



**THE WASHINGTON COUNTY HEALTH DEPARTMENT
REQUEST FOR PROPOSALS (RFP)
STATE CARE COORDINATION**

RFP NUMBER: 2026-001

ISSUE DATE:03/31/2026

PROPOSAL DUE DATE:

MAY 1, 2026, BEFORE 10:00 A.M. EST

SUBMIT PROPOSAL TO: WCHD.PROCUREMENT@MARYLAND.GOV

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 Washington County, Maryland (hereinafter “County”) and Maryland State 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) calendars 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 detailed features, designs, construction, 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 all circumstances which may impede the progress of the work or inhibit the performance of the contract includes, but not limited to bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc. WCHD may examine 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 as a 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, are 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 repair or replace any damage or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damage 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. 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 ensure 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 Subcontractors 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 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 caused to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be canceled 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, 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:

Michelle Hutchinson – Purchasing Agent

Washington County Health Department

1302 Pennsylvania Avenue, Room 306

Hagerstown, MD 21742

EMAIL: Michelle.hutchinson@maryland.gov FAX: 240-313-3301

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 10:00 A.M. on April 24th, 2026, 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: There will be NO ACCEPTANCE of mailed bids.

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, State of Maryland 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 is 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 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 are 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 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 people, 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 Pertinent Information. 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 him/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 submitting 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 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 in 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 in the best interest of WCHD to accept it.

2. Notice of Award: A written award (or Acceptance of Bid) mailed (or otherwise furnished) or emailed 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 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 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 unordered balances, 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 canceled or annulled by WCHD as a 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 more than 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. If 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 all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

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/jurisdiction's 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 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. 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.

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 as a 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 more than contract prices or WCHD may deduct such amount from monies owed by 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 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.

4. 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.

5. 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.

6. 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.

7. 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 are rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.

8. 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 Holiday, unless otherwise arranged with WCHD.

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ATTACHMENTS

- **# 1 Provider Manual**
- **# 2 MD RecoveryNet SUD Consumer Funding Request**
- **# 3 Sample FY26 BHA Monthly Reporting**
- **# 4 Scope of Work**
- **# 5 Technical Proposal Signature Page**
- **# 6 Signature to Bid**
- **# 7 Budget Proposal Sheet**
- **# 8 Insurance Requirements**
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- **# 12 Government Wide Debarment and Suspension**
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DOCUMENT A- PERTINENT INFORMATION

A. EVENT SUMMARY:

| | |
|--|---|
| Request for Proposals | Services, State Care Coordination |
| Release Date: | 4/01/2026 |
| Solicitation Number: | 2026-001 |
| RFP Issue Date: | 03/31/2026 |
| RFP Issuing Office: | The Washington County Health Department |
| Procurement Officer: | Michelle Hutchinson 1302 Pennsylvania Avenue Hagerstown, Maryland 21740 |
| e-mail: | michelle.hutchinson@maryland.gov |
| Office Phone: | 240-313-3216 |
| Proposals are to be sent to: | Michelle Hutchinson, Procurement Officer Wchd.procurement@maryland.gov Email subject line: Solicitation #2026-001, RFP State Care Coordination Note: Only electronic submissions will be accepted. NO LATE SUBMISSIONS ACCEPTED. |
| Pre-Proposal Conference: | Will be 4/14/26 – Link will be sent at your request Submit request: wchd.procurement@maryland.gov 1:00 - 2:00pm EST |
| Questions Due Date and to Whom | 04/24/2026 @ 10:00 am No questions answered after date/time. Submit questions to: wchd.procurement@maryland.gov |
| Proposal Due (Closing) Date and Time: | 05/01/2026 @ 10:00 am EST |

| | |
|---------------------------------------|--|
| Anticipated Contract Duration: | July 1, 2026 - June 30, 2027, with option of four one-year renewals. |
|---------------------------------------|--|

B. DEFINITIONS:

- 1.0 **Addenda** – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Procurement & Contracting website.)
- 2.0 **Alternate Proposals** – A second proposal for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 3.0 **ASAM** – American Society of Addiction Medicine
- 4.0 **Business Associates Agreement (BAA)** – An agreement between the Washington County Health Department and any healthcare provider or Contractor who may have access to PHI at any time throughout the life of any Agreement resulting from the award of this solicitation
- 5.0 **BHA** – Behavioral Health Administration
- 6.0 **Procurement Officer**– The Washington County Procurement & Contracting representative or Designee for the solicitation process and/or any Agreement that may result from award of this solicitation
- 7.0 **Contractor** – Any Offeror; most often the successful Offeror
- 8.0 **County** – Washington County, Maryland
- 9.0 **Designee** – Specifically appointed alternate signatory or decision maker
- 10.0 **EHR** – Electronic Health Record
- 11.0 **EMR** – Electronic Medical Record

12.0 **WCHD** – Washington County Health Department

13.0 **FY** – Fiscal Year

14.0 **Interested Party** – An actual or prospective Offeror or Contractor that may be interested in the award of a contract

15.0 **IRP** – Individualized Recovery Plan

16.0 **Issuing Office** – Washington County Health Department, Procurement Office, 1302 Pennsylvania Avenue, Hagerstown, Maryland 21742

17.0 **LAA** – Local Addiction Authority

18.0 **MCORR** – Maryland Certification of Recovery Residences

19.0 **MDH** – Maryland Department of Health

20.0 **MDRN** – Maryland RecoveryNet

21.0 **MH** – Mental Health

22.0 **MPIA** – Maryland Public Information Act request for information

23.0 **NOFA** – Notice of Funding Availability

24.0 **Offeror** – Any entity that submits a response to this solicitation

Personal Health Information (PHI) – Any data that relates to any past, present, or future healthcare, health condition, provision of medical care, healthcare status or payment for services there of Personally Identifiable Information (PII) – Any information about a natural person that may be utilized in order to distinguish an individual's identity

- 25.0 **Proposal** – All information submitted by the Contractor in response to this solicitation

- 26.0 **RAC** – Regional Area Coordinator

- 27.0 **Request for Proposals (RFP)** – All documents identified in the Table of Contents, including any addenda

- 28.0 **SCC** – State Care Coordination Services

- 29.0 **Solicitation** – The Request for Proposal

- 30.0 **SUD** – substance use disorder

C. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference meeting will be held to discuss objectives and answer questions relating to this solicitation. **Contractor’s attendance is not required but is strongly encouraged.** Additionally, attendance may facilitate the Contractor’s understanding of the requirements. Please submit your request to attend the Pre-Proposal Conference at: wchd.procurement@maryland.gov.

It is recommended that Contractors read the solicitation prior to the conference. If there is a need for language interpretation and/or other special accommodation, please advise via email so that reasonable efforts may be made to provide special accommodation.

D. Site Visit

Each Contractor shall completely satisfy themselves as to the exact nature and existing conditions of the site location and requirements of the specifications for extent and quality of the work to be performed. Failure to do so shall not relieve the Contractor of its obligation to carry out the provisions of the contract.

E. INQUIRES AND ADDENDA:

Michelle Hutchinson, Procurement Officer, is the sole point of contact for this solicitation. All questions regarding this solicitation must be submitted via email to: wchd.procurement@maryland.gov No later than April 24, 2026 @ 10:00 am. **Questions after this date/time will not be accepted.**

Any addenda to the solicitation will be issued prior to the proposal closing date and must also be emailed to Michelle Hutchinson at wchd.procurement@maryland.gov Please use the subject line: **“Solicitation # 2026-001, RFP State Care Coordination Addenda.”**

DOCUMENT B- GENERAL CONDITIONS

A. RESERVATIONS:

The Procurement Officer for the Washington County Health Department has the authority to:

- Reject any or all proposals or parts of proposals when, in reasoned judgment, the public interest will be served thereby.
- Accept minor deviations from specifications that do not affect purpose, operation, or costs.
- Reject proposals with omissions, irregularities, or unbalanced terms.
- Solely determine whether a contractor’s proposal is responsible and responsive.

B. COMPETITON:

All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

C. COMPLIANCE WITH LAWS:

If awarded a contract, the Contractor hereby represents and warrants that it:

- The Contractor is qualified and “In Good Active Standing” to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- The Contractor is not in arrears with respect to the payment of any monies due and owing to the County/State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
- The Contractor shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- The Contractor shall eschew any and all forms of employment discrimination and promote equal opportunity in hiring practices as well as the selection of subcontractors for use in any of its projects.
- Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
- Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- The contractor meets the qualifications required and years of experience stated.
- In addition to any other remedy available to the County/State, breach of any of the paragraphs of this clause shall, at the election of the County/State, be grounds for termination.
- Failure of the County/State to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County/State.

D. HOLD HARMLESS/INDEMNIFICATION:

The Contractor shall indemnify and hold the Washington County Health Department, Board of County Commissioners of Washington County, Maryland, State of Maryland harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of

negligence or willful misconduct committed by the County/State, its employees, agents and officials.

Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the written acceptance by the Washington County Health Department; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

A. TERMINATION:

Termination Prior to Expiration of Term: The Washington County Health Department reserves the right to terminate the resulting Agreement at any time, with or without cause, upon thirty (30) days.

written notice to Contractor, except where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Procurement Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Procurement Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Procurement Officer. In the event of termination without cause pursuant to this provision, the Washington County Health Department need not provide the Contractor with the opportunity to cure.

Termination for Default: If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County/State may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Washington County Health Department shall use reasonable efforts to mitigate such damages), and may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed as previously stated.

Termination for Non-appropriation: If the Washington County Health Department fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of the resulting Agreement, the Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Washington County Health Department or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the

Washington County Health from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The Washington County Health Department shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

B. MARYLAND REGISTRATION:

Contractors must be registered to do business in, and must be in good standing with the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department Of Assessments and Taxation website at: <http://dat.maryland.gov> or by call 410-767-1184 or Toll Free 888-246-5941.

C. AVAILABILITY OF FUNDS:

The contractual obligation under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

D. INTEGRATION AND MODIFICATION:

All the documents for this proposal, the contractor's response, and any resulting purchase orders make up the complete agreement between the parties. Any changes or additions must be made in writing and signed by both parties, nothing else will be considered part of the agreement.

E. NON-ASSIGNMENT OF CONTRACT:

Neither the Washington County Health Department nor the Contractor can give, sell, or transfer their responsibilities or benefits under this contract to anyone else without written permission from the other party.

Also, no employees of the Washington County Health Department can be personally held responsible for the contract, and only the Department and the Contractor have rights or obligations under no one else does.

F. RESPONSIBILITY:

The Washington County Health Department requires that a contractor prove it is capable and reliable before being awarded a contract. This includes showing:

- Experience, past projects, and years in business.
- Qualified project team and ability to complete work on time and within budget.
- Integrity and a good reputation.

A contractor may be disqualified if they are debarred, have poor performance history, lack required experience or key personnel, fail to provide requested documentation, or otherwise cannot meet the contract requirements.

The Washington County Health Department makes the final decision on whether a contractor is considered responsible and eligible for award.

G. EXCEPTIONS:

If a contractor cannot or will not follow any terms, conditions, or specifications in this solicitation, they must submit a written statement on company letterhead explaining each exception. If no exceptions are submitted, it is assumed the contractor agrees to all terms. Exceptions may be rejected, and the Washington County Health Department may consider a proposal non-responsive if an exception is unacceptable.

SITE CONDITIONS:

By submitting a proposal, the contractor confirms they have fully investigated all site conditions that could affect performing the work or services for the Washington County Health Department. The contractor also affirms they are familiar with all applicable Federal, State, and County laws, codes, and ordinances that may impact on the work, the people performing it, or the materials and equipment used.

H. CONTRACT SERVICES AGREEMENT:

The Washington County Health Department provides a sample Contract Services Agreement for review. If your company cannot agree to certain terms, you must note exceptions in your proposal. Do not fill in or sign the sample agreement. The official agreement will be prepared only for the successful contractor. Exceptions may be rejected and could affect award.

I. REDACTED VERISON:

Contractors may submit a redacted version of their proposal to the Washington County Health Department to protect confidential or sensitive information. This redacted version

is kept on file and only released if requested through the Maryland Public Information Act (MPIA). It is not used in evaluating or awarding the contract. If no redacted version is submitted, the full proposal may be released in response to an MPIA request.

J. PERSONALLY IDENTIFIABLE INFORMATION (PII)

The contractor agrees that any Personally Identifiable Information (PII) obtained while providing services for the Washington County Health Department will be used exclusively for the contracted services. The contractor will safeguard all PII, share it only under formal agreements, and either return or securely destroy it at the conclusion of the contract.

The contractor must immediately notify the Washington County Health Department of any unauthorized use or disclosure of PII, regardless of cause or severity. Notification must occur as soon as possible after discovery, but no later than two (2) business days from the date of discovery. The contractor is fully responsible for mitigating any harm resulting from unauthorized use or disclosure of PII, and all mitigation must be satisfactory to the Washington County Health Department and provided at no cost to the Department.

K. BUSINESS ASSOCIATES AGREEMENT (BAA):

Any award resulting from award of this solicitation shall be subject to a Business Associates Agreement (BAA) which will be executed after award of purchase Agreement.

L. AWARD NOTIFICATION:

The Washington County Health Department will provide a letter of award to notify the contractor about the award by mail/email. All contractors who submitted proposals will be informed which contractor(s) are selected before the award is finalized.

The awarded contractor must be able to provide:

- A Certificate of Insurance (COI) naming the Washington County Health Department as an additional insured.
- W-9 Form
- The Maryland Registration Certificate of Good Standing.

Once items mentioned above are provided the Procurement Officer will provide the Awarded Contractor with a Contract and a BAA for signatures.

Contractors wishing to contest the award can contact the Procurement Officer, Michelle Hutchinson.

DOCUMENT C- SPECIAL CONDITIONS

MINIMUM QUALIFICATIONS FOR OFFERORS

To be considered for this proposal, the Offeror must meet the following minimum qualifications:

1. Experience in Serving the Eligible Population

a) Contractors must be actively engaged in providing case management-related services to individuals with behavioral health issues for a minimum of three (3) years. Firms must meet this experience requirement to be considered for award.

b) Contractors must demonstrate experience in providing case management services, such as care coordination for individuals in recovery.

Documentation should include:

- Evidence of the organization's history and experience serving the eligible population.
- Examples of prior programs or services that show successful engagement with individuals in recovery.

2. Narrative Explanation of Meeting Performance Measures and Other Grant Requirements

The Contractor must provide a detailed narrative explaining how the program will achieve the performance measures outlined in the Conditions of Award/Scope of Work. The narrative should include:

- a) A description of the program showing how it will meet the required performance measures.
- b) Evidence of a strong understanding of State Care Coordination program requirements, including a detailed implementation plan.
- c) A description of service locations that support storing case files, meeting staffing needs, and ensuring client access to case management services.
- d) Assurance that the program will avoid conflicts of interest or self-referrals and

will respect consumer choice when connecting clients to additional services.

3. Timeline for Implementation

The Contractor must provide a reasonable and detailed timeline describing the anticipated timeframe to implement services. This should demonstrate the ability to begin services promptly and efficiently.

4. Staffing Plan

The Contractor must submit a staffing plan for the State Care Coordinator position(s), including:

- a) Explanation of the supervision structure for care coordinators.
- b) Documentation that staff training and supervision are adequate to support staff who work offsite and serve individuals with diverse needs and backgrounds.

DOCUMENT D- SPECIFICATIONS

A. BACKGROUND

The Washington County Health Department Local Addiction Authority (LAA) announces the Fiscal Year 2027 Notice of Funding Availability (NOFA) and is seeking proposals to provide State Care Coordination (SCC) services for Washington County residents in the early stages of recovery from a substance use disorder (SUD) or a co-occurring Mental Health/Substance Use Disorder (MH/SUD). This program is funded through the Federal Fund Block Grant Substance Use Services administered by the Behavioral Health Administration (BHA), which distributes funds through Local Behavioral Health Authorities (LBHAs) and Local Addiction Authorities (LAAs) across all 23 jurisdictions and Baltimore City.

The SCC program is designed to expand access to a comprehensive array of community-based behavioral health and faith-based services. It targets individuals transitioning from an American Society of Addiction Medicine (ASAM) level residential SUD treatment (including levels 1, 2.1, 2.5 partial hospitalization program [PHP], 3.1, 3.3, 3.5, 3.7, and 3.7 wm withdrawal management, incarceration, or homelessness, as

well as those who otherwise meet eligibility for Maryland RecoveryNet (MDRN) services.

MDRN works collaboratively with SCC services and Maryland Certification of Recovery Residences (MCOORR) certified recovery residences to provide time-limited access to recovery housing for individuals in early recovery diagnosed with SUD or co-occurring MH/SUD. These services help cover the cost of a recovery residence stay when other resources—including those from the individual, family, community, or other private and public sources—have been exhausted or are unavailable. MDRN funding supplements but does not replace existing services and funding streams.

Both SCC and MDRN are designed to provide participants with referrals and linkages to community services that support their personal and recovery goals. State Care Coordinators work with participants throughout their enrollment to develop and update an Individualized Recovery Plan (IRP) and coordinate continued access to covered services. Participants receive services in the jurisdiction where they currently reside.

All MDRN participants are eligible to enroll in SCC, which provides recovery housing services and SUD Client Support Services funds to help with costs such as prescriptions, transportation, vital documents, transitional support, and medical services. Like SCC, MDRN services are designed to help recipients remain engaged in recovery while promoting independence, self-sufficiency, and stability.

Individuals seeking MDRN recovery housing must apply through their State Care Coordinator and be approved by the BHA MDRN Regional Area Coordinator (RAC).

B. STATEMENT/SCOPE OF WORK

- a) Total Funding Available: The total amount of the grant award for Year 1 (12 months) is not to exceed \$ 125,000.
- b) The average number of clients served over the last three fiscal years is listed as follows: FY23 - 336, FY24 – 278, FY25- 241.
- c) The average caseload per care coordinator typically ranges from 40-60 active clients at any given time.

C. ESTIMATED NUMBER OF AWARDS:

Estimated Number of Awards: One award will be made. This grant cannot be subcontracted by the Awardee. The BHA has provided funding for the grant, which will be administered by the Behavioral Health Services Division of the Washington County Health Department. The current grant award period is during Fiscal Year 2027 ending June 30, 2027. After this period, there will be the option to renew for up to four (4) additional one-year periods, subject to availability of WCHD/LAA and BHA funds and performance of grant awardee. **This is not guaranteed.**

Option year one (1) July 1, 2027 – June 30, 2028

Option year two (2) July 1, 2028 – June 30, 2029

Option year three (3) July 1, 2029 – June 30, 2030

Option year four (4) July 1, 2030 – June 30, 2031

D. ELIGIBILITY:

To apply for the SCC services grant, an organization must:

- Be a community-based organization or provider.
- Have experience with providing Care Coordination or similar services to target population
- Demonstrate ability to meet project outcomes.
- Be in good standing with the Maryland Department of Taxation and Assessment.
- Be in good standing with Maryland Charities, if applicable.
- If nonprofit, have a current 501(c)(3) status.
- Not be a governmental entity
- May not be a housing provider.
- If a current grantee, must be in good standing.

- Be free from any actual or perceived conflict of interest with regard to the services provided through this program.

E. Grant Requirements:

The organization or service provider must:

- Provide SCC services that are person-centered and meet the unique needs of each participant.
- Designate one person to liaison with the WCHD LLA to provide information on grant reporting, evaluating the service or activity, and networking with other groups who receive grants.
- Submit a proposed budget for the grant period.
- Submit monthly invoices by the 10th day of each month for services rendered in the previous month. Supporting documentation-such as staff salary breakdowns and related financial records to be submitted with the invoice.
- Allow the evaluation of the service/activity by external evaluators, as determined by WCHD LAA
- Comply with BHA conditions of award for SCC and MDRN Maryland Department of Health (MDH) Provider Manual. The manual has been provided as an Attachment.
- Participate in training and technical assistance provided by the WCHD LAA and BHA.

F. ELIGIBLE AND INELIGIBLE EXPENDITURES

ELIGIBLE:

- Eligible expenditures include, but are not limited to staff salary, fringe and operating costs (if applicable) are relevant to providing SCC services.
- No portion of the SCC award may be used for client/consumer support or to cover recovery housing costs.

INELIGIBLE USE OF FUNDS:

Grant funds may **not** be used for the following:

1. Treatment services that are reimbursable by Medicaid.
2. The funding of programs that would deny a patient access to their program, because of their use of any of the Food and Drug Administration (FDA) approved Medication Assisted Treatment (MAT) medications.
3. Payment for promotional items including but not limited to clothing or commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags, unless otherwise specified in the program deliverables as a part of the provision of services to the designated population.
4. These funds may not be used for cash payments directly to consumers.
5. The purchase or construction of any building or structure to house any part of the program.
6. Direct payments to individuals to enter treatment or the continuation of participation in prevention or treatment services.
7. No portion of the SCC award may be used for Maryland Recovery Net (MDRN) client/consumer support services or to cover MDRN recovery housing costs.
8. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigation new drug application, where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
9. Funds may not be used to substitute or supplant federally funded projects or grants unless acknowledged and approved by the Federal Notice of Award. Any funds used to supplement existing projects must be clearly identified and reflected in the Statement of Work as a supplement to existing budgets.
10. Any program income must be used for the purposes and under the conditions of this award.

Additional ineligible expenditures include, but not limited to:

- Replacement of lost revenue.
- Indirect Cost
- Expenses that have been or will be reimbursed under any other.
- Federal, state or local opportunities.
- Construction costs.
- Lobbying.
- Fundraising.
- Payment for promotional items.
- Direct payments to individuals.
- Taxes.

G. Eligible Population: There are two categories of eligibility:

- Individuals with a SUD or co-occurring SUD and MH diagnosis transitioning from residential SUD treatment, individuals who self-identify as being homeless; or individuals transitioning from a jail or detention center; and
- MDRN eligible individuals who are engaged in or have a scheduled appointment for at a minimum, an outpatient SUD treatment level of care. Once an individual has been determined eligible for SCC, the individual then becomes eligible for MDRN.

Additionally, participants must:

- Be 18 years of age or older.
- Be a Washington County resident for the duration of their relationship with the assigned State Care Coordinator.
- Have a diagnosed SUD or co-occurring SUD and MH disorder.

- Have signed, written documentation from treating clinician stating that the individual is actively engaged in SUD-related treatment services for the full duration of the individual's eligibility for MDRN services.
- Have an income at or below 250% of the Federal Poverty Level.
- Provide emergency and collateral contact information for at least one individual with whom the participant has trust and safe relationship, to include address, phone number and email address, if applicable, to facilitate biweekly service encounters; and
- Agree to sign a consent for release of information to facilitate coordination of care efforts. No confidential information shall be provided to any entity unless expressly authorized by the individual.
- A copy of a valid consent to release information form, signed and dated by the individual shall be retained on file by the SCC and MDRN recovery residence provider. The individual may revoke consent at any time.

Ineligible Populations for SCC Services

Individuals who are actively enrolled in an American Society of Addiction Medicine (ASAM) residential level of care (3.1, 3.3, 3.5, 3.7, 3.7WM) are ineligible. Once discharged from this level of care, the individuals would become eligible for SCC enrollment. Individuals also cannot be enrolled concurrently in the State Care Coordination program and the following programs:

- Targeted Case Management (TCM)
- Psychiatric Rehabilitation Program (PRP)
- Projects for Assistance in Transition from Homelessness (PATH)
- Maryland Community Criminal Justice Treatment Program (MCCJTP)

H. Maryland RecoveryNet (MDRN) Overview and State Care Coordinator Role

Maryland RecoveryNet (MDRN) is a state operated program that builds partnerships with service providers across Maryland and funds access to recovery support services for individuals with substance use disorders (SUD) and co-occurring disorders. **MDRN is not part of this procurement and will not be contracted out. All MDRN functions, staffing, and decision-making remain with the State.**

In Washington County, all MDRN funding responsibilities remain with the Washington County Local Addiction Authority (LAA) through Washington County Health Department. The vendor will not manage, distribute, authorize, or oversee any MDRN funds.

The information below is provided only to explain how the vendor may interact with MDRN through the State Care Coordinator (SCC).

MDRN Program Components

1. MDRN Housing Requests

- Provides short term access to MDRN-approved recovery residences for individuals with SUD or co-occurring disorders who lack financial resources.
- Funding for housing is authorized and reimbursed separately through the Administrative Services Organization (ASO).
- The State Care Coordinator (SCC) screens individuals, makes referrals for MDRN Housing funding and coordinates with approved recovery residences.

2. MDRN SUD Consumer Support Funds

- Supports eligible items or services for individuals transitioning from ASAM inpatient care, outpatient care, incarceration, or homelessness.
- Access requires SCC referral and submission to the Local Addiction Authority (LAA) which reviews the request and determines approval or denial.
- These funds serve as **last resort**, emergency or short-term assistance.

3. Eligibility Requirements

- Individuals must meet MDRN eligibility criteria and enroll in the State Care Coordination Program (SCC).
- MDRN funds must connect to the client's clinical or recovery plan goals.

4. State Care Coordinator (SCC) Responsibilities (State Operated)

- Screen and refer individuals for MDRN Housing and Consumer Support funding.
- Verify ongoing SUD treatment participation.
- Ensure all Consumer Support Fund requests use the MDRN-approved application request form.
- Confirm applications are complete and include documentation of current SUD service enrollment.
- Submit applications to the LAA. The LAA then reviews, coordinates with providers, and issues approval documentation back to the SCC.

Important Note:

MDRN operations, funding management, and decisions remain entirely with the State and, in Washington County, with the Washington County Local Addiction Authority through the Washington County Health Department. The vendor has NO role in administering MDRN funding.

I. PERFORMANCE MEASURES AND REPORTING

A minimum of 140 Washington County residents is to be provided with SCC services. Deliverables, milestones, and timeframes are as follows:

| <u>General Performance Measure(s)</u> | |
|--|--|
| Performance Measure | Benchmark for Award Period |
| Number Screenings completed - individuals | 140 = Number of new/unduplicated individuals screened during the award period |
| Number individuals served - adults | 140 = Number of new/unduplicated individual enrolled during the award period. |
| # Services/engagements provided | 100 % = Number of duplicated care coordination/ case management services and engagements (cumulative) during the award period. |

| Activity/Service Screening - | |
|--|---|
| Performance Measure | Benchmark for Award Period |
| Screen and enroll new/unduplicated individuals into the SCC program. | 140 = Number of new/unduplicated individuals screened during the award period. |
| Screen and refer new/unduplicated individuals screened for eligibility into the MDRN Client Support Funds program. | TBD = Number of new/unduplicated referrals made to the MDRN consumer support program during the award period. |
| Screen and refer new/unduplicated individuals to the MDRN Recovery Residence Housing Program. | TBD = Number of new/unduplicated referrals made to MDRN Recovery Residence Housing during the award period. |
| Screen and enroll new/unduplicated individuals into the SCC program. | 140 = Number of new/unduplicated individuals screened during the award period. |
| Activity/Service- Referrals | |
| Performance Measure | Benchmark for Award Period |
| Document Number of individuals and the jurisdiction they are referred TO as a “warm hand-off”. | Number of new/unduplicated individuals TBD during award period/warm hand-off referrals tracked as needed. |
| Document # of individuals and the jurisdiction they are referred FROM as a “warm hand-off”. | Number of new unduplicated individuals TBD during the award period/warm hand-off referrals tracked as needed. |
| Document Number of referrals FROM another ASAM level of care into SCC. | Number of new unduplicated individuals TBD during the award period/referrals from ASAM LOC tracked as needed. |

| | |
|---|---|
| <p>Document Number of referrals FROM access points identified by the jurisdiction (jail/detention center, homeless shelter, recovery residences etc.)</p> | <p>Number of new/unduplicated individuals TBD during the award period/referrals from other access points tracked as needed.</p> |
| <p>Document referrals TO community resources (Ex: legal services, self-help groups, trauma-informed care, somatic care, mental health services, peer support services, medication-assisted treatment/opioid treatment providers, etc.)</p> | <p>Number duplicated individuals TBD during the award period/referrals tracked as needed.</p> |
| <p>Activity/Service- Care Coordination/Management</p> | |
| <p>Performance Measure</p> | <p>Benchmark for Award Period</p> |
| <p>Facilitate a minimum of 2x monthly face to face or telephone engagement with enrolled participants to review ICP/IRP goals and objectives.</p> | <p>140 = Number of duplicated engagements facilitated for enrolled participants during the award period.</p> |
| <p>Administer a Satisfaction Survey for individuals in the SCC program every 6 months and at discharge.</p> | <p>140 = Number of unduplicated enrolled participants OR 100% of individuals enrolled in the program during the award period.</p> |
| <p>Document individuals who have successfully completed and have been discharged from the SCC program.</p> | <p>TBD = Number of unduplicated individuals successfully discharged during the award period.</p> |
| <p>Document individuals discharged from SCC and referred back to residential treatment (ASAM) Level of Care 3.1, 3.3, 3.5,3.7, 3.7wm)</p> | <p>TBD = Number of unduplicated individuals referred back to an ASAM residential LOC during the award period.</p> |
| <p>Document individuals who have left the program/discharged without advice after 30 days of no contact.</p> | <p>TBD = Number of unduplicated individuals who have left the program without advice/guidance/30 days no contact during the award period.</p> |

| | |
|--|--|
| Document individuals discharged from the SCC program due to a Critical Incident Report (CIR) . | TBD = Number of unduplicated individuals during the period; CIRs tracked/submitted as they occur. |
| Facilitate a minimum of 2x monthly face to face or telephone engagement with enrolled Participants to review ICP/IRP goals and objectives. | Activity/Service Referrals |
| Activity/Service-Outreach & Marketing | |
| Performance Measure | Benchmark for Award Period |
| Conduct community outreach to behavioral health providers and other community recovery supports a minimum of 1x quarterly. | 4x = Number of marketing/outreach activities conducted during the award period. |
| Participate in all MDH/BHA scheduled/unscheduled meetings and site visits. | 12 = Number of SCC/MDRN Monthly workgroup Meetings attended during the award period. 4 = Number of SCC/MDRN Quarterly Forum <ul style="list-style-type: none"> • Meetings attended during the award. |
| Individualized Care/Recovery Plan – ICP/IRP | |
| Collaboratively establish an ICP/IRP for individuals enrolled in SCC/MDRN | 140 = Number of enrolled participants OR 100 % of individuals enrolled in the program during the award period. |
| ADMINISTRATIVE REPORTS/INVOICES DUE | |
| Submit monthly invoices | <ul style="list-style-type: none"> • By the 10th of the following month. • Line-item budget of actual expenditures each month with supporting documentation |

| | |
|---------------------------|---|
| Submit monthly SCC report | <ul style="list-style-type: none">• Completion of required documents• Submission to LAA by the 10th of the following month. |
|---------------------------|---|

J. Invoicing

Submission of an invoice constitutes the Contractor’s verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- a) Contractor’s name and address.
- b) Remittance address.
- c) Federal taxpayer identification (FEIN) number, social security number, as appropriate.
- d) Invoice period (i.e. time period during which services covered by invoice were performed).
- e) Invoice date.
- f) Invoice number.
- g) Goods or services provided.
- h) Amount due; and
- i) Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The WCHD reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The County/State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed, and no further charges are to be incurred

under the Contract. In no event shall any invoice be submitted later than 30 calendar days from the Contract termination date.

K. Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. Submit invoice monthly by the 10th of each month.

L. DOCUMENTATION

- Jurisdictions may create their own referral and intake forms, but all documents must be reviewed and approved by the LAA, BHA Coordination of Care Program Manager and BHA MDRN Director prior to implementation.
- Forms may be paper-based or within an electronic health record.
- Documentation of each care coordination session must be completed immediately following the interaction and must include: the date of service, start time, end time, and a summary of the interaction that clearly ties back to the participant's Individualized Care Plan (ICP). Contacts must occur on a bi-weekly basis, and each encounter must last **at least 20 minutes**.
- Client files and documents must be stored in a secure, confidential space in compliance with applicable confidentiality standards (including HIPAA and 42 CFR Part 2)
- The MDRN Housing Authorization and MDRN SUD Consumer Fund Application cannot be altered and must be used as provided. (See appendix B)

M. ADMINISTRATIVE REQUIREMENTS

All personnel provided under this RFP must maintain any required professional certifications in full and active standing for the entire duration of the contract. Contractors are required to provide documentation of all licenses or certifications upon request by the LAA during any audit or compliance review. Failure to maintain required credentials or to provide documentation when requested may result in corrective action, up to and including termination of the contract.

The Awardee must adhere to all grant requirements and comply with the Maryland Department of Health (MDH) Conditions of Award, and relevant local, state, and federal laws and regulations. The Awardee will demonstrate cultural and linguistic competence in the delivery of services to diverse populations.

The Awardee's staff will participate in scheduled program meetings with BHA or/LAA staff and MDH as requested.

The Awardee will create clear Policies and Procedures for all paid and volunteer staff. Policies and Procedures may be subject to review and approval by the BHA or LAA.

The Awardee will create clear Rules of Conduct for participants that promote tolerance, acceptance, and sensitivity to diverse pathways of recovery and diverse cultures. The Rules of Conduct will be clearly posted at the facility and may be subject to review and approval by the BHA or LAA.

The Awardee must obtain & maintain current knowledge within the Washington County and Maryland community resources. A broad network of referral sources, services, and supports must be established to ensure timely access to care.

N. FACILITY REQUIREMENTS

The Awardee will provide a safe, welcoming, and clean facility that is compliant with all Washington County building and environmental codes, including guidelines for accessibility established by the Americans with Disabilities Act (ADA). The facility must meet all safety requirements to provide a space conducive to HIPPA compliance.

The Awardee must maintain **HIPAA-compliant record-keeping practices**, such as storing paper records in **locked filing cabinets located behind locked doors**, ensuring controlled access to confidential information, and implementing procedures that always safeguard protected health information (PHI).

The Awardee will agree to ongoing monitoring and inspection by the BHA and WCHD/Washington County LAA, in addition to all other inspections required by the County.

O. GRANT AGREEMENT AND TERMINATION FOR NON-PERFORMANCE

The Awardee shall enter into a Grant Agreement with the WCHD/Washington County LAA. Any Grant Agreement resulting from this RFP may be terminated by either WCHD/BHA/Washington County LAA or the Awardee by giving sixty (60) days' written notice to the other party.

If the Awardee shall fail to fulfill in a timely and proper manner its obligations under the Grant Agreement, or if the Awardee shall violate any terms of the Grant Agreement, within the sole discretion of the WCHD/BHA/Washington County LLA, the WCHD/BHA/Washington County LAA may immediately terminate the Grant Agreement by giving written notice to the Awardee.

DOCUMENT E – EVALUATION OF CONTRACTORS

A. EVALUATION:

Proposals will be evaluated through a step-by-step process in which the Evaluation Team will determine the most qualified contractor. The first step is the evaluation of the Technical Submittal based on the Technical Evaluation Criteria. The second step is the review of the Budget Submittal. The third step, if necessary, may include a presentation and interview with the Evaluation Team.

B. TECHNICAL EVALUATION CRITERIA

Evaluation Criteria

The first phase of evaluation will be based on the criteria listed below. Proposals must be organized according to these criteria, with each section clearly titled, numbered, and labeled with the Contractor's name. Page numbers should appear in either the header or footer.

1. Organizational Capacity (10 points)

Reviewers will evaluate the Contractor's experience, staff qualifications, and ability to manage programs of this type and scale. Evidence of previous successful program implementation will strengthen this section.

The section must include the Contractor's name on each page and page numbers. It should clearly demonstrate the Contractor's understanding of the Washington County Health Department's needs and include:

- ✓ A brief history of the Contractor
- ✓ An explanation of why the Contractor is qualified and best suited for the award
- ✓ A list of all required licenses and certifications
- ✓ A demonstration of the Contractor's ability to meet all performance measures and reporting requirements outlined in the Statement of Work

2. Approach to Service Delivery (15 points)

Reviewers will assess the proposed methods for delivering services, including how effectively they address the target population's needs and promote person-centered care.

3. Project Description & Outcomes (20 points)

This criterion evaluates the clarity and feasibility of the project plan, the relevance of the proposed services, and the measurable outcomes the Contractor intends to achieve.

4. Implementation & Operations Strategy (30 points)

Reviewers will consider the Contractor's **operational plan**, including timelines, staffing, coordination with partners, and strategies for addressing potential challenges.

5. Budgets & Sustainability (15 points)

Reviewers will assess the reasonableness and completeness of the proposed budget.

6. Appendices/Supporting Documentation (10 points)

This includes all required attachments, such as letters of support, certifications, organizational charts, and other materials that support the application's credibility and completeness.

C. BUDGET PROPOSAL

The Budget Proposal is the second phase of evaluation and must be submitted separately from the Technical Proposal. It should clearly outline all costs associated with the proposed program and demonstrate that the budget is reasonable, complete, and aligned with the scope of work.

The Budget Proposal should include the following:

1. Budget Summary – Provide a concise overview of all costs, including personnel, fringe benefits, operational expenses, program supplies, and any other direct or indirect costs.

2. Detailed Line-Item Budget – Break down all expenses by category and provide sufficient detail to allow reviewers to understand how funds will be used to achieve the program’s goals.
3. Justification/Explanation – Include a brief narrative explaining the purpose of each line-item expense, demonstrating how each supports program implementation and performance measures.
4. Sustainability Considerations – If applicable, describe how the program will sustain services beyond the grant period and any plans to leverage other funding sources.

D. Presentation and Interview with the Evaluation Team (If Applicable)

After the evaluation of the Technical and Budget Proposals, the Washington County Health Department may invite shortlisted Contractors to participate in a presentation and/or interview with the Evaluation Team. This step is optional and will be used to clarify proposal content, assess the Contractor’s approach, and further evaluate qualifications.

Requirements for this phase include:

- Availability – Contractors must be available on the dates specified by the Washington County Health Department. Any changes to the schedule will be communicated to all shortlisted Contractors in advance.
- Content – The presentation should provide an overview of the proposed program, including the approach to service delivery, operational plan, and expected outcomes. Contractors may also be asked to respond to questions from the Evaluation Team.
- Format – Presentations will be conducted virtually via a platform such as Google Meets unless otherwise specified.
- Evaluation – Participation in the presentation or interview is not a guarantee of award. The Evaluation Team will use this opportunity to clarify proposal details and assess the Contractor’s ability to implement the program successfully.
- Note: Contractors should plan for a presentation length of approximately 30–60 minutes, including time for questions and discussion.

E. SUBMISSION OF RESPONSE:

Please be advised that hand-delivered proposal responses will not be accepted. The Washington County Health Department requires all solicitations to be submitted electronically through the procurement mailbox at The Washington County Health Department via email at: wchd.procurement@maryland.gov. **Proposals must be submitted electronically by May 1, 2026 @ 10:00 am. EST. No other submission method will be accepted.**

NO LATE PROPOSALS WILL BE ACCEPTED.

F. SUBMISSION REQUIREMENTS OF PROPOSAL DOCUMENT:

Budget Proposal:

Attachment #6 Signature Sheet for Budget Proposal

Attachment# 7 Budget Proposal Sheet (Submit separately from the Technical Proposal).

Technical Proposal:

Attachment #4 Signed Notice of Award/Scope of Work.

Attachment #5 Technical Proposal Signature Page.

**Along with work proposal documentation,
Qualification documentation.**

**Attachment #8 Insurance Requirements - Ability to provide
Certificate of Insurance.**

**Any current license or certification required to
perform services.**

Attachment #9 Affidavit

Attachment #10 W-9

Attachment #11 Acknowledgement of Addenda

Attachment #12 Government Wide Debarment and Suspension

Attachment #13 Business Associate Agreement

Attachment # 1



Maryland

DEPARTMENT OF HEALTH

BEHAVIORAL HEALTH ADMINISTRATION

**State Care Coordination (SSC)
and
Maryland RecoveryNet (MDRN)**

PROVIDER MANUAL

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STATE CARE COORDINATION (SCC) OVERVIEW

The Behavioral Health Administration (BHA) provides Federal Substance Abuse Block Grant (SABG) funding for State Care Coordination (SCC) to Local Behavioral Health Authorities (LBHAs) and Local Addiction Authorities (LAAs) in Maryland's 23 jurisdictions and Baltimore City in an effort to expand access to a comprehensive array of community-based behavioral health services and faith-based community services for Maryland residents who are in early stages of recovery from a Substance Use Disorder (SUD) or a co-occurring mental health and substance use disorder (MH/SUD). SCC is designed for individuals who are transitioning from an American Society of Addiction Medicine (ASAM) level substance use disorder (SUD) residential treatment program, incarceration, or homelessness to community-based care, or who have otherwise been determined eligible for Maryland Recovery Net (MDRN) services. SCC and MDRN services both aim to improve recovery outcomes for individuals identified as at high risk for relapses by connecting them to needed community services and resources.

MARYLAND RECOVERYNET (MDRN) OVERVIEW

Maryland RecoveryNet (MDRN) works collaboratively with State Care Coordination (SCC) entities and Maryland Certification of Recovery Residences (MCCORR) certified recovery residences statewide to provide time-limited access to certified recovery residences for individuals in early recovery who have been diagnosed with SUD or co-occurring Mental Health and SUD. These services assist in defraying the cost of an individual's recovery residence stay when existing resources from the individual, the individual's family, the community, or other private and public sources have been exhausted or are otherwise unavailable. MDRN funding supplements, but does not replace or supplant, prevailing services and funding streams. MDRN eligible individuals may access MDRN SUD Client Support Services funding through the Local Behavioral Health Authority (LBHA) or Local Addiction Authority (LAA) for the purchase of emergency goods and other time-limited services to alleviate a need that presents a barrier to the individuals' recovery. Both SCC and MDRN are designed to provide participants with referrals and linkages to community services that facilitate the attainment of their personal and recovery goals. State Care Coordinators meet with participants throughout the course of their enrollment in SCC and/or MDRN to develop and update the Individualized Recovery Plan (IRP)/Individualized Care Plan (ICP) and to coordinate continued access to covered services. All SCC and MDRN participants are encouraged to work with the State Care Coordinator in the jurisdiction in which they are currently residing.

All MDRN participants are eligible to enroll into SCC through which they can access recovery housing services, as well as SUD Client Support Services funds to subsidize the cost of prescriptions, transportation, vital documents, transitional support needs, and medical services. Like SCC, all MDRN services are designed to assist recipients in remaining engaged in their recovery journey while promoting independence, self-sufficiency, and stability. A potential service recipient must apply to the MDRN program through their State Care Coordinator and be approved by the BHA MDRN Regional Area Coordinator (RAC) in order to receive MDRN recovery housing services. SCC and MDRN policies and requirements are addressed in this Provider Manual, as follows. Forms for SCC services may be obtained by accessing the BHA website:

<https://health.maryland.gov/bha/Pages/newforms.aspx>.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)
State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)

Attachment #1 Cont'd

Forms and additional information for MDRN services may be obtained by accessing the BHA website:
<https://health.maryland.gov/bha/Pages/Recovery-Residences.aspx>

INDIVIDUAL CHOICE

The SCC and MDRN programs are person-centered, recovery initiatives that strive to meet the unique needs of each participant. In order to enroll in the program, individuals must make an informed decision as to the nature and type of behavioral health treatment and recovery support services are needed, and commit to participate in such services for the length of time necessary to support implementation of an IRP/ICP. Individuals who opt to enroll in MDRN services must also agree to work with a State Care Coordinator while MDRN services are being provided. Neither the SCC nor the MDRN program shall place any restrictions on participants' rights to choose a treatment or recovery support provider, provided the program is licensed or certified by the Department and for recovery residences be MDRN-approved.

SCC/MDRN ACCESS AND ELIGIBILITY REQUIREMENTS

Intake and enrollment into SCC and MDRN are conducted by State Care Coordinators who will work with the participant until individualized recovery plan goals (IRPs) are met; individuals will be reassessed at six months to assess for continued need for services. Each participant is able to choose recovery housing service providers from a list that is maintained by the BHA. Other ancillary services that participants may need to access may be reviewed with the State Care Coordinator. SCCs are encouraged to have a working list of available community resources that is maintained and updated regularly.

In order to access either program, a participant must first meet established eligibility requirements and freely choose to enroll and participate in the program. Access points for services may include but are not limited to American Society of Addiction Medicine (ASAM) Residential SUD and community-based SUD treatment programs, hospitals, somatic health care providers, mental health providers, homeless shelters, correctional and detention center facilities, and recovery residences. An individual must first be enrolled in SCC in order to access MDRN services. Individuals returning to the community from a controlled environment (i.e., jail, prison, or a detention center) may begin the intake process for SCC and MDRN services 30 days prior to release; however, services may not begin until the individual has been physically released from the institution. SCCs must always obtain prior approval from the institution and the LBHA/LAA to gain access to the facility. This may be done by coordinating with jail, prison, or detention center social work or case management staff inside of the institution as well as with the LBHA or LAA of the jurisdiction in which the facility is located. Each jurisdiction may develop its own referral and intake documents based upon jurisdictional program needs and requirements; however, all documents must be reviewed and pre-approved by the BHA Coordination of Care Program Manager and MDRN Director prior to implementation of either a paper process or through forms within an Electronic Medical Record (EMR)/Electronic Health Record (EHR).

BEHAVIORAL HEALTH ADMINISTRATION (BHA)
State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)

Attachment #1 Cont'd

There are two categories of eligibility:

1. Individuals with a SUD or co-occurring SUD and MH diagnosis transitioning from residential SUD treatment; individuals who self-identify as being homeless; or individuals transitioning from a jail or detention center; and
2. MDRN eligible individuals who are engaged in or have a scheduled appointment for at a minimum, an outpatient SUD treatment level of care. Once an individual has been determined eligible for SCC, the individual then becomes eligible for MDRN.

Additionally, participants must:

1. Be 18 years of age or older;
2. Be a Maryland resident for the duration of their relationship with an assigned State Care Coordinator;
3. Have a diagnosed SUD or co-occurring SUD and mental health disorder;
4. Have signed, written documentation from the treating clinician stating that the individual is actively engaged in SUD related treatment services for the full duration of the individual's eligibility for MDRN services;
5. Have an income at or below 250% of the Federal Poverty Level;
6. Provide emergency and collateral contact information for at least one trusted family member or at least three individuals with whom the participant has a trusting and safe relationship, to include address, telephone number, and email address, if applicable, to facilitate biweekly service encounters; and
7. Agree to sign a consent for release of information to facilitate coordination of care efforts. No confidential information shall be provided to any entity unless expressly authorized by the individual. A copy of a valid consent to release information form, signed and dated by the individual shall be retained on file by the SCC and MDRN recovery residence provider. The individual may revoke consent at any time.

MDRN CLIENT SUPPORT SERVICES

MDRN eligible individuals may access MDRN Client Support Services funding through the LBHA or LAA for the purchase of emergency goods or for the provision of time-limited services to alleviate a need that

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

presents a barrier to the individuals' recovery. The purpose of MDRN SUD Client Support funds, is to enable an individual to access or retain community-based behavioral health services and shall be linked to the individual's clinical treatment and individualized treatment plan (ITP)/individualized care plan. Any requests for MDRN funding must demonstrate the relationship between the requested MDRN service or support and the individual's identified clinical treatment or recovery support goal. Client Support Fund assistance is available to support needs such as, transportation, vital documents, transitional support, somatic healthcare, and pharmacy needs.

In order for the individual to receive MDRN-funded services, written documentation from the treating clinician stating that the individual is actively engaged in SUD treatment at the time of the initial request or that an initial appointment has been scheduled and confirmed, documentation authorizing the release from an institution, jail or detention center, or if transitioning from any ASAM level of care, documentation must be on file with the MDRN provider before services may be rendered. Ongoing documentation that the individual is receiving SUD treatment from a licensed Public Behavioral Health Service (PBHS) SUD treatment provider is required in order for the individual to retain eligibility for MDRN Client Support Services funding.

Invoices for MDRN Client Support Services shall not be reimbursed in the absence of an itemized receipt of purchase and a signed and dated statement by the individual of receipt of the item(s). Only those specific items for which approval has been granted in advance shall be reimbursed. If a specific item has not been explicitly identified and pre-approved, payment for that item shall not be reimbursed.

MDRN is to be utilized as a funding of last resort after all other community, private, individual, or family resources have been exhausted. The LBHA or LAA must use an assessment form created by the Local Authority to document the availability of other resources in the community, which resources were pursued, and the outcome of those pursuits. At a minimum, three alternative resources must be consulted. Reimbursement shall be for only approved actual costs of goods or services minus the contributions from all other sources.

Any annual expenditure in excess of \$1,000 for any one individual must be approved in advance by the BHA's Director or Assistant Director of the Clinical Services Division, Adults and Older Adults or their designee. The cumulative \$1,000 per client per fiscal year threshold merely represents the upper limit of approval authority for the LBHA/LAA for any individual without further written BHA approval; it does not represent an annual funding amount to which an MDRN eligible client is entitled to receive.

MDRN eligible Client Support Services Funding may be utilized for the following:

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

Transportation

Monthly or reduced fare tokens, passes, or vouchers to support transportation for participants engaged in Fee-for-Service (FFS) Public Behavioral Health System (PBHS) SUD treatment services, when Medicaid (MA) does not pay for the transportation, and a sustainability plan exists for how transportation shall be provided when MDRN funds are no longer available. Transportation funds may be used on a time-limited basis for MDRN clients to access or retain community-based behavioral health services. Funds may only be used to support transportation costs from a licensed or registered transportation network provider (e.g., public transportation: bus, subway, light rail, taxicab; ride sharing service). It also may be used to purchase specialized transportation services including mobility vouchers, and cab services under certain conditions.

Vital Documents

Client Support Services funding may be utilized to acquire birth certificates, Maryland State photo identification cards, and driver's licenses.

Transitional Support Needs

Transitional Support Needs may only be utilized as emergency or one-time only purchases for clothing or personal hygiene items, educational or employment expenses in connection with the individual's approved supported employment, SUD or MH treatment, or recovery plan when the expenditure is not otherwise eligible for coverage from the Division of Rehabilitation Services (DORS) or a related state or federal program. Transitional support requests must be for specific items and not for broad categories of items. Each item to be purchased must be specifically and separately described with the MDRN Client Support Services request.

Funds may be used for the following allowable emergency or one-time only permanent housing costs (**not for a recovery residence**) in order to alleviate a need that is presenting a barrier to recovery:

- Security deposit and first month's rent for permanent housing (**not for a recovery residence, provider-owned residence, or facility**)
- Utility turn-on charges or deposit for permanent housing (**not for a recovery residence, provider-owned residence, or facility**);
- Basic household goods to establish a permanent housing residence (**not for a recovery residence, provider-owned residence, or facility**); and
- Past due utility, rent, or mortgage when payment enables the client to remain in permanent housing, and when there is a sustainable plan for continuing payment by the client (**not for a recovery residence, provider-owned residence, or facility**).

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

Medical Services

Funds may be used for medical or dental services for which no other resource exists or for durable medical equipment (e.g., eyeglasses, hearing aids). A completed copy of the Public Behavioral Health System (PBHS) uninsured eligibility form, and a completed copy of a Medicaid or Health Insurance Exchange application and documentation of submission must accompany the request for medical services.

Pharmacy

Funds shall be used for MDRN clients who are not Medical Assistance (MA) beneficiaries and who receive a prescription for a medication related to the treatment of a behavioral health disorder or a medication which supports the administration of a medication related to a behavioral health disorder from a prescriber who is licensed by the Maryland Board of Physicians or the Maryland Board of Nursing, and legally authorized to prescribe the medication. Funds shall be used as a last resort after exhausting other alternatives such as:

- Physician samples
- Pharmaceutical companies' indigent medicine program
- Med Bank
- Charitable organizations

A completed copy of the PBHS uninsured eligibility form, and a completed copy of a Medicaid or Health Insurance Exchange application and documentation of submission must accompany the request for pharmaceuticals. Funds shall only be used after Medicare Part D coverage has been exhausted and not for the Medicare "donut hole."

Ineligible Use of MDRN Client Support Services Funds

MDRN funds shall not be used for the purchase of or reimbursement for purchase of the following:

- Goods and services for the use of employees, consultants, contractors, staff of the LBHA/LAA, SCC entity, recovery residence or any other affiliated entity for any friends or family members of employees, consultants, contractors, staff of the LAA/LBHA, SCC entity, or any other affiliated entity;
- Cell phones, cell phone services, or associated fees and charges;
- Passports;

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

- Furniture, household furnishings, or supplies for the operation of a recovery residence, provider-owned residence, or facility;
- Communal supplies for the operation of recovery residences, provider-owned residences, or facility including but not limited to toilet paper, cleaning and household supplies, bedding, towels, cutlery, cooking utensils, dishes, or appliances;
- Services that are directly or indirectly provided by SCC or MDRN approved providers;
- Recovery residence, provider-owned residence, or facility operating expenses; or
- Recovery residence fees such as: application, security deposits, move-in fees, or any other fees, charges, or rent for a recovery residence or provider-owned residence.

Additional ineligible use of MDRN Client Support Services Funds cannot be used to cover services or equipment that is reimbursable by the PBHS or other payor, which includes:

- Co-pays for services reimbursable by the PBHS;
- Clients' personal, family members', or friends' vehicle repairs, emissions tests, registration fees, transfer taxes, titling fees, insurance premiums, monthly payments, or down payments of any kind;
- Gasoline, including mileage reimbursement, for use in a client's personal, family members' or friends' vehicle;
- Gym or health club memberships (unless prescribed by the treating physician);
- Legal fees, fines, or debts not otherwise specified under the "Transitional Support Needs" heading of this section; or
- Gift cards, incentive payments; or rewards.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

MDRN HOUSING SERVICES

MDRN Recovery Housing means a recovery residence that is certified and MDRN-approved to provide alcohol-free and illicit drug-free housing to individuals with substance-related disorders, and co-occurring mental health and substance-related disorders.

Please remember the information contained here is to serve as a guide, and that the MDRN Recovery Area Coordinator (RAC) may approve or deny any service requests depending on the nature of and circumstances surrounding the request, and the availability of MDRN funds. MDRN utilizes State General Funds; thus, funding is limited and does not constitute an entitlement.

RECOVERY RESIDENCE LOCATION CHANGES (ADDING/REMOVING LOCATION)

BHA requires that Maryland Certification of Recovery Residences (MCORR) be notified of any changes in program status 60 calendar days prior to such actions becoming effective. Recovery housing owners or operators planning to permanently discontinue or temporarily suspend program operations must submit to MCORR, not later than 60 calendar days prior to the planned program closure or suspension a written plan on the provider's letterhead that includes provisions for the following:

1. Permanently discontinuing or temporarily suspending program operations including the reason for program closure or suspension, the expected timeline for discontinuation or estimated duration for the suspension of program operations, the number of residents affected by the discontinuation or suspension of program operations, and the location of the temporary residence(s), if applicable;
2. Written notice to residents of the planned discontinuation or suspension of program operations, the expected timeline for discontinuation or estimated duration for the suspension of program operations, the location of the temporary residence(s), if applicable, resources for other certified recovery residences and housing options;
3. Written notification to employees, volunteers, staff, and peers of the cessation or suspension of operations and the expected timeline for discontinuation, or estimated duration for the suspension of program operations; and
4. Storing and protecting all participants, programs, and financial records.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

The recovery housing owner or operator shall immediately inform MCORR if, for unplanned reasons, program operations are temporarily suspended or permanently discontinued. BHA, MCORR, and the LBHA or LAA have the right to contact residents to discuss the discontinuation or suspension of program operations, and to facilitate participant placement. At all times during this process, the recovery residence owner or operator shall cooperate with BHA, MCORR, and the LBHA or LAA. If the recovery residence owner or operator does not comply with the requirements specified in this section, BHA and MCORR may deny any future applications for recovery residence certification or MDRN funding submitted by the owner, operator, or principals of the recovery residence.

If a recovery residence owner or operator wishes to relinquish certification for a certain recovery residence or does not apply to renew certification for that residence, the owner or operator must submit to MCORR a written plan on the provider's letterhead that includes provisions for the following:

1. Informing residents of the planned discontinuation of certification and of other certified recovery residences and housing options;
2. Discontinuing referrals from BHA and the LBHA or LAA in advance of expiration of the recovery residence certification; *and*
3. Transitioning any resident who is receiving funding to a certified recovery residence if the resident chooses to continue receiving MDRN funding.

NOTE: MCORR Certifications and MDRN approvals for service locations are NON-TRANSFERRABLE

Please complete and submit a MDRN location change or additional/removing location form and a copy of the MDRN application along with supporting documentation, if needed, such as (W-9, EIN letter, MCORR Certificate of Compliance) to: mdrn.housinginfo@maryland.gov. Upon approval, your provider file will be updated.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

MEDICATION ASSISTED TREATMENT (MAT)

Recovery residence screening protocols shall be consistent, fair, and documented. A recovery residence shall not deny or reject an applicant solely based on their use of MAT. Such exclusions may violate the Federal Fair Housing Act and the Americans with Disabilities Act (ADA). If an individual is prescribed medication to treat a substance use disorder, the Americans with Disabilities Act (ADA) and Fair Housing Act (ADA) may require housing programs to admit the individual. The ADA also requires that state-funded housing provide “reasonable accommodations” to individuals with disabilities, including those in recovery from a SUD.

Reasonable accommodations can be found here under HOUSING: <https://adata.org/factsheet/ada-addiction-and-recovery-and-government>

All recovery residence providers entering into an agreement with MDRN must have a written nondiscrimination policy including protections for individuals on MAT and considerations for the safe and effective use and storage of prescription and nonprescription medication. This policy must be submitted with the Housing Provider Application to the BHA. MDRN services providers shall not:

- Deny service delivery to a SCC or MDRN participant solely due to individual’s being on full or partial opiate agonist medication (Methadone or Buprenorphine) or full antagonist medication (Naltrexone);
- Make admission contingent upon the individual’s eventual detoxification from full or partial opiate agonist medication or discontinuation of full antagonist medication; or
- Deny service delivery to a SCC or MDRN participant who has been prescribed any other medication to treat a diagnosed medical condition. This includes stimulant medication for individuals with a diagnosis of ADHD.

If an individual is denied access to services by the recovery residence provider because of MAT participation, the first incident shall require a Corrective Action Plan (CAP) between MDRN and the service provider. A reported second offense shall result in the service provider being removed from the MDRN provider list.

ELIGIBILITY AND REFERRAL PROCESS – MDRN RECOVERY HOUSING SUPPORT

1. The State Fiscal Year (SFY) is from July 1 to June 30. Each SFY, MDRN participants are eligible to apply to receive funding for the initial 60 days of housing services. If the participant is found to be eligible at the time the housing request is submitted, the SCC will send a Housing Request form to: mdrn.housinginfo@maryland.gov.
2. When or if a 30-day extension is needed, the housing provider may request it by sending an email

request to: mdrn.housinginfo@maryland.gov with the Housing Request form, an Individualized Employment Plan (IEP), and a personal statement with a minimum of three sentences submitted

by the participant, explaining why the additional days are needed and how the additional days will support their recovery process.

3. If a participant requests a transfer to another recovery residence, the SCC will submit a Housing Request form and note "Transfer" on the request document.
4. The recovery housing application must be completed by the SCC and may not be completed by any other entities. If the participant is requesting a referral to a jurisdiction other than their place of residence, the SCC by whom the participant is currently being served should make the request and provide a "**warm**" handoff to the SCC in the jurisdiction to which the referral is being made.

Referrals for recovery housing require the SCC to complete the housing intake form in addition to all SCC and MDRN enrollment documents. The housing intake form must be emailed to the RAC and approved prior to placement. Once approved, the participant must select a provider from the list of approved MDRN recovery housing providers. In the event of a participant complaint about a provider, the participant will be offered the option to change providers, regardless of whether the complaint is substantiated.

APPROVAL PROCESS – MDRN RECOVERY HOUSING SUPPORT

Once a recovery residence has been approved for MDRN funding, the RAC will add the provider to the Box account. To set up a free *Box* account, please go to <https://www.box.com/pricing/individual>. After this account is set up, please send an email to mdrn.housinginfo@maryland.gov and specify the name and email address used for this account. The recovery housing provider will inform the RAC of the individuals who will require access to the account to update the bed tracker database. Once the individuals' email addresses have been added, they will receive an initiation email to the *Box*. When in the *Box*, the provider will see the approved sites listed. The bed tracker should be updated daily by the recovery housing provider. This process allows the provider the ability to monitor bed capacity.

BOX EDIT INSTRUCTIONS-MDRN RECOVERY HOUSING SUPPORT

STEP 1:

Click on the site to be edited.

STEP 2:

At the top of the screen, you will see "open." Once you click on "open," you will see "Microsoft Excel Online."

STEP 3:

A new window will open to begin editing the site. When all edits have been made, close out of the page. It is not necessary to "save," as changes are automatically saved as you edit.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

Codes for Bed Tracking Sheets:

1. P = Present
2. A = Absent
3. D = Discharge
4. TA = Transfer within provider's program
5. TB = Transfer outside of provider's program

Bed tracking spreadsheets must include the following:

1. Resident's Name: List all residents residing at the specific site location listed on the spreadsheet. Residents that are not receiving MDRN funds should be listed in **RED**;
2. Funding Status: If the funding status has changed for a resident within the same month, list the resident a second time, indicating when this change has occurred;
3. House Manager's Name: Only if this person is residing at the site/residence;
4. Date of Birth; Include the date of birth for any resident receiving MDRN Funds;
5. Code(s): Use the appropriate code for each day the resident is enrolled in the provider's recovery housing program; and
6. Comment Section: This section may be used to provide an explanation, notes and any other relevant and pertinent details.

ELIGIBILITY AND REFERRAL PROCESS – MDRN CLIENT SUPPORT SERVICES FUNDS

A referral for MDRN client support funds should be initiated by the SCC to the jurisdiction's local systems manager (LBHA, LAA, CSA) contact.

The SCC shall:

1. Determine if individuals are eligible and amenable to participate in SCC and MDRN services. Once an individual has been determined eligible, they are then enrolled into SCC. The SCC will then assess the individual's needs for and availability of MDRN Client Support Services recovery housing options.
2. Complete an initial in-person intake/interview, unless the travel distance is more than 20 miles or greater than 30 minutes from the SCC's base of operations, in which case a telephone or virtual intake/interview is acceptable.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

3. Meet with the individual at least 30 days prior to release from an ASAM SUD treatment facility, detention center, prison, jail, in the community at a designated safe space, or via phone, if necessary. During the encounter, the SCC will engage the individual to discuss available services that may be accessed through SCC and MDRN post-discharge or post-release.
4. Enroll individuals into the program through an Electronic Health/Electronic Medical Record system (EHR/EMR), if applicable, **OR** equivalent manual paper process for participant records management for data collection, service delivery documentation, and case management purposes.
5. Establish a schedule for, at a minimum, twice (2x) monthly contacts with the individual and provide case management for the duration the participant is enrolled in services. Case Management includes facilitating referrals to community services, follow-up and documenting the progress made by individuals participating in SCC and MDRN, assisting participants with scheduling appointments in the community with providers as needed, and informing all necessary parties of the processes involved in each participant's ICP/IRP.
6. Confirm participant's contact information and level of engagement in treatment (if receiving MDRN services) during each encounter or telephone call.
7. Collaboratively establish with the participant an ICP/IRP at intake that details their plan for recovery while engaged in SCC and/or MDRN services. The plan should be monitored and updated during service encounters to ensure participants are progressing in their recovery efforts.
8. Identify health care and recovery support needs with the participant and initiate referrals to needed resources and services, including but not limited to behavioral and somatic health care, needs-based or disability-specific entitlements and benefits, social service, housing, educational, and employment programs and services. Assist in the referral and scheduling for appointments as needed and consented to by the participant. When scheduling appointments, the SCC should facilitate the referral to the service provider with the expectation that the participant assumes responsibility for any follow up appointments.
9. Have the participant sign a Release of Information (ROI) allowing the SCC to communicate and provide care coordination with all service provider(s) with the understanding of the revocation of the release by the participant at any time while the individual is engaged in SCC or MDRN services; a ROI includes parole and probation officers when applicable.
10. Discharge from any EMR/EHR **OR** manual paper process used by the SCC after 30 days of no contact or the individual declines continuing services and support.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

11. Render services that are culturally and linguistically competent, and address diversity, equity and inclusion during recovery planning and service encounters as evidenced by the provision of interpreting services for individuals who are deaf and hard of hearing or who may have Limited English Proficiency (LEP).
12. Comply with confidentiality of individual personal information, including but not limited to Protected Health Information (Health Insurance, Portability and Accountability Act - HIPAA) as set forth in applicable state and federal regulations. Confidentiality of an individual's information is an ethical obligation for behavioral health providers and a legal right for every individual.
13. Participate in all scheduled or unscheduled site visits and meetings as required by MDH/BHA.
14. Submit critical incident reports as defined in COMAR 10.63.01.02B to the BHA Coordination of Care Program Manager on a Critical Incident Reporting Form provided by BHA within 24 hours following knowledge of the incident. The Critical Incident Reporting Form should be submitted to: cir.sccmdrn@maryland.gov.

MDRN RECOVERY HOUSING SERVICE PROVISION

The Housing Provider should not request the following fees if receiving funds for a MDRN service recipient for housing services rendered:

1. Application fee
2. Move-in fee
3. Security deposit fee
4. Any other fees, charges, or rents.

The Recovery Housing Provider is responsible for:

1. Maintaining a current certificate of compliance issued by the Maryland Certification of Recovery Residences (MCOORR): <https://bha.health.maryland.gov/Pages/Recovery-Residences.aspx>
2. Ensuring a housing referral has been completed by the State Care Coordinator and approved by the Regional Area Coordinator prior to acceptance of an individual.
3. Obtaining the participants' signature for verification of service delivery. Failure to obtain participants' signatures for verification of service delivery may result in repayment of funding.
4. Communicating concerns with a participant's behavior while engaged in SCC and/or MDRN services to the State Care Coordinator and Regional Area Coordinator.
5. Notifying the SCC and RAC when a service recipient is no longer residing at a residence.

6. Notifying the SCC and RAC of CIRs as defined by BHA.
7. Maintaining all participant documentation as required by BHA.
8. Adhering to the 2018 National Alliance of Recovery Residences Standards.

****NOTE** In order to be eligible to receive state funding, a current certificate of compliance issued by MCORR is required. Claims will only be paid for services rendered at an approved MDRN service location.**

THE “WARM HAND-OFF PROCESS” FOR SCC AND MDRN SERVICES

If it is anticipated that an individual with a Substance Use Disorder (SUD) will need SCC and/or MDRN services post-discharge from any of the referral access points (i.e., ASAM residential treatment program, a correctional facility, homeless shelter), the referral shall be initiated by the State Care Coordinator of the jurisdiction in which the individual is physically located at the time of the request.

For instance, if the individual resides in Baltimore City, then the designated Baltimore City SCC should initiate **ALL** SCC, MDRN, and/or SUD treatment or recovery support service referrals to the jurisdiction in which the individual has expressed interest in residing. The referring State Care Coordinator is expected to work with the State Care Coordinator of the jurisdiction to which the individual will be transitioning in order to facilitate the SCC and/or MDRN housing and SUD Client Support Services request, as needed, and to fully transition SCC, MDRN, and SUD treatment service referrals to the new jurisdiction.

It is expected that there will be a “**warm handoff**” of services from the State Care Coordinator of the referring jurisdiction to the State Care Coordinator of the receiving jurisdiction will be responded to within 72 hours of receipt of the referral. This means that there will be ongoing communication between the transferring and receiving State Care Coordinator to ensure that the individual is accessing SUD treatment and needed resources in the new jurisdiction prior to the case being fully closed in the referring jurisdiction. Since a State Care Coordinator may only request MDRN SUD Client Support Services funding from their own jurisdiction, careful coordination of care and services between both State Care Coordinators is critical to ensure that the individual's needs are met in a timely fashion.

DOCUMENTATION

Each jurisdiction should develop BHA-approved documents for SCC and MDRN intake/enrollment, referrals to recovery support services, and/or SUD treatment, case management, and discharge. Enrollment documents should include the following, but should not be limited to:

- Demographic information: name, address, date of birth, race, ethnicity, gender, contact phone number (participants and collateral contact phone)
- SUD and/or mental health diagnosis (dx) from the Diagnostic and Statistical Manual of Mental Health Disorders 5th edition (DSM-5). More information on the DSM-5 may be found here: <https://www.psychiatry.org/psychiatrists/practice/dsm>
- Recommended ASAM or other level of care
- Referral source and contact information
- Date of discharge from current treatment level of care (For SCC services)

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

- Date of enrollment in and name of current treatment provider (For MDRN services – ASAM residential or community-based outpatient – Levels: 1, 2.1, 3.1, 3.3, 3.5, 3.7, 3.7WM)
- Drug of choice (primary/secondary/tertiary)
- Current mental health provider and diagnosis if applicable
- Current primary care/somatic care physician if applicable
- Legal involvement [probation/parole/open court date(s)]
- Current MAT provider if applicable or participants interest in MAT
- Referrals to community services requested

Each BHA covered service that is rendered must be reflected and consistent with documentation in the provider's record system — electronic and/or paper files. Each service contact with the participant must be documented in the individual's file and include the following elements:

- Date of service contact
- Type of contact (in-person, face-to-face video, phone)
- Start time of the service
- End time of the service
- Brief description of the service provided
- Report of progress toward the achievement of recovery plan goals
- Plan for follow-up action or coordination of care
- Care coordinator signature, title, and credentials (if applicable)

- Additionally, files must:
 - Be individualized to each participant and only contain information for that individual
 - Be kept in a secured place at the authorized service site
 - Be accessible only to authorized staff of the service provider and BHA, LBHA, and LAA staff
 - Include the contact notes for each covered service provided and include the participants signature for all services rendered
 - Be maintained in accordance with confidentiality laws and regulations
 - Be maintained in a manner consistent with specific licensure/certification requirements for the service
 - Be kept by the service provider for a period of five years subsequent to the end date of the last service provided.

SCCs ROLES AND RESPONSIBILITIES

The SCC should have knowledge of community resources and core competencies to effectively establish relationships in the community, build a rapport of trust with the participant, facilitate SUD recovery planning, negotiate conflict resolution, and engage and empower participants utilizing evidence-based motivational interviewing strategies.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

SCCs promote continuity of care by helping individuals to transition from one level of care to another, to improve recovery outcomes, and to access recovery support services and community resources available within their jurisdiction.

Core competencies, knowledge, and skills necessary to effectively perform the role of a SCC are:

- Clear, concise, and empathetic communication;
- Listening, understanding, and reflective skills;
- Ability to build strong, empathetic, and accountable relationships with participants to establish a rapport of trust and respect;
- Ability to discern an individual's strengths and needs at different stages of their recovery, and to connect them with appropriate recovery support services and resources or referral to behavioral health treatment, if needed;
- Cultural and linguistic sensitivity that promotes diversity, equity, and inclusion;
- Ethical boundaries; and
- Fundamental knowledge of the Stages of Change. More information on the Stages of Change model can be found here: <https://www.ncbi.nlm.nih.gov/books/NBK64942/table/A61041/>

THE STATE CARE COORDINATOR AND PERSONAL SAFETY

It is strongly recommended by the BHA that if the jurisdictional policies and procedures permit the transportation of individuals by a SCC in a personal vehicle that a documented personal safety system and plan be in place to protect the State Care Coordinator. (e.g., buddy system, timed check-ins, time-in and time-out travel log)

PERSON CENTERED CARE AND INDIVIDUAL CHOICE

The SCC and MDRN Programs are recovery initiatives that are consumer focused on the individual and strive to meet the unique needs of each individual. In order to enroll in the program, individuals must make an informed decision about whether they are interested in the services and willing to participate for a prescribed duration of time as deemed necessary to support an individualized Recovery Plan (IRP)/Individualized Care Plan (ICP). The individual must also agree to complete the intake screening and agree to work with a State Care Coordinator for the duration that services are being provided. Participants reserve the right to decline services at any time as an individual's informed choice is the foundation for person-centered care. The State Care Coordinator must ensure that participating individuals have free and genuine choice in the selection of services, and that the selection process is conducted in a way that is respectful and cognizant of the individual's cultural background, is linguistically appropriate, and includes the participant's self-identified needs. Additionally, communication with SCCs in other jurisdictions is **KEY** when a participant may elect to receive other types of recovery support services in a different jurisdiction.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

COMMUNITY PARTNERSHIP

The SCC will establish relationships with behavioral health providers (SUD and MH), ASAM residential treatment facilities, case managers, aftercare coordinators, homeless shelters, recovery residences, and other recovery support service, community providers to maintain community partnerships. A discharge plan/summary is required for enrollment upon discharge from a treatment facility.

DISCHARGE FROM SCC AND MDRN

After 30 days of no contact or the individual declines continuing services and support, the SCC will discharge the participant from applicable jurisdictional systems (EMR/EHR) and/or paper charts that were utilized to document engagements and services rendered. SCCs can try to avoid unplanned discharges with consistent outreach and engagement. Sometimes, a participant will display certain behaviors that can signal they are becoming less amenable to services or are on the verge of relapse. Engaging the participant in discharge planning discussions early could also avoid untimely discharges from the program. The goal is to prepare the individual for a discharge that leads to a successful and collaborative plan for continuing recovery without the continued support of the SCC. If an individual becomes deceased during enrollment in services, the SCC should complete a discharge indicating the individual is deceased. A Critical Incident Report must also be submitted.

If an individual becomes incarcerated after enrollment into services, the State Care Coordinator will discharge the patient from all services where applicable. The SCC is encouraged to build relationships with local detention centers and correctional facilities, whenever possible, so they are able to enroll incarcerated individuals into services upon release. This process should take place at least 30 days prior to the individual being released from incarceration. Individuals will be unable to access services while incarcerated.

STAFF CHANGES

In the event there has been a change in staff to include resignation, termination, and/or position change, the Coordination of Care Program Manager (SCC) and Regional Area Coordinator (RAC) must be notified via a Staff Change Form.

- Completed Staff Change forms for Recovery Residences may be emailed to: mcarr.info@maryland.gov *****Please include notifications to your RAC*****
- Completed Staff Change forms for State Care Coordination may be emailed to: sheniyah.mitchell@maryland.gov

SCC AND MDRN MONTHLY WORKGROUP

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

The workgroup meets monthly to discuss and evaluate obstacles to service access and delivery and to recommend protocols for a more consistent and uniformed workflow across jurisdictions. The workgroup will also create an opportunity to network with other SCCs. A representative/designee or alternate from each jurisdiction receiving funds from BHA is required to attend this monthly meeting.

SCC AND QUARTERLY REGIONAL STAKEHOLDER MEETING

Regional Meetings are scheduled quarterly to provide jurisdictions with regular program and system updates from BHA and the Maryland Department of Health (MDH), and foster a learning collaborative and forum for jurisdictional discussion. Attendance at these meetings is required by the Administration as part of the Conditions of Award (COA) for receiving SCC and MDRN funding. The regional meetings should be attended by all SCCs, SCC supervisors, and recovery housing providers.

AUDITS, MONITORING, AND SITE VISITS

Audits and site visits may be conducted by BHA or its designee, as needed, to provide technical assistance (TA) and to facilitate mid-cycle and annual program reviews. If services are provided by a sub-vendor, compliance with BHA's COA shall be assessed through on-site visits conducted by the LBHA, LAA, or CSA, utilizing a standardized monitoring tool to assess compliance. For any identified areas of sub-vendor non-compliance, the LBHA, LAA, CSA shall require a Corrective Action Plan (CAP) or Program Improvement Plan (PIP), monitor CAP/PIP progress, and submit a detailed site visit monitoring report to the BHA.

BHAs auditing and monitoring team, and the MDRN RACs will conduct audits on a random basis at least once annually and, on an ad hoc basis, with each provider and the service participants for quality assurance purposes to evaluate the appropriateness and integrity of services rendered to the participant. Audits shall include a review of at least 10% of all active and closed cases since the last audit. These cases are chosen randomly, and participant records must be available to the BHA team at the time of the site visit or as otherwise arranged. Providers will generally be given the cases to be reviewed at least one week in advance of the date of the site visit.

Documentation collected from participant files for billable services shall be compared with Administrative Services Organization (ASO) claims data. An audit report shall be supplied to the provider and a copy retained in the BHA provider file. BHA retains the right to conduct unplanned or unannounced site visits at any time at its sole discretion. Audits and site visits may also include, but are not limited to, a review and evaluation of service recipient's eligibility, provider eligibility, provider staff personnel records, policies and procedures, provider program and financial records, participant records, service documentation and encounter data, and critical and provider incidents and an inspection of the site.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
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AD HOC AUDITS

BHAs monitoring team may conduct ad hoc audits or follow-up site visits in response to a formal complaint against a provider or irregularities identified in the course of the review and analysis of monthly data and report submissions. Site visits may be unplanned or unannounced depending on the nature of the visit and the degree of concern about provider operations; records selected are to be made available for review upon request.

Providers shall receive a report of findings within 30 days of the completion of the audit. If needed, action steps and a timeline will be included in the report. If a provider is determined to be out of compliance, a Corrective Action Plan/Performance Improvement Plan (CAP/PIP) shall be implemented immediately.

BHA staff shall randomly and through monthly data reporting, monitor and evaluate services and providers that are responsible for the service delivery of SCC and MDRN services. Providers who do not meet standards and requirements as stated in BHAs Condition of Award, the Provider Agreement, and the SCC and MDRN Manual, may receive technical assistance (TA) from BHA auditing and monitoring staff, and may be required to complete a CAP/PIP. Certain violations, safety concerns, or performance below established requirements may result in termination of the provider's agreement and retracting of funding.

MONITORING AND EVALUATION

BHA staff shall randomly and through monthly data reporting, monitor and evaluate services and providers that are responsible for the service delivery of SCC and MDRN services. Providers who do not meet standards and requirements as stated in BHAs Condition of Award, the Provider Agreement, and the SCC and MDRN Manual, may receive technical assistance (TA) from BHA auditing and monitoring staff, and may be required to complete a CAP/PIP. Certain violations, safety concerns, or performance below established requirements may result in termination of the provider's agreement and retracting of funding.

PROVIDER GRIEVANCES

All complaints received by BHA will be documented and investigated. Grievances are defined as a complaint against BHA staff or regarding a policy that causes undue hardship on the service provider. A service provider has a right to submit a grievance without fear of penalty or retaliation. Should a MDRN service provider have a grievance with BHA staff or a local authority, complaints should be submitted to: priya.arokiaswamy@maryland.gov.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

Attachment #1 Cont'd

**State Care Coordination (SCC) and
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SERVICE PARTICIPANT GRIEVANCES

A participant of SCC and/or MDRN services has a right to submit a grievance without fear of penalty, retaliation, or loss of services. Should a participant have a grievance regarding services received from a State Care Coordinator, all efforts shall be made to resolve the grievance via the Local Authority's (LBHA, LAA, CSA) grievance procedure. If the grievance cannot be resolved, then the service recipient is encouraged to contact BHA. BHA should be informed of all documented grievances, investigation results, and grievance resolutions. Corrective action may be implemented by the Local Authority and/or BHA as a result of a complaint. BHA will set time frames and confirm completion of all implemented corrective action plans. If a grievance is received that may impact the health and welfare of a service participant, BHA and/or law enforcement officials may be contacted immediately. If a provider is determined to have retaliated against an individual who filed a complaint, such retaliation is grounds for disciplinary action including provider suspension.

Recovery Residence Participant Complaints may be filed by email

(patricia.konyeaso@maryland.gov) or mailed to:

Behavioral Health Administration

Attention: Patricia Konyeaso, Director - Maryland RecoveryNet

Vocational Rehabilitation Building

55 Wade Ave.

Catonsville, MD 21228

MDRN PROVIDER APPLICATION PROCESS

Prospective MDRN providers may request an application for consideration and approval as a Maryland RecoveryNet faith-based or community-based partner by submitting an application to mdrn.housinginfo@maryland.gov.

Upon receipt of a provider application, BHA will review all application documents and submit accepted applications for processing. Potential providers whose applications are not accepted will be contacted and given the opportunity to provide additional documentation. Provider applications may be approved or denied based, in whole or in part, on the number of existing MDRN service providers in specific service areas. Once an application has been reviewed, accepted, and processed, the BHA MDRN team may request a service delivery site visit. Upon successful completion of all administrative, programmatic, and site reviews, the service provider will complete, sign, and return the MDRN to the RAC. A separate application must be submitted for each service location.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

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**State Care Coordination (SCC) and
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MDRN providers are **required** to attend various regional meetings, provider forums, and Optum Health Trainings. Attendance is critical to continued provider eligibility as a MMDRN service provider and will be re-evaluated on a yearly basis. Please contact your RAC if you are unable to attend.

****Note*: Please make sure information listed in your EIN letter is the same information listed on your W-9 form and MDRN application.***

MDRN PROVIDER DISCIPLINARY GUIDELINES

If a MDRN provider is unable to meet the requirements of MDRN service provision, BHA staff reserves the right to take disciplinary action to ensure quality care is being provided to all service participants.

CORRECTIVE ACTION PLAN AND PERFORMANCE IMPROVEMENT PLANS (CAP/PIP)

BHA may place providers on a CAP/PIP if they are unable to meet the requirements set forth in the Provider Agreement, Provider Manual or other policies and procedures developed by BHA. CAPs/PIPs may be in place for a period of 30-90 days, depending on the severity of the issues and are executed and monitored by MDRN staff. The process for implementing a CAP/PIP is as follows:

- If a provider is found to be out of compliance with MDRN requirements, the RAC shall document the areas of concern and work with staff to write a formal report with the recommendation for next steps;
- A meeting shall be held with the RAC and MDRN provider within 14 days of becoming aware of the problem(s). If the severity of the problem is determined to be minimal, then a meeting is not necessary;
- After discussion, a final report will be completed and shared with the provider. This report will clarify responsible parties, actions necessary, and the timeline for such actions;
- Depending on provider type and the severity of the problem, MDRN staff will be responsible for oversight and monitoring for the duration of the CAP/PIP;
- If, at the end of the CAP/PIP, the provider has not met the goals or completed the tasks that were required, BHA may suspend the provider's MDRN approval status with the option to reapply after 3-6 months or may terminate the provider's MDRN approval with no option for them to reapply in the future.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

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MDRN PROVIDER SUSPENSION WITH OPTION TO REAPPLY

MDRN service participants currently accessing services at the recovery housing provider shall be given the option to change providers immediately. All funding and referrals will be discontinued at time of notification. Providers may have the option to reapply; however, their new application will be managed as a new provider. Reasons for termination of MDRN provider suspension with the option to replay may include, but are not limited to the following:

- Unethical Practices: Include practices that are considered discriminatory or beyond the scope of service for a provider;
- Failure to communicate changes: Any changes in recovery housing provider status, must be reported by the provider to the RACs within 24 hours of the change; and
- Noncompliance with MDRN policies: All policies outlined in the recovery residence provider manual must be adhered to.

MDRN TERMINATION OF PROVIDER RELATIONSHIP

BHA reserves the right to terminate any agreement with recovery housing providers at its discretion and without providing an opportunity for a corrective action plan. Providers shall be notified, and BHA staff shall work with that provider to transition existing clients from the residence. All funding and referrals will be discontinued at time of notification. The provider does not have the option to reapply to provide MDRN services. Reasons for termination of MDRN provider relationship may include, but are not limited to the following:

- Noncompliance with BHA policies: If any provider has been placed on a CAP/PIP and is unable to meet requirements in a given time frame **OR** if a provider was placed on suspension and upon readmission to BHA there are continued concerns;
- Loss of MCOORR Certification and removal from the “Certified Recovery Residences” State of Maryland list located on BHA’s website. For Housing Providers, Recovery Residences are required to be certified in order to receive referrals for MDRN funding;
- Engaging in any acts of Fraud, Waste, or Abuse as outlined below; and
- Owner or employee conviction for child abuse; abuse or neglect of a vulnerable adult; sexual abuse as defined by any state or federal law.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

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**State Care Coordination (SCC) and
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FRAUD, WASTE AND ABUSE MONITORING

The mission of the Office of the Inspector General (OIG) is to promote integrity and accountability within the Maryland Department of Health to deter, detect and investigate fraud, waste, abuse, employee misconduct, and to disseminate actionable and meaningful recommendations with the goal of protecting the interests of the State and its resources.

The OIG is an independent unit within the Maryland Department of Health made up of auditors, investigators, compliance officers, data analysts, and career professionals dedicated to its mission and serving all Marylanders. The OIG's office:

- Perform audits of MDH programs and health care providers receiving Departmental funds;
- Investigate and audit Medicaid providers and recipients to ensure the integrity of Medicaid Programs;
- Ensure compliance with federal regulations and recommendations regarding integrity and ethics within MDH programs; and
- Coordinate and advise MDH to include its Administrations, to include BHA regarding privacy and the Health Insurance Portability and Accountability Act (HIPAA)

The BHA takes all necessary measures to prevent, detect, investigate, and prosecute acts of fraud and abuse committed against state and federally funded initiatives.

Fraudulent practices include, but are not limited to:

- Falsifying information and documents or omitting relevant material facts;
- Misrepresenting staff credentials or qualifications, or provider certification status; and billing and accepting payment for services not rendered.
- Housing an MDRN recipient at a non-certified or non-approved recovery residence location.

Abusive practices include, but are not limited to:

- Providing unnecessary services to participants or inappropriate services based on the participants diagnosis or assessed condition;
- Knowingly not billing the appropriate payor;
- Offering or accepting payment to refer participants to a particular provider;
- Coercing a service participant to choose a particular provider;

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

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**State Care Coordination (SCC) and
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- Offering incentives or inducements to receive services from a particular provider;
- Requiring recovery housing residents, for any reason, to relinquish their public assistance benefits, including but not limited to Temporary Cash Assistance, Independence Card, and Supplemental Nutrition Assistance Program benefits;
- Requiring recovery housing residents to appoint the recovery residence owner, operator, or any staff member of the recovery residence as the resident's representative payee as a condition of occupancy or otherwise sign a document requiring the relinquishment of the resident's Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) benefit payments;
- Requiring residents to receive treatment from a program, partnership, corporation, or provider that is owned, operated, or otherwise associated or affiliated with the recovery residence or its principals;
- Directly or indirectly soliciting personal favors or gifts in exchange for housing or services; and
- Misrepresenting service participant outcomes.

If a provider or any of its employees, volunteers, or board members commit participant abuse, neglect, or exploitation, malpractice, fraud, embezzlement or other serious misuse of funds, the BHA will terminate the provider's participation in BHA funded initiatives under these terms immediately upon written notice to the provider and may seek repayment of funds.

If a service participant commits fraud or other serious misuse of funds, the BHA will terminate the service participant's enrollment in BHA funded initiatives under these terms immediately upon written notice to the participant and provider and may seek repayment of funds.

CONFIDENTIALITY AND RELEASE OF INFORMATION

Confidentiality of participants' information is an ethical obligation for all provider types and a legal right for every individual, whether such information is received verbally or in writing, or it is received from the individual or a third party.

Service providers must comply with the confidentiality of an individual's information and protected health information requirements as set forth in state and federal regulations. The Substance Abuse and Mental Health Services Administration (SAMHSA), part of the U.S. Department of Health and Human Services (HHS Health and Human Services (HHS or Department), adopted on July 15, 2020, the revised Confidentiality of Substance Use Disorder Patient Records regulation, 42 CFR Part 2. [Code of Federal Regulations Recent Changes; Applying the Substance Abuse Confidentiality Regulations](#)

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Providers should use the service participant's ASO assigned patient identification number when referring to MDRN recovery housing services in written communications, including email. The provider may not disclose protected health information in email communications.

ETHICS AND GUIDING PRINCIPLES

Public Behavioral Health System (PBHS) service providers and any volunteers working on behalf of Maryland's behavioral health provider community must comply with the guiding principles listed below. Service provider's staff that are licensed or certified in a specific profession must also comply with the code of ethics for their profession; and are therefore bound by whichever is the higher (ethical) standard. At a minimum, guiding principles under these terms are:

- Honesty, dignity, and respect among all participants of services, their family, and other providers;
- Abstinence from alcohol or other drug usage prior to or during the provision of services;
- Providers shall not accept or require commissions, gratuities, rebates, gifts, favors, or any other form of payment for services rendered;
- Individuals shall not misrepresent themselves or their qualifications, licensing or other accreditation requirements, education, experience, or status;
- All marketing materials will need to be approved by BHA prior to advertising for SCC and/or MDRN programs on brochures, flyers, web pages, social media, or any type of provider sponsored material; All marketing materials must contain the following disclaimer: "MDH does not endorse or recommend any commercial products, processes, or services. The views and opinions of authors expressed do not necessarily reflect those of the Maryland Department of Health, Behavioral Health Administration".
- Providers shall not perform services outside their area of expertise, scope of practice, training, or applicable license or another accreditation by the State of Maryland;
- Providers shall not discriminate on the basis of color, age, sex, gender identity, sexual orientation, national origin, socio-economic status, spiritual/faith beliefs, psychiatric or physical ability or disability, culture, ethnic, or racial background, or service recipient's use of a medication assisted treatment modality; and
- Providers shall not participate in false or fraudulent activities including, but not limited to, submission or claims for services not rendered, submission of false data, charging a service recipient for all or any part of a covered/reimbursable service, and/or providing false representation of credentials, qualifications, insurance, or licensure documents.

BEHAVIORAL HEALTH ADMINISTRATION (BHA)

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MONTHLY DATA REPORTING

Completion of a monthly data report, provided by BHA, must be submitted monthly to the appropriate BHA staff on the 30th of each month following the end of the reporting month.

For SCC monthly enrollment data submit a report to sheniyah.mitchell@maryland.gov.

For MDRN monthly enrollment data submit a report to mdrn.info.@maryland.gov.

CRITICAL INCIDENT REPORTING

Critical or Sentinel events are those that negatively impact the individual, individual's family, other individual(s) or the program initiative while an individual is receiving services. It is also including, but not limited to:

- COVID-19 (+) (*An infection listed in the List of Reportable Diseases or Conditions, as set forth in COMAR 10.06.01.03*)
- COVID-19 related death
- Death (other)
- Death by overdose
- Non-fatal overdose
- Suicide attempt
- Injury to self/self injurious behavior
- Assault or injury to others
- Any sexual activity between a staff member and a program participant
- Sexual/physical abuse or neglect, or allegation thereof
- Inappropriate use of BHA resources
-

The State Care Coordinator must submit a Critical Incident Report to the BHA within **24 hours** of becoming aware of the incident. Submit by email to CIR.SCCMDRN@maryland.gov

Protocol for the completion and submission of the BHA COVID-19 Positive Test Reporting Form for OTPs and Residential and Congregate Living Facilities can be found here:

<https://health.maryland.gov/bha/Documents/COVID-19%20Outbreak%20Reporting%20Protocol.pdf>

SATISFACTION SURVEYS

The Satisfaction Survey is administered by the State Care Coordinator at prescribed intervals (every six months) and during the discharge process. Completion of the survey is required, to support MDH and the Administration's customer service promise, which is: "The State of Maryland pledges to provide constituents, businesses, customers, and stakeholders with friendly and courteous, timely and responsive, accurate and consistent, accessible and convenient, and truthful and transparent services." Every six months after a participant has been enrolled and upon discharge, the State Care Coordinator will mail, email, or arrange for a telephone or face to face meeting to complete the satisfaction survey.

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Completed surveys shall be submitted to the Coordination of Care Program Manager for SCC services at sheniyah.mitchell@maryland.gov.

CRIMINAL HISTORY POLICY

It is not the intention of the Administration to discourage a SCC or MDRN provider that receives funding, from employing or contracting with individuals who have criminal histories; however, a provider or any program, partnership, corporation, or entity associated with the provider, may not employ, whether permanently or contractually, or otherwise engage an Individual as a staff member, volunteer, intern, peer, independent contractor, or consultant to provide administrative, programmatic, or support services for or in the interest of the provider and who has regular and direct interaction with participants without first conducting a criminal background investigation of that individual in accordance with a written policy and considering that individual's criminal history.

At a minimum, the criminal background policy shall require that, when deciding whether an individual's criminal history precludes that individual from being hired or selected to serve in a capacity specified above, the provider shall consider:

1. The age at which the individual committed the crime;
2. The circumstances surrounding the crime;
3. Any punishment imposed for the crime, including any subsequent court actions regarding that punishment;
4. The length of time that has passed since the crime;
5. Subsequent work history;
6. Employment and character references; and
7. Any other evidence that demonstrates whether the staff member poses a threat to the health, safety, or welfare of a resident or a member of the public.

An individual may not be hired or selected to serve in a capacity specified above, if the individual has been convicted at any time of:

1. Child abuse;
2. Abuse or neglect of a vulnerable adult; or
3. Sexual abuse as defined by any state or federal law.

The provider's criminal background policy may be stricter than required by this agreement, as appropriate, to protect the participants or the public. The provider shall document retain in the individual staff record the following:

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1. The review of criminal history records of the individual;
2. The decision regarding the impact of the criminal history on the fitness or suitability of each individual to serve in a capacity;
3. Implementation of the provider's written criminal background policy.

PROTECTED HEALTH INFORMATION

A major goal of the Privacy Rule is to assure that individuals' health information is properly protected, while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing. Given that the healthcare marketplace is diverse, the Rule is designed to be flexible and comprehensive to cover the variety of uses and disclosures that need to be addressed.

The Privacy Rule protects all "individually identifiable health information" held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information "protected health information (PHI)" "Individually identifiable health information" is information, including demographic data, that relates to:

1. The individual's past, present or future physical or mental health or condition;
2. The provision of health care to the individual, or
3. The past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe there is, can be used to identify the individual. Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, social security number). There are no restrictions on the use or published as 45 CFR parts 160 and 164, and effective in 2003, this Act protects the privacy of Protected Health Information (PHI) that is:
 - a. Transmitted by electronic media;
 - b. Maintained in any medium described in the definition of electronic media, or
 - c. Transmitted or maintained in any other form or medium.

Business associate as defined by HIPAA (45 CFR section 160.103), is a person who, on behalf of the covered entity or provider or of an organized healthcare arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, performs or assists in the performance of:

1. A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing, or

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2. Any other function or activity regulated by this subchapter; or providers, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized healthcare arrangement in which the covered entity participates, where the provision of the service involves the disclosure of individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

All providers who qualify as *covered entities* must comply with the provisions of the Privacy Rule of HIPAA. A covered entity is defined as a healthcare provider, a health plan, or a clearing house that transmits any health information in electronic form in connection with a transaction covered by this subchapter (section 160.103 of 45 CFR part 160). If this provider is a covered entity, then HIPAA requires the appropriate policies and procedures to be in place to comply with the HIPAA Privacy Rule. HIPAA requires such policies and procedures to include, but not be limited to, the following topics: Notice of Privacy Practices, Amendment of Protected Health Information (PHI), Recipient Access to PHI, Accounting of Disclosures, Workforce Training, Verification, Authorization for Disclosures of PHI, HIPAA Complaint Process, Marketing (if applicable), Research (if applicable), Audit and Monitoring or HIPAA compliance, and Business Associates Agreements with those companies providing goods and services which require the disclosure of PHI, etc. Where existing confidentiality protections provided by CFR part 2, related to the release of alcohol and drug abuse records, are greater than HIPAA, then the department anticipates that the provider will consider any such provision of 42 CFR part 2 as the guiding language.

Protecting confidentiality is critical in substance abuse treatment and child welfare. Both fields need to guard individuals' rights to privacy and protect against the stigma that might cause individuals to avoid treatment. Yet while monitoring cases, child welfare professionals regularly need information related to diagnosis and participation in treatment. Child welfare practitioners should be familiar with the rules and regulations that govern confidentiality and the legal methods of accessing otherwise protected information.

In the substance abuse field, confidentiality is governed by federal law (42 U.S.C. § 290dd-2) and regulations (42 CFR Part 2) that outline under what limited circumstances information about the individual's treatment may be disclosed with and without the individual's consent. Determining when 42 CFR Part 2 is applicable and how to legally access information about substance abuse treatment requires practitioners to work through a series of questions.

What Programs Are Covered by Federal Confidentiality Laws?

42 CFR Part 2 applies to any program that:

1. Involves substance abuse education, treatment, or prevention, and
2. Is regulated or assisted by the federal government (42 U.S.C. § 290dd-2; 42 C.F.R. § 2.11-2.12)

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What Information is Protected?

42 CFR Part 2 applies to all records relating to the identity, diagnosis, prognosis, or treatment of any patient in a substance abuse program that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States.

How Can Protected Information Be Shared?

Information can be shared if written consent is obtained. A written consent form must include at minimum the below stated ten elements [42 C.F.R. § 2.31(a); 45 C.F.R. § 164.508(c)]:

1. The names or general designations of the programs making the disclosure
2. The name of the individual or organization that will receive the disclosure
3. The name of the patient who is the subject of the disclosure
4. The specific purpose or need for the disclosure
5. A description of how much and what kind of information will be disclosed
6. The patient's right to revoke the consent in writing and the exceptions to the right to revoke or, if the exceptions are included in the program's notice, a reference to the notice
7. The program's ability to condition treatment, payment, enrollment, or eligibility of benefits on the patient agreeing to sign the consent, by 1) stating the program may not condition these services on the patient signing the consent, or 2) the consequences for the patient refusing to sign the consent
8. The date, event, or condition upon which the consent expires if not previously revoked
9. The signature of the patient (and/or other authorized person)
10. The date on which the consent is assigned (When used in the criminal-justice setting, expiration of the consent may be conditioned upon the completion of, or termination from a program instead of a date.

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GLOSSARY OF TERMS AND DEFINITIONS

American Society of Addiction Medicine (ASAM) - The ASAM Criteria is a collection of objective guidelines that give clinicians and behavioral health professionals a way to standardize substance use disorder (SUD) treatment planning and where patients are placed in treatment, as well as how to provide continuing, integrated care and ongoing service planning.

Assessment - The purpose of an assessment is to gather the detailed information needed for a continuing recovery support services plan that meets the individual needs of the participant.

Administrative Service Organization (ASO) - The ASO authorizes services, provides utilization review and management, claims processing, and evaluation services. The ASO also provides 24-hour access for clinically related calls, refer individuals to qualified service providers, conduct reviews of authorization plans to assist in determining whether an individual meets Medical Necessity Criteria (MNC) and/or continued stay in treatment, and is part of the Public Behavioral Health System (PBHS).

Authorization - An authorization represents an agreement that a service is approved by a specific BHA designee under Maryland's Administrative Service Organization (ASO) grant funded service criteria. Authorization is not a guarantee of payment. Payment is subject to *member* eligibility, provider licensure/certification and benefit limits at the time services are provided.

Behavioral Health Administration (BHA) - The Behavioral Health Administration is an arm of the Maryland Department of Health (MDH). The BHA oversees the fiscal and regulatory administration of publicly-funded substance abuse prevention, treatment, and intervention.

Case Manager/Aftercare Coordinator - Case Managers/Aftercare Coordinators work with individuals and families to understand their substance use disorder illness, what the individual/family needs to do to participate with the clinical team, and follow the treatment plan and the path to reaching the best possible outcomes for the individual. Case management services are provided by a behavioral health provider working with individuals to identify issues and barriers that may prevent them from successfully moving through and achieving their recovery goals.

Core Service Agency (CSA) - The CSAs are the local mental health authority responsible for planning, managing, and monitoring mental health services at the local level. CSAs exist under the authority of the Secretary of the MDH and are also agents of the county government in which it resides.

Fee-For-Service (FFS) - Fee-For-Service is a payment model that the Department has moved to effective January 1, 2019 in which behavioral health services are "unbundled" and paid for separately, and no longer be paid through BHA State grant funds.

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Grievance - An official statement of a complaint written by a program participant regarding something believed to be wrong or unfair.

Health Insurance Portability and Accountability Act (HIPAA) - HIPAA is a US law that was designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

Recovery Housing Provider - An entity/agency authorized by MDRN as a Recovery Housing service provider. Recovery Housing means a provider that is certified and approved to that provides alcohol-free and illicit drug-free housing to individuals with substance-related disorders, addictive disorders and co-occurring mental health and substance-related disorders.

Individualized Care Plan (ICP) - An ICP identifies an individual's most important goals for treatment and recovery, describes measurable, time sensitive steps toward achieving those goals, is time-limited and reflects a mutually agreed upon written agreement between the clinician and the individual, and is individualized.

Intensive Outpatient (IOP) - ASAM Level 2.1 intensive outpatient services include individual and group counseling, educational groups, occupational and recreational therapy, psychotherapy, MAT, motivational interviewing (MI), enhancement and engagement strategies, family therapy, or other skilled treatment services. Therapeutic services are 9 or more hours of service/week (adults) to treat multidimensional instability.

Intake Interview – A needs based initial interview with an individual by a behavioral health professional that is conducted to obtain information regarding substance use disorder related recovery support needs. Information obtained during this intake is preliminary information regarding personal and family history, recovery support services needed, and recovery support goals. It is used to determine eligibility and appropriateness of the individual for services offered. An intake interview may be carried out by a specialist who may not necessarily provide clinical treatment to the individual with the information obtained, but can be used to determine the most appropriate referral if necessary.

Local Addiction Authority (LAA) - Each of Maryland's twenty-three (23) jurisdictions and Baltimore City has an administrator that is designated as the county or multi-county authority responsible for the planning, managing, monitoring and oversight of BHA publicly funded substance use disorder (SUD) services.

Local Behavioral Health Authority (LBHA) - The Local Behavioral Health Authority (LBHA) plans, manages, and monitors a full range of treatment and rehabilitation services for persons with mental illness and co-occurring disorders through the Public Behavioral Health System (PBHS).

**BEHAVIORAL HEALTH ADMINISTRATION (BHA)
State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

Attachment #1 Cont'd

Level of Care (LOC) - Level of Care refers to the ASAM Criteria's continuum of care marked by four levels of service and an early intervention level. These levels of care provide a standard for describing the continuum of recovery-oriented addiction services. (ASAM LOC are: 3.1, 3.3, 3.5, 3.7, 3.7WM, and community outpatient 1, 2.1).

Maryland Department of Health (MDH) - The Maryland Department of Health is an agency of the government of Maryland responsible for public health issues. The Department is headed by a Secretary, who is a member of the Executive Council/Cabinet of the Governor of Maryland.

Maryland RecoveryNet (MDRN) - Maryland RecoveryNet (MDRN) develops partnerships with service providers statewide and funds access to recovery support services for individuals with substance use, mental health, and co-occurring substance use and mental health disorders and recovery support needs. All Maryland RecoveryNet service recipients receive care coordination through which they can access a menu of services which includes funding for recovery housing, transportation, vital records, medical, dental, and other unmet needs as expressed by the client and/or identified by the SCC. All services are designed to assist recipients in remaining engaged in their recovery while promoting independence, self-sufficiency and stability.

Medical Necessity Criteria (MNC) - Medical Necessity Criteria are services requested that are needed to identify or treat an illness that has been diagnosed or suspected, and is directly related to diagnostic, preventative, curative, palliative, rehabilitative or ameliorative treatment of a substance use or related disorder or illness, injury, disability or health condition. MNC services are consistent with the standards of good medical practice and are assessed considering the most cost efficient service that can be provided without sacrificing effectiveness or access to care.

Outpatient Substance Use Disorder (OP) Treatment - OP treatment typically consists of less than 9 hours of service per week for adults for recovery or motivational enhancement therapies and strategies. OP, also known as, ASAM level 1 encompasses organized services that may be delivered in a wide variety of settings.

Payor - Designated ASO contracted by BHA to issue payment for vouchered services.

Provider Agreement - An agreement between the service provider and the BHA that defines the terms and conditions for participation in BHA funded services.

Provider Summary Voucher (PSV) - An online statement for providers explaining why a claim was or was not paid.

Public Behavioral Health System (PBHS) - Maryland's Public Behavioral Health System provides inpatient and outpatient behavioral health services for individuals with substance related and mental health related illnesses.

Referral - The process of notifying the SCC of an individual that has been screened/assessed as being in need of SCC services.

Residential Treatment - ASAM SUD residential treatment is a commonly used direct intervention for individuals with substance use or co-occurring mental and substance use disorders who need structured care. Treatment

**BEHAVIORAL HEALTH ADMINISTRATION (BHA)
State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

Attachment #1 Cont'd

occurs in nonhospital, licensed residential treatment facilities. Models vary, but all provide safe housing and sometimes medical care in a 24-hour recovery environment.

Satisfaction Survey - Each individual receiving SCC and/or MDRN services will evaluate the recovery support service(s) they are receiving and upon completion at prescribed intervals (six months and at discharge).

State Care Coordination (SCC) - Participants that are receiving Substance Use Disorder (SUD) Treatment at an American Society of Addiction Medicine (ASAM) level of care: 3.7WM, 3.7, 3.5, 3.3, or 3.1 residential treatment facility through the PBHS are eligible to receive Maryland State Care Coordination services.

State Care Coordinator (SCC) - An assigned jurisdictional staff providing oversight to ensure an individual's Ability to access wrap-around services needed to establish sustained recovery in their community.

Substance Use Disorder (SUD) - A Substance Use Disorder occurs when the recurrent use of alcohol and/or drugs causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home.

This space intentionally left blank

**BEHAVIORAL HEALTH ADMINISTRATION (BHA)
State Care Coordination (SCC) and
Maryland RecoveryNet (MDRN)**

Attachment #1 Cont'd

FORM SUBMISSION

| FORM | SERVICE | SUBMISSION NAME/EMAIL |
|------------------------|--------------|--|
| STAFF CHANGE FORM | SCC and MDRN | Sheniyah Mitchell: sheniyah.mitchell@maryland.gov Patricia Konyeaso: patricia.konyeaso@maryland.gov |
| MONTHLY REPORTS | SCC | Sheniyah Mitchell: sheniyah.mitchell@maryland.gov |
| MONTHLY REPORTS | MDRN | MDRN General Email: mdrn.info@maryland.gov |
| CRITICAL INCIDENT FORM | SCC and MDRN | CIR.SCCMDRN@maryland.gov |
| SATISFACTION SURVEY | SCC | Sheniyah Mitchell: sheniyah.mitchell@maryland.gov |

Maryland RecoveryNet SUD Consumer Funding Request

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2

Date: _____

To: Local Addiction Authority

Instructions:

1. Consumers enrolled and actively participating in Maryland RecoveryNet services may request funds through the Local Addiction Authority (LAA) to obtain materials for the purpose of enhancing recovery needs.
2. Maryland RecoveryNet support funds are to be used as a last resort. All other community and funding resources are to be explored and to be used first before this specific funding is requested.
3. Form must be reviewed and signed by the assigned Maryland RecoveryNet Coordinator who will verify the consumer's engagement in the program.
4. Form must be completed for all requests. If the request is below \$100.00, documentation showing exhaustion of resources can be waived
5. Approval or denial of the request for funds will be based on eligibility criteria.
6. The submission of an application does not guarantee the allocation of funds or the full amount requested.

Consumer's Name: _____ DOB: _____ PRF: _____

Address: _____ Telephone number: _____

Current Treatment Services

| Program Name | Assigned Counselor | Admission Date | Treatment Modality |
|--------------|--------------------|----------------|--------------------|
| | | | |
| | | | |
| | | | |

Behavioral Health Diagnosis

| ICD-10 Code | Name of Diagnosis |
|-------------|-------------------|
| | |
| | |
| | |

Is the consumer's treatment plan attached to this request? Yes No

Employment Status: Employed Full Time Employed Part-Time Retired Disabled

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2
Cont'd

___ Full-Time Student ___ Part-Time Student ___ Unemployed

If employed please list employer and number of hours worked per week, and hourly rate: _____

Total Household Monthly Income: _____

Maryland RecoveryNet SUD Consumer Funding Request

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2
cont'd

Please list out monthly expenses on the table below:

| Title of Expenses | Monthly Cost | Title of Expense | Monthly Cost |
|---|--------------|--|--------------|
| Housing | | Utilities(gas, electric, water, trash) | |
| Food and Necessities | | Mobile Telephone | |
| Transportation including gasoline, car payment, and Insurance | | Cable/Internet Access | |
| Medical Bills and/or Prescriptions | | Legal Restitution | |
| Child Support | | Other: | |
| Loans | | Other: | |

Total Monthly Expense: _____

Funding Requested:

1. Amount of Funds Requested: \$ _____ for _____

2. Consumer can pay towards the cost of the request: \$ _____

Amount from other funding sources to meet the expense of the request: \$ _____

3. If partial amount is approved, what is the plan to pay for the remainder balance, such as dental or rent request (Please provide specific details and use a separate piece of paper if needed):

Complete the following chart and include written documentation of amount(s) to be funded by other sources/denials of funds; a minimum of three other sources must be contacted.

| Date | Person/Agency Contact | Outcome |
|------|-----------------------|---------|
| | | |
| | | |
| | | |

****If you are requesting funds for medication assistance, rental cost, past due bills, and educational expenses, please complete the top portion of page 4****

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2
cont'd

4. Describe below how the use of this fund will assist you in accessing or retaining recovery needs:

Maryland RecoveryNet SUD Consumer Funding Request

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2
cont'd

5. If funds are approved, please explain your financial plan that will support your ongoing financial stability:

Additional Documentation Needed for Request:

If the financial request is related to prescription costs, complete the following table.

| Name of Medication | Medication Dosage | Cost of Medication |
|--------------------|-------------------|--------------------|
| | | |
| | | |
| | | |
| | | |

Please provide supplemental documentation showing you exhausted the following options for financial assistance for medications:

1. Physician Samples – Letter provided by physician indicating no samples are available
2. Outreach to pharmaceutical companies:

| Date | Pharmaceutical Company or Pharmacy/Contact Person | Outcome of outreach to include documenting if an indigent medication program exists for specific medication requested |
|------|---|---|
| | | |
| | | |
| | | |

Maryland RecoveryNet SUD Consumer Funding Request

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2
cont'd

If the financial request is related to housing security deposit, complete the following:

___ A copy of the unexecuted lease or a letter of acceptance from the landlord stating the amount and the approximate move in date must be attached with this application. For Section 8, please provide verification of the Section 8 voucher. Requests for assistance with a security deposit must be made prior to moving in.

If the financial request is related to a past due bill, complete the following:

___ Copy of the past due bill must be submitted with this application to be considered

If the financial request is related to educational expenses, complete the following:

___ Verification of school enrollment

___ Copy of financial aid statement (if applicable)

___ Provide documentation that request is not covered through the Division of Rehabilitation Services (DORS)

With my signature, I agree that the above information is correct and accurate. I give permission to the Washington County Local Addiction Authority to contact the necessary parties as needed to process this request.

Consumer's Signature Date

Maryland RecoveryNet Coordinator Date

Maryland RecoveryNet SUD Consumer Funding Request

WASHINGTON COUNTY HEALTH DEPARTMENT
Division of Behavioral Health Services

Attachment # 2
cont'd

For Local Addiction Authority (LAA) use only:

Approved Amount: Denied: Reason: _____

Comment:

Local Addiction Authority Designee Date

Was BHA approval needed for this funding request? ____ Yes ____ No

(Note: BHA approval is needed for funds over \$1,000.00)

Dev.: 7/20; Rev.: 4/22, 3/24, 6/24

Technical Proposal Signature Page

Technical Proposal Signature Page

Att. #5

1. Company Information: The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

Legal Business Name*: _____

Date of Incorporation: _____ **Inc., LLC, LTD, Corp.**_____

Federal Tax Identification No./Social Security No.

Address:

Phone: _____ **Email:** _____

Representative's Name: _____ **Phone:**

Printed Name of Company Signatory:

2. Maryland Registration: Washington County requires that the awardee provides a certificate of good standing from the State of Maryland prior to execution of the contract. Executing and returning the acknowledgement below signifies that the certificate of good standing will be supplied upon request.

3. Tax Exemption: Washington County is exempt from all local, state and federal taxes and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.

Technical Proposal Signature Page Cont'd

ATT. #5

4. Acknowledgement: The Contractor shall include a signed acknowledgement that all terms and conditions of the offer may at the County 's option, be made applicable to any contract issued because of this solicitation. Proposals that do not include such acknowledgement may be rejected. Executing and returning this acknowledgement will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the County's sole discretion, be made applicable to any contract as a result of this agreement.

Signature:** _____ **Date:**

Printed Name: _____ **Title:**

Email Address of the Person Signing Form:

** The correct legal business name of the Contractor shall be used in all contracts. A Trade name or nickname shall not be utilized in the submission of this proposal.*

*** Signature shall be made by authorized signatory officer or partner. The signing of this Acknowledgement shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The County reserves the right to require documentation to verify signatory status.*

SIGNATURE TO BIDS**ATT. # 6****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 on 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 initiated 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

SIGNATURE TO BIDS (Cont'd)

ATT. # 6

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:

(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 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), have 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

SIGNATURE TO BIDS (Cont'd)

ATT. # 6

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: _____

EMAIL 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 _____ or No _____

RETURN THIS FORM WITH YOUR BUDGET PROPOSAL SHEET

BUDGET PROPOSAL SHEET

ATT. # 7

| Item No. | Contract Term | Unit Cost Written/Figures | TOTAL Amount (Figure) |
|------------------------|--|--|--------------------------|
| Contract Year | Contract Term 07/01/2026 – 06/30/2027 | _____ Dollars _____ Cents (\$ _____) Figures | \$ |
| Option Year # 1 | Contract Term 07/01/2027 – 06/30/2028 | _____ Dollars _____ Cents (\$ _____) Figures | \$ |
| Option Year # 2 | Contract Year 07/01/2028 – 06/30/2029 | _____ Dollars _____ Cents (\$ _____) Figures | \$ |
| Option Year # 3 | Contract Year 07/01/2029 – 06/30/2030 | _____ Dollars _____ Cents (\$ _____) Figures | \$ |
| Option Year # 4 | Contract Year 07/01/2030 – 06/30/2031 | _____ Dollars _____ Cents (\$ _____) Figures | \$ |

BUDGET PROPOSAL SHEET (Cont'd)

ATT. # 7

CONTRACTOR MUST SIGN Form

Date: _____

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

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm:

Name & Title Printed: _____

Telephone No.: _____

E-mail Address: _____

Federal Employer Identification No. _____

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

RETURN THIS FORM WITH YOUR BUDGET PROPOSAL SHEET

ATT # 8

POLICY TITLE: Independent Contractors for Insurance Requirements

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

I. PURPOSE

To protect Washington County Health Department (WCHD)/County/State of Maryland (State of MD) 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 the Washington County Health Department/County/State of Maryland.

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 WCHD/County/State of MD), 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.

Such insurance shall protect the WCHD/County/State of MD), its agents, elected and appointed officials, commission members and employees, and name the Washington County Health Department 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 the Washington County Health Department.

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 WCHD/County/State of MD, 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 WCHD/County/State of MD.

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.

Approval of the insurance by the WCHD/County/State of MD shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the WCHD/County/State of MD 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 Washington County Health Department/Board of County Commissioners of Washington County/State of Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final

TT # 8 Cont'd

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 anyone 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

WASHINGTON COUNTY HEALTH DEPARTMENT

ATT# 9

AFFIDAVIT

(Must be completed, signed, and submitted with the Proposal.)

Contractor: _____

Address: _____

Telephone: _____

I, _____, the undersigned, _____ of the above name
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the
(Month) (Year)

aforementioned office in the above-named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the Agreement herein.

AFFIDAVIT II

No officer or employee of Washington County/State of Maryland, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this Agreement, job, work or service for the County/State, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County/State received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County/State in connection with this Agreement, job, work, or service for the County/State, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining Agreements with Washington County/State of Maryland have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Cont'd ATT.# 9

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining Agreements with Washington County/State of Maryland have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Date

Signature

Company Name Printed

Signature Printed Name

Printed Title

SUBMIT THIS FORM WITH YOUR TECHNICAL PROPOSAL

A W-9 Form will need to be filled out and submitted with the Technical Proposal.

Acknowledgement of Addenda

Att. # 11

The Contractor acknowledges receipt of the following addenda. Please date and initial.

| Addendum Number | Date | Initial | Addendum Number | Date | Initial |
|------------------------|-------------|----------------|------------------------|-------------|----------------|
| 1 | | | 5 | | |
| 2 | | | 6 | | |
| 3 | | | 7 | | |
| 4 | | | 8 | | |

GOVERNMENT WIDE DEBARMENT AND SUSPENSION

ATT#12

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to be equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) propose to contract or subcontract is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principles, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the County/State of Maryland. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County/State of Maryland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

GOVERNMENT WIDE DEBARMENT AND SUSPENSION

ATT#12

Cont'd

Printed Title of Contractor's Authorized Official _____

Date _____

RETURN THIS FORM WITH YOUR TECHNICAL PROPOSAL

Remainder of the Page Left Blank Intentionally

BUSINESS ASSOCIATE AGREEMENT**ATT. # 13**

This Business Associate Agreement (the “Agreement”) is made by and between the Washington County Health Department, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health- General §§4-301 et seq.) (“MCMRA”); and

WHEREAS this Agreement supersedes and replaces all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof.

NOWHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean (Insert Name of Contractor).
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Washington County Health Department.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

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4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited dataset as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- B. Business Associate agrees to use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

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D. 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA.

B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach.

C. Is in substantially the same form as Exhibit A hereto; and

D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.

ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved).

iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the breach.

iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA.

G. Business Associate agrees it will make an amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

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H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

To the extent the Business Associate is to carry out one or more of Covered Entity obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.

K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for RFP-2022-01, Solicitation and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

Termination for Cause. Upon Covered Entity; knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

- Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
- Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determine or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate.

2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall

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have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

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A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Jared Blakeslee
Privacy Officer
Washington County Health Department
1302 Pennsylvania Avenue
Hagerstown, Maryland 21742
Phone: (240) 313-3410

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

- 4. Terms. All the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- 5. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Washington County Health Department (WCHD), a unit of the Maryland Department of Health (MDH), and _____ (Business Associate).

Business Associate hereby notifies WCHD/MDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the breach: _____.

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): Attach a list if necessary.

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____