation to provide services. Funds are to be used as startup funding for the Behavioral Health Crisis Stabilization and Walk-in Center per the conditions set forth in this RFP. The provider will follow the Summary of Certain Federal Fund Requirements and Restrictions (Attachment I) and Condition of Awards (Attachment II). The provider will also complete the following Certification Regarding Environmental Tobacco Smoke, Certification Regarding Lobbying and provide information for the completion of the Federal Awarding Agency Review Risk Posed by Applicants. Once the award has been granted, the vendor is expected to

start services in a timely manner, ideally within 45-60 days' post award.

Sub-recipients of State and Federal Funds shall neither:

- 1) Deny admission nor continued stay for a patient solely due to being on full or partial opiate agonist therapy medication regardless of dose;
- 2) Make admission contingent upon eventual detoxification from full or partial opiate agonist;
- 3) Nor limit the number of patients on full or partial opiate maintenance or detoxification that are admitted to the program.

If the WCHD fails to appropriate funds or if funds are not otherwise made available for continued performance for any portion of a contract term or fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the period or fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WCHD's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the WCHD from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The WCHD shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first or portion of any contract term.

7. Interpretations, Discrepancies, Omissions: Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 12; no requests received after **4:00 P.M. on Monday, May 6, will be considered. All questions must be presented in writing, or email.**

8. Contract Period: Fiscal year 2019 funding is from February 1, 2019– September 29, 2019; Fiscal year 2020 funding is October 1, 2019 to September 29, 2020. After the initial funding period, it is envisioned that the services will become billable and the program will need to be sustainable in a fee for service environment. The vendor has the right to seek third party funding through outside sources. The vendor will be responsible to obtain licensure and accreditation to provide services. Funds are to be used as startup funding for the Behavioral Health Crisis Stabilization and Walk-in Center per the conditions set forth in this RFP. The provider will follow the Summary of Certain Federal Fund Requirements and Restrictions (Attachment I) and Condition of Awards (Attachment II). The provider will also complete the following Certification Regarding Environmental Tobacco Smoke, Certification Regarding Lobbying and provide information for the completion of the Federal Awarding Agency Review Risk Posed by Applicants. Once the award has been granted, the vendor is expected to start services in a timely manner, ideally within 45-60 days' post award.

9. Contractor Selection Process:

- a. The Washington County Health Department Selection Committee will evaluate responses to this request and select those organizations judged to be most qualified and experienced and that can begin the project immediately or the latest 45-60 days' post award.
- b. The Washington County Health Department will open and review each applicant's Combined Q&E Proposal and Technical Proposal to determine qualifications and experience as they relate to the proposed services. If the Committee determines that an applicant's Combined Q&E Proposal and Technical Proposal is acceptable, the envelope containing the applicant's Price Proposal will then be opened.
- c. **While the lowest responsive Price Proposal will not necessarily be the basis of selection, price will be a consideration in the selection process.**
- d. Since it is the Washington County Health Department's desire to select the most qualified organization the

Committee reserves the right to schedule oral presentations, of those agencies deemed most qualified, to take place within ten (10) business days following notification.

e. **Selection criteria to be used by the Committee are:**

1. Responsiveness to the scope of work and instructions;
2. If applicable, past performance of the agency including contract compliance, timely completion of timeline tasks, compliance with scope of work performed within budgetary limitations, timely and accurate submission of reports/invoices and participant satisfaction;
3. Specialized experience and qualifications of staff members who will be involved with this contract;
4. Oral presentations, if required;
5. If required, letters of reference for whom their agency has provided medical crisis center services of similar nature in the past (3) years. References must include the individual's name, title, company name, telephone number and contact information;
6. Timeframe for completion of project;
7. Price proposal, budget narrative.

10. Form of Contract:

- a. The successful Bidder shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) calendar days after notification of award.
- b. The Washington County Health Department may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material change in the scope of work or in the cost of performing because of a material change may be made by the Contractor or the County without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.
- c. The WCHD reserves the right to terminate the contract at any time by giving the Contractor written notice ten (10) calendar days prior to the termination date.

11. Notice of Award:

Notice to proceed shall be given to the successful organization by no later than 10 business days from the proposal opening.

12. Payment/Reimbursement:

- a. The Contractor shall accept payment in full from the WCHD for work completed.
- b. The Contractor must submit to the Washington County Health Department, 1302 Pennsylvania Avenue, Hagerstown, MD 21742, Attention: Brenda Cole an invoice for completed work. Payment for such work will be paid within a two-week period from receipt of such invoice.

13. Compliance with Federal HIPAA and State Confidentiality Law:

- a. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4- 301 et seq. MCMRA). This obligation includes:
 - 1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 - 2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - 3. Otherwise providing good information management practices regarding all health information and medical records.
- b. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment B. The fully executed business associate agreement must be submitted within ten (10) working days after notification of selection, or within ten (10) days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
- c. Protected Health Information as defined in the HIPAA regulations at 45 CFR §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

Behavioral Health Crisis Stabilization and Walk-in Crisis Center

I. Scope of Work/Specifications:

A. The Behavioral Health Crisis Stabilization and Walk-in Center vendor will provide the following:

1. **Behavioral Health Screening:** Upon entry to the center, individuals will be screened for social, medical, and behavioral health needs including co-occurring disorders to ensure a “no wrong door” experience for persons served. The intake policy and procedure should at minimum address communicable and infectious diseases and the possibility of bed bugs, lice or other hygiene related sources of infestation,
2. **Monitoring:** Patients will be continually monitored in regular intervals for improvement or decline during their 23 hours stay. Exceptions can be made by an approved supervisor if a stay of longer than 23 hours is required.
3. **Crisis Stabilization:** Crisis services are to be a continuum of services that are provided to individuals experiencing a behavioral health crisis. The goal of stabilization services is to stabilize and improve symptoms of distress and engage persons served in treatment that addresses the event that caused the crisis. The clinic will provide a nonthreatening, soothing atmosphere with 23- hour stabilization chairs, behavioral health assessments, access to psychiatry services, mobile crisis and peer support services.
4. **Real-time connection to treatment and peer recovery services:** Individuals served in the crisis center will be connected to services that meet their individual needs and follow the care plan that is developed by them with their crisis team, including clinical staff and peer support. Care plans will cover all identified needs in all life domains; substance use disorder, mental health, housing, vocational, legal, medical, spiritual, and entitlements. Individuals discharged from the crisis center will have the benefit of continued services for 30 days after discharge, including 24-hour follow up after discharge and weekly check-ins either face to face or by phone. Individuals may drop in if there is a need for further stabilization services. Drop-in or follow up meetings, within a 30- day window, will not count as a readmission.
5. **Initiate Buprenorphine inductions to individuals with opioid use disorders:** The provider will have the ability to provide Buprenorphine inductions for individuals requesting that treatment modality. The waived physician can be onsite or provide services through telemedicine. The waiver provider will be able to schedule visits after the induction to insure compliance and until a referral has been made to a provider for continuity of care.

- B. The Crisis Stabilization and Walk-in Center will be community-based, peer driven and provide an alternate intervention for individuals refusing transport by EMS to an emergency department or high risk contact with EMS, police and crisis response system. The provider will work with WCHD/DBHS, WCMHA, Law Enforcement, EMS, Meritus Medical Center, Mobile Crisis Services, and Emergency Management Services to develop, implement and revise as needed, a policy and procedure regarding transportation, admissions, and redirect admits to a higher level of care.

- C. / The Crisis Stabilization and Walk-in Center will serve adults and adolescents who are in crisis as a result of opioid use and have sought services independently or are screened by EMTs or the mobile crisis team, who do not need emergency medical care and can be safely served in a community setting. This includes individuals who are homeless and /or have multiple psychiatric and medical co-morbidities. The provider may have designated mental health slots but these will not be covered under the State Opioid Response (SOR) funding and would need to be billed independently by the provider. For individual / who are uninsured, the vendor will have access to system navigators through the WCHD.
- D. The Crisis Stabilization and Walk-in Center will serve any resident within Washington County in need of the offered services.
- E. The Crisis Stabilization and Walk-in Center will serve individuals identified by the following that can be safely served in the community setting:
1. Walk-in
 2. EMT's
 3. Law Enforcement
 4. Mobile Crisis Team

The Behavioral Health Crisis Stabilization and Walk-in Center will not accept direct referrals from providers. All individuals who “walk-in” for services will be screened by medical staff immediately to determine if the individual can be safely served in the Crisis Center.

Clients needing a high level of care or who are in medical distress would be sent to Meritus Medical Center and should not be treated in the center. When a patient is deemed to be no longer safe to be treated in the Crisis Stabilization and Walk-in Center, the vendor will coordinate with EMS regarding transport.

- F. The WCHD/BHS, WCMHA, EMT's, Law Enforcement and the selected provider will collaboratively develop the criteria for admission to the Center. These entities will also work together to develop a procedure for transportation to include but not limited to communication regarding slot availability prior to transport, need for prior approval of the medical director of the Crisis Center, and critical information regarding the incoming patient.
- G. The Crisis Stabilization and Walk-in Center will be open seven days a week, 24 hours a day and will have the capacity to serve 10 to 12 individuals and 6 adolescents at a time. The vendor is not expected to provide a full meal service to clients. Vendors will provide light, nutritious snacks and drinks for clients.
- H. The Crisis Stabilization and Walk-in Center will be staffed 24 hours per day, 7 days per week, 365 days per year with a mix of individuals with lived experience, certified Peer Recovery Specialists, medical, clinical and other support staff. The 24/7 staffing which in addition to Peer Specialists should include a nurse practitioner (NP) and a licensed professional nurse (LPN) available onsite during each shift to conduct the initial low-intensity medical assessment and monitoring, provide emergency medical services, and initiate buprenorphine for opioid use disorder or other non-controlled medications, as appropriate. Nurse practitioners, while independently licensed practitioners in Maryland, should have access to physician consultation services needed. Full-time social work staff coverage for two shifts each day will work with individuals to connect them to ongoing care and provide case management services. The staff will also include an Alcohol and Drug Associate Counselor, program administrator and an office supervisor. The Crisis Stabilization and Walk-in Center will have the benefit of support and access to community services such as peer support, harm reduction, mobile crisis and Law Enforcement Assisted Diversion.

- I. The Crisis Stabilization and Walk-in Center will provide transportation assistance to transport individuals to treatment if they can be immediately admitted to ensure a warm handoff.
- J. The Vendor must be willing to partner with local police, fire, emergency management systems, mobile crisis, harm reduction services, and the public behavioral health system to ensure positive outcomes for persons served. The Vendor must also be willing to provide or support the mobile crisis team with any training that is needed to ensure full utilization of services.

II. **Location of the Crisis Center:**

The Crisis Stabilization and Walk-in Center will be located at 925 North Burhan's, Blvd. Hagerstown, Maryland 21742. (Attachment III) This space will be co-located with WCHD/BHS services and BHS will enter and exit through space utilized by the vendor (Attachment III) The building will have a reception area and intake area. The intake area will provide three curtain separated chairs, entrance into a shower room and laundry area. To the left of the entrance, there will be a large day room for patients to meet with workers and family members, or can be used as overflow. Past the large day room are four large rooms, three of which will be designated for SOR crisis clients. The other room can be used for mental health clients or overflow of SOR clients, depending on the census at any given time. These rooms are large enough to set up three to four individual chairs with curtain partitions and one small common area. Two of the rooms have large storage closets with shelving. There is a large area for administrative staff and a large file room. There are also two exam rooms, a lab area with an office, and two offices for medical staff. There is also a separate area opposite of the adult area for adolescents. The space has a medication closet, several utility closets and large restrooms.

III. **Other information:**

- 1. Rent and utilities will be covered for the term of the grant. It is anticipated that these services will be billable after the grant period. At that time rent and utilities will be assessed by the WCHD to the program or the program could relocate to another site.
- 2. The vendor will be responsible for providing its own phone and internet services. There is phone and network cabling currently in place which can be utilized. Any additional cabling would be the responsibility of the vendor.
- 3. Initial modifications to the space will be paid by the WCHD. Additional modifications that the vendor requires will need to be approved by the WCHD and the owner of the building. The vendor will be responsible for any additional modifications.
- 4. The vendor is responsible for any furniture for the space, including desks, office equipment, exam tables, lounge chairs, etc.
- 5. The vendor will be required to maintain a clean and safe environment by providing their own housekeeping services in the portion of the location they occupy. The vendor will provide trash removal services including their own dumpster.
- 6. The reception area will be shared with WCHD/DBHS during the day shift. WCHD/BHS will provide clerical coverage during the day shift only.
- 7. The vendor will collaborate with ancillary services such as LEAD and mobile crisis to accommodate space for them to conduct services within the area allocated to the Crisis Stabilization and Walk-in Center at 925 North Burhan's, Boulevard, Hagerstown, Maryland 21742.

IV. **Data Collection and Reporting:**

The vendor will be responsible for providing monthly data reports to Vickie Sterling, Director of Behavioral Health Services, that include the following:

1. The number of individuals diverted from the emergency room to the Crisis Stabilization Center
2. Demographic information on individuals served
3. Individuals served diagnosis at admission and level of care at discharge
4. The number of individuals referred to the Crisis Stabilization Center
5. Source of referral (EMS vs. mobile crisis teams, including source of crisis team referrals)
6. The number of recurrent visits to the Center for the same individual
7. The number receiving services at the Center who are linked to care at discharge and within 30 days
8. Bed capacity (including vacancies and wait list)
9. Number of individuals linked to Medically Assisted Treatment and what type
10. Any other data required by Substance Abuse and Mental Health Services Administration, State Opioid Response (SOR) and WCHD/BHS
11. A representative will attend the following meetings: Opioid Intervention Team, Crisis Intervention Team, Local Alcohol and Drug Advisory Counsel, Law Enforcement Mental Health Taskforce and Senior Policy Group.

POLICY TITLE: Insurance Requirements for
Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory

Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage. Policy P-4

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused,

occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

Bidder's Name _____

WASHINGTON COUNTY PURCHASING DEPARTMENT

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

YES	NO	JURISDICTION
___	___	WASHINGTON COUNTY PUBLIC SCHOOLS
___	___	WASHINGTON COUNTY HEALTH DEPARTMENT
___	___	OTHER WASHINGTON COUNTY MUNICIPALITIES
___	___	HAGERSTOWN COMMUNITY COLLEGE
___	___	CITY OF HAGERSTOWN
___	___	FREDERICK COUNTY COMMISSIONERS
___	___	OTHER FREDERICK COUNTY MUNICIPALITIES
___	___	ALLEGANY COUNTY COMMISSIONERS
___	___	BOARD OF EDUCATION OF ALLEGANY COUNTY
___	___	OTHER ALLEGANY COUNTY MUNICIPALITIES
___	___	ALLEGANY COMMUNITY COLLEGE
___	___	CITY OF FROSTBURG
___	___	CITY OF CUMBERLAND
___	___	GARRETT COUNTY - GENERAL SERVICES
___	___	BOARD OF EDUCATION OF GARRETT COUNTY
___	___	OTHER GARRETT COUNTY MUNICIPALITIES
___	___	GARRETT COUNTY COMMUNITY COLLEGE
___	___	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the Washington County Health Department's property. The Washington County Health Department has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Washington County Health Department may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the Washington County Health Department. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

SIGNATURE TO BIDS (Cont'd)

- . (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- . (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.) ____ Yes ____ No

RFP-2019-05

Behavioral Health Crisis Stabilization and Walk-in Crisis Center

FORM OF PROPOSAL

Washington County Health Department
1302 Pennsylvania Avenue, Room 313 Hagerstown, MD 21742

BID DUE DATE: Friday, May 24, 2019 no later than 10:00 a.m., local time.

Firm Submitting Proposal _____

Telephone No. ____ (____) _____

Contact: _____

Gentlemen:

We hereby submit our proposal for the "Behavioral Health Crisis Stabilization and Walk-in Crisis Center" at the Washington County Health Department, 1302 Pennsylvania Avenue, Hagerstown, MD 21742.

Having carefully examined the "Instructions to Bidders," the "General Conditions", and the and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the Contract Documents, for the stipulated sum of:

Bid Security Bonds shall be submitted with each proposal in the amount of 5% of the total of the Base Bid and requested alternates.

Bid Bonds, except those of three low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within ninety (90) days after the bid opening, then any bond may be returned upon demand of the bidder.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

Bidder's Name

All proposals must include proposed costs to complete the tasks described in the Specifications.

Behavioral Health Crisis Stabilization and Walk-in Crisis Center

PROPOSAL FORM

RFP-2019-05

The Firm Name

Address

Phone Number

Fax Number

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

at the following lump sum contract price:

1	Implementation and Operation of a Behavioral Health Walk-in Crisis Center: @ _____ Dollars (Written) and _____ Cents (Written)	\$ _____	\$ _____
---	---	----------	----------

TOTAL: Development of Media/Advertising Initiative @ _____ Dollars (Written) and _____ Cents (Written)	\$ _____
---	----------

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name:

Address:

Authorized Signature of Officer of Firm:

Name & Title Printed:

Telephone No.: _____ Fax No.: _____

E-mail Address: _____ Federal Employer Identification No. _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

PERFORMANCE BOND

Washington County, Maryland

BOND NO. _____

CONTRACT NO. **PUR-2019-05**

Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert Contractor's name and address, including zip code)

hereinafter called the **Principal** and _____

(Here insert Surety name and address, including zip code)

hereinafter called the Surety, are held and firmly bound unto Washington County, Maryland, hereinafter called the Washington

County Health Department, the sum _____ Dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the Washington County Health Department, for the Behavioral Health Crisis Stabilization Walk-in Center, and specifications accompanying the same shall be deemed a part hereof and incorporated by reference herein to the same extent as if fully set forth.

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the contract on his part and satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Washington County Health Department from all cost and damage which the Washington County Health Department may suffer by reason of failure so to do, and shall fully reimburse and repay the Washington County Health Department all outlay and expense which the Washington County Health Department may incur in making good any such default, during the original term of the Contract and any extensions hereof, and during the life of any guaranty required under the contract, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way

affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

Signed, and sealed this _____ day of _____, 2019, in three counterparts each of which shall without proof of accounting for the other counterparts be deemed an original thereof.

WITNESS:

PRINCIPAL:

_____ (SEAL)

BY:

_____ (SEAL)

WITNESS:

SURETY:

_____ (SEAL)

BY:

(Typed Name and Title)

(Name of Surety)

(____) _____
Telephone No. of Local Agent

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and

_____ as **Surety**, are hereby held and firmly bound unto the

Washington County Health Department of Washington County, Maryland as OWNER in the penal sum

of _____ for the payment of which, well and truly to be made, we hereby jointly and

severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2019. The Condition of the above obligation is such that whereas the Principal has submitted to the Washington County Health Department of Washington County, Maryland a certain BID, attached hereto and hereby made a part the Behavioral Health Crisis Stabilization Walk-in Center. THEREFORE,

. (a) If said BID shall be rejected, or

. (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form

of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

Labor & Material Payment Bond

Washington County Health Department, Hagerstown, Maryland

BOND NO. _____

CONTRACT NO. RFP 2019-05

Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, _____ that we

(Here insert full name and address or legal title of Contractor, including zip code)

hereinafter called the Principal and

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____, and authorized to transact business in the State of Maryland, hereinafter called the Surety, are held and firmly bound unto the Washington County Health Department of Hagerstown, Maryland, a body corporate and politic, hereinafter called the WCHD, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of _____ Dollars (\$_____) lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the Washington County Health Department, for the Behavioral Health Crisis Stabilization Walk-in Center. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

1. A Claimant is defined to be any and all of those persons supplying labor and materials (including lessors of equipment to the extent of the fair rental value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Md. Code, State Finance and Procurement Article, §§ 17-101, et seq., as from time to time amended.

2. The above-named Principal and Surety hereby jointly and severally agree with the Washington County Health Department that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Md. Code, State Finance and Procurement Article, §§ 17-101, et seq., sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Washington County Health Department shall not be liable for the payment of any costs or expenses relating to any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this _____ day of _____, 2019.

WITNESS:

(Typed Name of Principal)

BY: _____(SEAL)

(Typed Name and Title)

WITNESS:

(Typed Name of Surety)

BY: _____(SEAL)

(Typed Name and Title)

(Name of Local Agent)

(_____) _____

(Telephone Number of Local Agent)

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification on (C=C corporation, S=S corporation, P=Partnership) ► _____

☐ Other (see instructions) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional) _____

6 City, state, and ZIP code

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requestor* for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► _____

Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RFP-2019-01

W-9

Page 39

**Washington County Department of Health
State Opioid Response (SOR)
BH 115 SOR
\$1,242,400**

The Maryland Department of Health (MDH)/ Behavioral Health Administration (BHA) and the Washington County Department of Health agree that:

- 1) Services funded with this agreement cannot be billed under Maryland's Public Behavioral Health System.
- 2) The Conditions of Award are accepted as detailed in the Attachments (Attachments E, M and N).
 - Attachment E-Signature pages 1-3 and the COA-Pages 1-7
 - Attachment M – Sign page 4 and 7 of 7
 - Attachment N – To be used for Sub recipients
- 3) The amount of this Agreement for Fiscal Year 2019 and 2020 is \$1,242,400.

Signature:

Authorized Signatory

Date

ATTACHMENT 1

**Behavioral Health Administration
State Opioid Response Services**

GENERAL INFORMATION

Date: February 7, 2019

Vendor: Washington County Health Department	Contract Number: BH 115 SOR	Fiscal Year: 2019
Type of Service: Crisis Walk-in and Stabilization Centers	Contact Person: Victoria Sterling	Phone: 240-313-3383
Type of Action: Initial Award		
Action #: 1	Award Period: Dates: <u>01/01/2019</u> Thru <u>09/29/2019</u> Effective Termination	

Current State/Federal Award (<i>circle one</i>)	Amount of This Action	Total New Award
\$0	\$1,242,400	\$1,242,400

History of Budget Action(s) (including current action)

Federal/State Source of Funds	Type Budget Action	Project #	Amount
100% Federal	Initial Award	MS02	\$1,242,400

CFDA#: 93.788
Tracking#: 19-9142
20-9142

TOTAL AWARD: \$1,242,400OTHER FUNDING SOURCES

LOCAL \$ _____
OTHER \$ _____
OTHER \$ _____

TOTAL OTHER FUND SOURCES: \$ -0-Total BudgetTOTAL BUDGET \$1,242,400

Final Invoice Submission

The Government shall submit the final invoice within **45** days of this Agreement's termination date. The Department/BHA will not pay invoices that are not submitted within the 45 day time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Department shall reimburse the Government only for services that meet the requirements of this IA.

Condition of Award

Washington County Department of Health

State Opioid Response (SOR)

FY 2019/FY20 Award

Crisis Walk-in and Stabilization Center: \$1,242,400

State Opioid Response (SOR) Grant

All Substance Related Disorder crisis bed facilities under this grant will be expected to adhere to the following standards:

1) Operations

- a) The Center will be open between 18 to 24 hours a day to meet the greatest demand of service, 7 days a week, 365 days a year.
 - i) During not operating hours, a community hospital or an on-call system be utilized allowing the Center's on-call person to respond.
- b) Crisis beds funded by the SOR grant will be dedicated Opioid/SRD beds and not be used for any other mental health or SRD health service other than SOR-funded SRD residential crisis services.
- c) Reimbursement is for a full bed day which includes an overnight stay.
- d) Provide walk-in screening, assessment, and referral crisis services 18 to 24 hours a day with a focus on warm hand-offs to community-based behavioral health treatment and ongoing care coordination.
- e) Provide counseling, de-escalation, treatment, and safety planning.
- f) Accept payment from the Health Department or LAA as payment in full for services rendered and make no additional charge to the individual for covered services.

2) Staff support: The program director shall assure that the program:

- a) Has at least one staff person on duty at all times that a resident is present in the residential crisis services facility;
- b) Has the capacity for and, when required by an individual's treatment plan, provides 18 to 24-hour awake staff support;
- c) Has the capacity for 1:4 coverage and, when required by an individual's treatment plan, provides 1:4 coverage;

3) Medical Evaluation and Intervention:

- a) Shall assure that a physician or qualified, licensed clinician provides evaluation and prescribed needed treatment interventions, either;
- b) Consult with the physician or qualified, licensed clinician who is currently treating the individual; or
- c) Provide face-to-face evaluation by a physician or qualified, licensed clinician before the development of the treatment plan.
- d) Assign to each individual a treatment coordinator who shall assure that the individual receives as described in the individual's treatment plan:

4) Inspections:

- a) The Center shall allow the MDH or the Health Department or LAA to conduct unannounced on-site inspections.
- b) The Center shall maintain adequate records for a minimum of 6 years and make them available, upon request to the MDH or Health Department or LAA, including
 - i) Treatment/Service records;
 - ii) Personnel records;
 - iii) Financial records.
- c) The Center shall maintain, either manually or electronically, adequate documentation of at minimum daily contact with the participant as part of the medical record, which at minimum, meets the following requirement:
 - i) Dates of service, including admission and discharge date and time;
 - ii) Clinical assessment and treatment recommendations
 - iii) Discharge plan
 - iv) Informed consent to treat.
 - v) Informed consent to medicate
 - vi) Medication assisted treatment waiver option if the individual declines the use of methadone, buprenorphine or Vivitrol
 - vii) A medical problem list
 - viii) Nursing assessment (medical, COWS, mental health and substance abuse history, communicable diseases, medication list prescribed/non-prescribed, and TB screening).
 - ix) Medical Director or Nurse Practitioner assessment
 - x) Medication evaluation and management throughout stabilization period.
 - xi) Continuous nursing care throughout stabilization period
 - xii) Biopsychosocial assessment by the clinical staff
 - xiii) ASAM crosswalk assessment completed
 - xiv) Signature of individual providing service.
- 5) **Environmental/Life Safety Requirements.** A program shall:
 - a) Have a facility free from fire hazards and have:
 - i) Adequate smoke detectors;
 - ii) Working and updated fire extinguishers;
 - iii) A written fire evacuation plan; and
 - iv) A current fire inspection certification;
 - b) Comply with applicable federal, State, and local sanitation, building, fire codes, and zoning requirements;
 - c) Maintain documentation of legally required periodic evacuation drills, if applicable; and
 - d) Within the first 30 days of employment, provide staff training in emergency evacuation procedures.
- 6) **Special Accommodations.** A program shall have protocols, which may include referral agreements with other programs, that provide for admission and treatment of individuals with:
 - a) Limited English proficiency or hearing and speaking disabilities; and
 - b) Physical and mental disabilities.
 - c) Residential Crisis Centers. A program shall have:
 - i) Nurses' stations, if appropriate;
 - ii) A dining room;

- iii) Bathrooms;
- iv) Telephones;
- v) A living room;
- vi) Space for privacy for visits;
- vii) Offices for both administrative and counseling personnel; and
- viii) Sleeping quarters that:
 - (1) Do not allow for more than six patients to share the sleeping quarters, except for therapeutic communities that use dormitory style sleeping areas;
 - (2) Provide adolescents and adults with separate sleeping quarters;
 - (3) Provide privacy for patients;
- d) Provide beds that:
 - i) Are at least 36 inches wide, and not rollaway-type beds, cots, or folding beds;
 - ii) Have mattresses that are clean, in good repair, and the same size as the bed frame; and
 - iii) Have at least two sets of sheets;
- e) Have an enclosed space for hanging clothes; and
- f) Have a mirror and window coverings in good repair;
- g) A method for safely storing a patient's valuables; and
- h) A written plan for providing temporary shelter for patients if a facility becomes uninhabitable.
- i) Dietary Services. If meals are provided, a program shall:
 - i) Comply with applicable local, State, and federal laws;
 - ii) Have a written plan describing the organization and delivery of dietary services; and
 - iii) Require a dietitian licensed under the Health Occupations Article, §5-101, Annotated Code of Maryland, to develop and implement the dietary service plan.
- j) Infection Control - Universal Precautions. A program shall observe universal precautions as required under COMAR 10.07.02.21-1.

Crisis Walk-in and Stabilization Center: (February 1, 2019 –September 29, 2019)

1. The Washington County Health Department shall provide or contract for the provision of a Crisis Walk-in and Stabilization Center that will provide the following services:
 - Screening
 - Monitoring
 - Crisis stabilization
 - Real-time connection to treatment and peer recovery services
 - Initiate Buprenorphine inductions to individuals with opioid use disorders
2. The Crisis Walk-in and Stabilization Center will be community-based, peer driven, and provide an alternate intervention for individuals refusing transport by EMS to an emergency department or high risk for contact with EMS, police, and crisis response system.
3. The Crisis Walk-in and Stabilization Center will serve adults who are in crisis as a result of opioid use who sought services independently or are screened by EMTs or the mobile crisis

team, who do not need emergency medical care and can be safely served in a community setting. This includes individuals who are homeless and/or have multiple psychiatric and medical comorbidities.

4. The Crisis Walk-in and Stabilization Center will serve any resident within the jurisdiction in need of services.

5. The Crisis Walk-in and Stabilization Center will serve individuals identified by the following that can be safely served in a community setting:

- a) Walk-in
- b) EMTs
- c) Mobile crisis team

6. Washington County Health Department shall work with the EMTs to identify individuals who meet the center's admission criteria as they respond to 911 calls for emergency service.

7. Washington County Health Department shall work with a dedicated 18-24/7 behavioral health mobile crisis team to serve a primary component of the front door access to the Center. The mobile crisis team will receive training on the proper use of the approved EMS protocol and will respond to requests for referral from hospital emergency departments (ED), police, and community outreach workers. The team will also respond to community/provider requests for referral, engage individuals in the community, perform an assessment of the client's crisis resolution needs, screen the individual for appropriateness for crisis stabilization services, and transport to the Center, if appropriate.

8. The crisis walk-in and stabilization center will be open seven days a week, 18 to 24 hours a day and will have the capacity to serve 10-12 individuals at one time.

9. The Crisis Walk-in Center or Crisis Stabilization Center will be staffed 18 to 24 hours per day, 7 days per week, 365 days per year with a mix of individuals with lived experience, certified Peer Recovery Specialists, medical, clinical and other support staff. The 24/7 staffing which in addition to Peer Specialists should include a nurse practitioner (NP) and a licensed professional nurse (LPN) should be available onsite during each shift to conduct the initial low-intensity medical assessment and monitoring, provide emergency medical services, and initiate buprenorphine for opioid use disorder or other non-controlled medications, as appropriate. Nurse practitioners, while independently licensed practitioners in Maryland, should have access to physician consultation services, if needed. One full-time social work staff for two shifts each day will work with individuals to connect them to ongoing care and provide case management services. The staff will also include an Alcohol and Drug Associate Counselor, program administrator specializing in addictions, and an office supervisor

10. Transportation assistance will be available to transport individuals to their desired discharge plan to ensure a warm handoff.

Please note the purchase of vehicles is not an eligible expense under the SOR grant.

11. Enhance mobile crisis services for an additional 56 hours of mobile crisis services throughout the jurisdiction allowing for evening coverage.

12. Washington County Health Department will collect the following data and provide reports to BHA at minimum monthly:

- (1) The number of individuals diverted from emergency rooms to the Center,
- (2) The number of individuals referred to the Center,
- (3) Source of referrals (EMS vs. mobile crisis teams, including source of crisis team referrals),
- (4) The number of recurrent visits to the Center for the same individual,
- (5) The number of individuals receiving services at the Center who are linked to care at discharge and within 30 days, and
- (6) Emergency room utilization rates at hospitals within the city for alcohol/drug overdose and intoxication-related diagnoses.
- (7) Bed capacity (including vacancies and wait list)
- (8) The number of individuals linked to ongoing care at discharge or within 30 days.
- (9) The reduction in ED visits for drug/alcohol.
- (10) Decrease in hospital admissions and length of stay

13. Outcome Targets

INITIAL YEAR OUTCOME TARGETS (TO SERVE AS BASELINE)	
People linked to ongoing care at discharge or within 7 days	50%
Reductions in ED visits for drug/alcohol related problems	10%
Decrease in hospital admissions	10%
Linked to MAT	50%

14. Washington County Health Department will provide all data and performance measures required by SAMHSA for the Opioid State Targeted grant monthly and as requested by BHA.

15. Washington County Health Department will report to BHA's Clinical Services Division regarding the accomplishment of the following key milestones.

16. Washington County Health Department will administer and spend funds according to the budget submitted and approved through the interagency agreement with BHA. Any changes in budget must be submitted in writing and approved by BHA.

17. The funding period under the SAMHSA grant is February 1, 2019 – September 29, 2019.

18. Washington County Health Department responsibilities as Grantee:

- a) The Grantee shall convey in writing to any sub-grantee(s) of State and Federal funds, the Maryland Department of Health (MDH) Behavioral Health Administration (BHA) Conditions of Award.
- b) The Grantee will monitor the sub-grantee(s) to ensure that they maintain all license, certification, and accreditation status as applicable and as is required by federal, state and local laws, statutes and regulations governing the provision of residential substance use disorder treatment services to individuals with co-occurring substance use and mental health disorders.
- c) The Grantee will monitor sub-grantee(s) expenditures to ensure that funding is only used for allowable costs unless the Grantee gives a written exception to the sub-grantee and provides a copy of the exception to the SOR Project Director, and BHA grants manager:
- d) The Grantee shall monitor sub-grantee compliance with the Conditions of Award through conducting on-site visits and using a BHA provided monitoring tool. The Washington County Health Department shall identify areas of non-compliance, require a corrective action plan, and monitor corrective action progress of all non-compliant sub-recipients and submit the completed monitoring report to the SOR Project Director within five days of the end of the review period.
- e) Grantee and all sub-recipients of State and Federal funds shall neither:
 - 1. deny admission nor continued stay for a patient solely due to being on full or partial opiate agonist therapy medication regardless of dose;
 - 2. make admission contingent upon eventual detoxification from full or partial opiate agonist;
 - 3. nor limit the number of patients on full or partial opiate maintenance or detoxification that are admitted to a program.
- f) Grantee and all sub-recipients of State and Federal funds shall collect data:
(Quarterly reports are due at the end of the month following the reporting period.)
 - 1. A completed registration for every participant who has entered into treatment.
 - 2. A completed discharge for every patient who has changed levels of care within a treatment program;
 - 3. A completed discharge for any participant who has completely left treatment or recovery services;
 - 4. Any corrections required to ensure that the participant's record is accurate; and
 - 5. Data as required by Substance Abuse and Mental Health Services Administration, State Opioid Response Grants
- g) The Grantee shall agree to attend all meetings as required by the MDH and the BHA.

19. Additional Requirements

- a) Monitor sub-grantee compliance for adherence with SAMHSA data collection requirements.
- b) Obtain the approval of the Project Director for any SOR's marketing or advertising material created for internal or public use.
- c) Review and monitor sub-grantee expenditures and invoice submission; monitor to detect fraud waste, and abuse.
- d) Submit copies of sub-grantee budgets (including modifications/revisions) to your BHA Grants Manager and the Project Director.

All Conditions of Award shall remain in effect through September 29, 2019 and shall be applicable to all approved budgets and/or changes in services. In the event that funding is awarded for new initiatives, additional Conditions of Award may be imposed.

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Department Contract Monitor.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

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CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award		3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

Federal Awarding Agency Review of Risk Posed by Applicants

In the OMB Uniform Guidance 200 CFR, section 200.330 and 200.331 all competitive grants or cooperative agreements must have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. In evaluating risks posed by applicants, the agency may use a risk-based approach and consider the following items:

1. Financial ability
2. Quality of management systems and ability to meet the management standards prescribed in this part.
3. History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards.
4. Reports and findings from audits performed under Subpart F—Audit Requirements of this reports and findings of any other available audits; and
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on Non-Federal entities.

Requirements for Pass-Through Entities (200.331 Part B)

Evaluate each sub-recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub-award for purposes of determining the appropriate sub-recipient monitoring described in paragraphs (d) and (e) of this section which may include such factors as:

(d) Monitors the activities of the sub-recipient as necessary to ensure that the sub-award is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- (1) Reviewing of financial and performance reports required by the pass-through entity.
- (2) Following –up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site review, and other means.
- (e) Depending upon the pass-through entity's assessment of risk posed by the sub-recipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals: See attached Risk Assessment Tool.

ATTACHMENT 1 - PRE-AWARD RISK ASSESSMENT TEMPLATE AND GUIDANCE

Sub-recipient:	
Monitoring Period:	
Award Number:	
Program:	
Review Date:	
Award Period:	
Date of Last Review:	
Award Amount:	

Pre-Award Risk Assessment	Yes	No	N/A
<i>1) Sub-recipient's Prior Experience</i>			
Does the sub-recipient have previous MDH (Federal and/or State) grant experience?			
Has the sub-recipient previously been listed on the Federal Exclusions Database?			
<i>2) Sub-Recipient's Background</i>			
Is the sub-recipient financially stable?			
Will the grant funds be deposited into a separate bank account?			
Does the sub-recipient have written procurement and accounting procedures in place?			
Does the sub-recipient have an inventory/equipment system in place?			
Does the subrecipient have accounting systems that can separately track all drawdowns and grant expenditures?			
Does the subrecipient have a records retention policy?			
Can the sub-recipient effectively implement statutory, regulatory and other requirements imposed on them for this award?			
Does the sub-recipient have a system in place to ensure that the grant objectives are being met?			
Does the sub-recipient know what data they will need to measure their progress in meeting performance measures?			
Does the sub-recipient have a risk assessment process in place to identify and mitigate potential risks?			

ATTACHMENT 1 - PRE-AWARD RISK ASSESSMENT TEMPLATE AND GUIDANCE

Count the number of No & N/A responses and circle corresponding “Low”, “Med”, or “High” risk assessment.

0-3 No/NA	Sub-recipient is low risk for receiving grant funds.	Low		
4-7 No/NA	Sub-recipient is medium risk for receiving grant funds.		Med	
8-12 No/NA	Sub-recipient is high risk for receiving grant funds.			High

Risk Level	OIG Recommended Monitoring Procedures
High	Conduct background checks to verify proper payment of withholding taxes, credit standing, and other problem indicators; conduct internet searches and other reference checks to identify and review negative information prior to granting an award; review open OIG and inspection reports; determine if there are any ongoing OIG or other criminal investigations prior to award distribution; maintain separate bank accounts for each grant; include information on fraud awareness in grantee award packages; closely monitor grant funds to ensure funds are accounted for and appropriately spent; conduct site visits early in the process to ensure grantees maintain accurate accounting records and adequate support for their expenditures.
Medium	Determine if there are any ongoing OIG or other criminal investigations prior to award distribution; maintain separate bank accounts for each grant; include information on fraud awareness in grantee award packages; monitor grant funds more to ensure funds are accounted for and appropriately spent; conduct site visits early in the process to ensure grantees maintain accurate accounting records and adequate support for their expenditures.
Low	Conduct site visits early in the process to ensure grantees maintain accurate accounting records and adequate support for their expenditures.

Note: If a sub-recipient is rated high risk, consider imposing special requirements on the sub-recipient.

ATTACHMENT 2 - ANNUAL RISK ASSESSMENT TEMPLATE AND GUIDANCE

Sub-recipient:	
Monitoring Period:	
Award Number:	
Program:	
Review Date:	
Award Period:	
Date of Last Review:	
Award Amount:	

Annual Risk Assessment	Yes	No	N/A
<i>1) Subaward Experience</i>			
Does the sub-recipient have prior experience with the same or similar sub-awards?			
<i>2) Results of Previous Audits</i>			
Does the sub-recipient receive single audits?			
Do the sub-recipient's prior audits (single or other) report any findings?			
Are the audit findings corrected in a timely manner? (Note: Check "No" if there are no findings to correct.)			
<i>3) New Personnel or New Systems</i>			
Has the sub-recipient's key staff and/or organization changed since its last review?			
Has the sub-recipient changed their program and/or accounting systems since the last review?			
<i>4) Results of Monitoring</i>			
Were prior monitoring reviews conducted?			
Do the sub-recipient's prior monitoring reviews report any findings?			
Were the sub-recipient's prior monitoring findings corrected in a timely manner? (Note: Select "No" if there are no findings to correct.)			
Is the sub-recipient's programmatic performance low quality?			
Are the sub-recipient's progress reports inadequate, inaccurate and/or late?			
Are the sub-recipient's financial reports inadequate, inaccurate and/or late?			
Were fiscal issues identified?			
Are there identified issues with sub-recipient following the conditions of the award?			
Are there identified issues with the sub-recipient monitoring their own sub-recipients? (Note: Select "No" if there are no sub-recipients to monitor.)			

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Count the number of Yes & N/A responses and circle corresponding “Low”, “Med”, or “High” risk assessment.

0-3 Yes/NA	Sub-recipient is low risk for monitoring.	Low		
4-7 Yes/NA	Sub-recipient is medium risk for monitoring.		Med	
8-15 Yes/NA	Sub-recipient is high risk for monitoring.			High

Risk Level	OIG Recommended Monitoring Procedures
High	<p>Per CFR 200.331 - Monitor the activities of the sub-recipient as necessary, ensuring the sub-award is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award, and sub-award performance goals are achieved.</p> <p>Pass-through entity monitoring of the sub-recipient must include:</p> <ol style="list-style-type: none"> 1) Reviewing financial and performance reports required by MDH. 2) Ensuring the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from MDH detected through audits, on-site reviews, and other means. 3) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from MDH. 4) Providing sub-recipients with training and technical assistance on program related matters. 5) Performing on-site reviews of the sub-recipient’s program operations. 6) Determining whether the results of the sub-recipient’s audits, on-site reviews, or other forms of monitoring indicate conditions that necessitate adjustments to MDH records. 7) Taking enforcement action against non-compliant sub-recipients. <p>Per CFR 200.207 - Monitoring staff will have extensive reviews of factors contributing to the <u>high</u> risk. The monitoring staff should consider imposing specific conditions such as:</p> <ol style="list-style-type: none"> 1) Requiring increased on-site and/or desk reviews. 2) Requiring increased testing and larger sample sizes. 3) Requiring reimbursement payments opposed to advanced payments. 4) Prohibiting recipients from advancing to the next phase of the process until receiving evidence of acceptable performance within a given performance period. 5) Requiring additional, more detailed financial reports. 6) Establishing additional prior approvals.
Medium	<p>Per CFR 200.331 - Monitor the activities of the sub-recipient as necessary, ensuring the sub-award is used for authorized purposes in</p>

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	<p>compliance with Federal statutes, regulations, and the terms and conditions of the sub-award, and sub-award performance goals are achieved.</p> <p>Pass-through entity monitoring of the sub-recipient must include:</p> <ol style="list-style-type: none"> 1) Reviewing financial and performance reports required by MDH. 2) Ensuring the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from MDH detected through audits, on-site reviews, and other means. 3) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from MDH. 4) Providing sub-recipients with training and technical assistance on program related matters. 5) Performing on-site reviews of the sub-recipient's program operations. 6) Determining whether the results of the sub-recipient's audits, on-site reviews, or other forms of monitoring indicate conditions that necessitate adjustments to MDH records. 7) Taking enforcement action against non-compliant sub-recipients. <p>Monitoring staff will have more extensive reviews of factors contributing to the <u>medium</u> risk. The monitoring staff should consider imposing specific sub-award conditions such as:</p> <ol style="list-style-type: none"> 1) Requiring increased on-site and/or desk reviews. 2) Requiring increased testing and larger sample sizes.
Low	<p>Per CFR 200.331 - Monitor the activities of the sub-recipient as necessary, ensuring the sub-award is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award, and sub-award performance goals are achieved.</p> <p>Pass-through entity monitoring of the sub-recipient must include:</p> <ol style="list-style-type: none"> 1) Ensuring the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from MDH detected through audits, on-site reviews, and other means. 2) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from MDH. 3) Providing sub-recipients with training and technical assistance on program related matters. 4) Performing on-site reviews of the sub-recipient's program operations. 5) Determining whether the results of the sub-recipient's audits, on-site reviews, or other forms of monitoring indicate conditions that necessitate adjustments to MDH records. 6) Taking enforcement action against non-compliant sub-recipients.

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Notes:

- It is recommended that risk assessments be completed annually; however, risk assessments should be completed judgmentally regarding the most appropriate timing.
- If a sub-recipient is rated high risk, consider imposing special requirements on the sub-recipient.

Federal Guidelines – Risk Assessment and Monitoring – Per Title 2 U.S. Code of Federal Regulations §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h).

Criteria

Title 2 U.S Code of Federal Regulations "§200.205 (Federal awarding agency review of risk posed by applicants) (b) thru (d) says,

"(b) In addition, for competitive grants or cooperative agreements, the Federal awarding agency must have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. This evaluation may incorporate results of the evaluation of the applicant's eligibility or the quality of its application. If the Federal awarding agency determines that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Federal award. Criteria to be evaluated must be described in the announcement of funding opportunity described in §200.203 Notices of funding opportunities.

(c) In evaluating risks posed by applicants, the Federal awarding agency may use a risk-based approach and may consider any items such as the following:

(1) Financial stability;

(2) Quality of management systems and ability to meet the management standards prescribed in this part;

(3) History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;

(4) Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audits; and

(5) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

(d) In addition to this review, the Federal awarding agency must comply with the guidelines on government wide suspension and debarment in 2 CFR part 180, and must require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, sub awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities."

Title 2 U.S Code of Federal Regulations "§200.207 (Specific conditions) says,

"(a) The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:

(1) Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;

(2) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;

(3) When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or

(4) When an applicant or recipient is not otherwise responsible.

(b) These additional Federal award conditions may include items such as the following:

(1) Requiring payments as reimbursements rather than advance payments;

(2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(3) Requiring additional, more detailed financial reports;

(4) Requiring additional project monitoring;

(5) Requiring the non-Federal entity to obtain technical or management assistance; or

(6) Establishing additional prior approvals.

(c) The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:

(1) The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable, and

(5) The method for requesting reconsideration of the additional requirements imposed.

(d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected."

Title 2 U.S Code of Federal Regulations "§200.331, (Requirements for pass-through entities) (b) thru (e) says,

"All pass-through entities must:.....

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency)

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations."