



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #1
Open Solicitation #1112323
March 14, 2024

PAGE 1 OF 7

FOR THE PROCUREMENT OF: **Escorted Transportation Services for Elderly and Disabled Residents**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. **FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

DESCRIPTION OF AMENDMENT:

1. Replace Form Contract page 1 with revised page 1
2. Replace Form Contract page 2 with revised page 2
3. Replace Form Contract page 3 with revised page 3
4. Replace Form Contract page 4 with revised page 4
5. Replace Form Contract page 5 with revised page 5
6. Replace Attachment F with Revised Attachment F

THERE ARE NO OTHER CHANGES.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

Mary G. Wright

ISSUED BY: _____ for,
Avinash G. Shetty, Director,
Office of Procurement

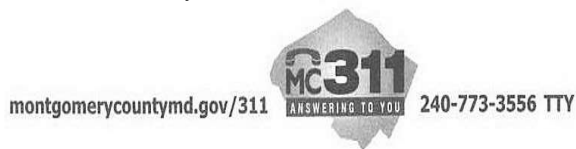
NAME OF OFFEROR: _____
(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX



Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

I. BACKGROUND/INTENT

Montgomery County's Department of Health and Human Services ("DHHS") serves the elderly and persons with disabilities through its Aging and Disability Services Area. The DHHS recognizes the need for a County-wide escorted transportation and accompaniment service for elderly and disabled County residents who are not able to drive or take mass transportation to their destinations. Clients may require these transportation services due to frailty, physical limitations, or mental limitations such as dementia.

II. SCOPE OF SERVICES

- A. The Contractor must provide clients with escorted transportation and accompaniment services for County residents who are elderly and/or have physical or mental disabilities. Upon the County's request, the Contractor will provide individual clients with escorted transportation services that include, but are not limited to, picking up a client from his or her home or another location, driving the client to his or her destination, and driving the client back to his or her residence or location of origin.
- B. The Contractor must provide accompaniment services for clients to various locations in the County. The accompaniment services may include, but are not limited to helping the client out of his or her house and into a vehicle, sitting with the client through an appointment or remaining at the destination for the duration of an appointment (unless other arrangements are specifically made by the client's case manager), transporting the client back to his or her residence or location of origin, and assisting the client in the grocery store.
- C. The Contractor may be required to transport clients to the following locations:
 - 1. Doctor appointments
 - 2. Dentist appointments
 - 3. Other medically necessary destinations
 - 4. Grocery store or pharmacy
 - 5. Social Security Administration
 - 6. DHHS, and other locations as approved by the County
- ~~D. The Contractor must have vehicles that meet all the following requirements:
 - 1. Registered in the State of Maryland;
 - 2. Equipped to handle and transport clients who may be confined to wheelchairs (handicapped access vans) or who require a stretcher; and
 - 3. Equipped with communication devices (cells phones, two-way radios, etc.) that ensure clients will be assisted promptly.~~

D. The Contractor must provide one or more of the following transportation types:

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

1. *Escorted Transportation: Transportation assistance for clients who require personal support but not specialized medical equipment. A standard vehicle equipped with communication device (cell phone, two-way radio, etc.). Services may include assistance with entering and exiting vehicle, navigating routes, reaching appointments, taking notes, and additional support as needed.*
 2. *Wheelchair Transportation: Transportation assistance for clients requiring wheelchair accessibility. Vehicle must be equipped to accommodate ramp or lift, a driver equipped with communication device (cell phone, two-way radio, etc.), and trained to safely assist client with various wheelchairs. Services must include securing wheelchair during transport, transferring client, and providing additional support as needed.*
 3. *Stretcher Transportation: Transportation assistance for clients requiring a stretcher or gurney. Vehicle must be equipped with appropriate medical equipment, communication device (cell phone, two-way radio, etc.) and personnel trained in patient care procedures. Services must include transferring client to and from stretcher, monitoring vital signs, and providing basic medical assistance during transport.*
- E. The Contractor must provide its own vehicle(s) for use in transportation services, and will be responsible for maintaining, insuring, and registering the vehicle(s) in the State of Maryland.
- F. In the event the County is dissatisfied with a particular driver employed by the Contractor, the County reserves the right to request a replacement driver from the Contractor. At no additional cost to the County, the Contractor must provide a replacement driver and agree not to use the driver in question to transport any clients served by this Contract.
- G. The Contractor's drivers must help clients lock their wheelchairs in place, secure seat belts, and provide for other safety and security measures required in transporting passengers.
- H. The Contractor must not charge fees to clients served under this Contract and must not accept any tips or other forms of compensation from clients.
- I. The Contractor must report any incidents via email that occur during transportation of a client to the County within (2) business days. An incident is defined as anything that may result in liability on the part of the Contractor or the County. In the event of an accident or injury to a client while under the care of the Contractor, the Contractor must notify the County by telephone immediately and provide a written follow-up of the incident within (2) business days.

III. MINIMUM QUALIFICATIONS AND STAFFING REQUIREMENTS

- A. For purposes of performance under this Contract, the Contractor must only utilize staff who meet all the following requirements:
1. Have a valid State of Maryland driver's license appropriate to the type of vehicle driven
 2. Are at least 21 years of age;
 3. Have a clean driving record documenting no convictions for driving while intoxicated or driving while under the influence of drugs or alcohol, reckless driving, speeding tickets,

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

- suspended license, during the past three years; Other moving violations should be reported immediately to the County's representative who will have discretion to request remedial action;
4. Have a criminal background check (according to State of Maryland requirements) successfully completed and submitted to the County by the Contactor in a format approved by the County; and
 5. Have experience and the ability to serve clients with special needs.

IV. PROGRAM OUTCOMES AND PERFORMANCE MEASURES

The Contractor must develop and implement a mechanism, to be approved by the County, to assess the quality of services provided and measure progress against the following measure: The County seeks assurance that 85 percent of those clients utilizing this service are satisfied with the service and use it on a regular basis.

V. COMPENSATION

- A. The County will compensate the Contractor on a fixed hourly rate for transportation and accompaniment services provided under this Contract in accordance with the rates under Attachment F, Rate Sheet. The Rate Sheet (Attachment F) will be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
- B. For subsequent years of the Contract, the County, in its sole discretion, may revise the hourly rate based on the availability for funds for these services. If the County revises these hourly rates, the new rate will be set forth on a Rate Schedule for this Open Solicitation and posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

In the event these rates change, within 30 days of the effective date, the Department of Health and Human Services' Director or her/his designee will notify the Director, Office of Procurement, and the Contractor, and forward a copy of the revised rate sheet indicating the effective date of the new rates to both.

- C. The County will issue a blanket purchase order to the Contractor. For each transport assignment, the County will issue a written release against the blanket purchase order. No services are to be provided by the Contractor under this Contract without a written release against the blanket purchase order. The County makes no promise, guarantee or representation that the Contractor will receive in compensation the full amount encumbered in the blanket purchase order. Total compensation to the Contractor will be determined by the number of transport assignments. However, the County will compensate the Contractor only up to the amount stated in the blanket purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the blanket purchase order(s) issued to the Contractor.

VI. INVOICES

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

The Contractor must submit invoices to the County, in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, at the established current fiscal year rates for services provided by the Contractor. The Contractor's invoices must reflect the hours of service provided for the time period, the total amount of funding requested for the time period, the number of clients served, the dates of service, and the type of transportation provided (stretcher transportation and regular/wheelchair transportation). All required data and other supporting documentation must be provided with the Contractor's monthly invoice.

The Contractor must submit invoices to the designated Contract Monitor at the following address: AdultProtectiveServices@montgomerycountymd.gov

VII. TERM

This contract is effective on the effective date indicated on the signature page, and is effective for a one (1) year term. Before the Contract term ends, the Director may, (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for up to one (1) year each. Substantial non-compliance or substantial non-satisfactory performance, as determined in the sole discretion of the County, may lead to a work improvement plan or early termination of the Contract.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated by reference and made part of this Contract as (**Attachment A**). The following insurance requirements supersede those outlined in Provision 21, Insurance, of the General Conditions.

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

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

- Contractual Liability
- Premises and Operations

Escorted Transportation Services for Elderly and Disabled Residents
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Independent Contractors & Subcontractors

Products and Completed Operations

Sexual Molestation and Abuse

Commercial Automobile Liability Coverage

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

owned automobiles

hired automobiles

non-owned automobiles

loading and unloading

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

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

Certificate Holder

Montgomery County, MD

HHS/ Contract Management Team

401 Hungerford Drive, 6th floor

Rockville, Md 20850

IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their terms:

- A. This Contract Document;
- B. The General Conditions of Contract Between County and Contractor (Attachment A);
- C. Business Associate Agreement (Attachment B);
- D. Application Form (Attachment C);
- E. References (Attachment D);
- F. Frequently Asked Questions Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016 (Attachment E); and
- G. Rate Sheet (Attachment F).

Open Solicitation #1112323

Escorted Transportation Services for Elderly and Disabled Adults

Attachment F - Approved Rate Sheet

Per Notice to Vendors for Open Solicitation #1112323, the County will compensate Contractors for services provided under contracts resulting from this Open Solicitation based on a uniform, fixed rate, as determined by the County.

Transportation Service	Rate
Escorted Transportation – Transportation assistance for clients who require personal support but not specialized medical equipment. A standard vehicle equipped with communication device (cell phone, two-way radio, etc.). Services may include assistance with entering and exiting vehicle, navigating routes, reaching appointments, taking notes, and additional support as needed.	\$60 per hour
Wheelchair Transportation – Transportation assistance for clients requiring wheelchair accessibility. Vehicle must be equipped to accommodate ramp or lift, a driver equipped with communication device (cell phone, two-way radio, etc.), and trained to safely assist client with various wheelchairs. Services must include securing wheelchair during transport, transferring client, and providing additional support as needed.	\$70 per hour
Stretcher Transportation - Transportation assistance for clients requiring a stretcher or gurney. Vehicle must be equipped with appropriate medical equipment, communication device (cell phone, two-way radio, etc.) and personnel trained in patient care procedures. Services must include transferring client to and from stretcher, monitoring vital signs, and providing basic medical assistance during transport.	\$125 per hour

**Open Solicitation Plan
For
Open Solicitation #1112323 - Escorted Transportation Services for Elderly and Disabled Residents**

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

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this Solicitation will be posted on the Montgomery County, Maryland Office of Procurement website. Additionally, a copy of the notice will be sent to current providers under Open Solicitation #0645170106, which contracts under this Open Solicitation will replace.
- (2) Application Process – The DHHS Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at:
<https://www.montgomerycountymd.gov/HHS-Program/COO/ContractMgmt/CMTCurSolicits.html>

The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions and Minimum Qualifications document for this Open Solicitation; 3) the Application; and 4) the Pre-approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments. Applicants will be required to sign the Application Form (Attachment C), stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.

- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum requirements that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the solicitation criteria.
- (4) All responsible applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation
- (5) Pre-Approved Form Contract – A Pre-Approved Form Contract is included in the solicitation packet. The solicitation packet also contains a description of the requirements identified on the Pre-approved Form Contract (referred to as Scope of Services). Applicants will be required to execute a contract with the County using this Pre-Approved Form Contract, including the General Conditions of Contract Between the County and Contractor (“General Conditions”), without modification.

- (6) Cost – The cost for services under contracts resulting from this Open Solicitation will be based on a fixed hourly basis for transportation and accompaniment services provided. The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified by DHHS. Funds will be encumbered under contracts via a purchase order or blanket purchase order. The County’s DHHS will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.
- (7) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.
- (8) Changes to Forms - The County may update the Open Solicitation Form contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation or to existing contracts:
 - (a) General Conditions of Contract Between County & Contractor (PMMD-45);
 - (b) Minority Business program & Offeror’s Representation (PMMD-90);
 - (c) Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91)
 - (d) Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan. (PMMD -65)
 - (e) Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (PMMD-177); and
 - (f) Business Associate Agreement.

The updated forms will be applicable to new contracts entered after the date they are added to the Open Solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

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NOTICE TO VENDORS

<p style="text-align: center;">Open Solicitation #1112323 – Escorted Transportation Services for Elderly and Disabled Residents</p>
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Montgomery County, Maryland (the "County"), through its Department of Health and Human Services (DHHS), is seeking applications from experienced and qualified entities to provide escorted transportation and accompaniment services for County residents who are elderly and/or have physical or mental disabilities. Upon the County's request, the Contractor will provide individual clients with escorted transportation services that include, but are not limited to, picking up a client from their home or another location, driving the client to their destination, and driving the client back to their home or location of origin.

The purpose of an Open Solicitation under Montgomery County's Procurement Regulations is to permit acceptance of applications on a continuing basis to meet service needs. (The County cannot guarantee a minimum number of or any referrals under a contract resulting from an Open Solicitation.) Interested parties are encouraged to submit an application along with other required materials listed following to allow for processing of a Pre-Approved Form Contract.

A complete description of the Scope of Services required is listed in the Open Solicitation packet in the Pre-Approved Form Contract. You may obtain a packet and copy of the rate sheet by visiting DHHS – Contract Management Team website at: <https://www.montgomerycountymd.gov/HHS-Program/COO/ContractMgmt/CMTCurSolicits.html>.

The County will enter into a contract with each applicant who meets the minimum qualifications as described in the Form Contract and are found to be a responsible organization. The County will sign the contract and return a copy to the applicant. The Form Contract with all attachments will constitute the entire Contract. The applicant must sign the County's Form Contract which includes the General Conditions of Contract between County and Contractor, the County's Business Associate Agreement and other attachments, as written, with no modification.

Questions regarding this solicitation should be emailed to:
HHS.Open.Solicitations@montgomerycountymd.gov

INSTRUCTIONS AND VENDOR INFORMATION

The County will enter into a contract with all applicants who meet the minimum qualifications, are found to be responsible and complete and submit the mandatory submissions described below in this document, including copies of required insurance certificates and the Pre-Approved Form Contract properly executed by the applicant. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed, and a copy of the contract will be sent to the applicant. Please keep a copy of the entire Open Solicitation packet for your records. *Applicants are strongly encouraged to carefully review all the documents and information provided with this packet before completing and returning the Pre-Approved Form Contract. **Incomplete applications will not be processed.***

Questions regarding this solicitation should be emailed to:
HHS.Open.Solicitations@montgomerycountymd.gov

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

- A. **Form Contract** – Attachments of the Form Contract must be filled out correctly and submitted. Please follow these steps:
1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 2. **PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE SIGNATURE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.**
 3. Submit all pages of the Form Contract (not just the signature page) including the completed attachments listed below, or the application will be rejected:
 - a. General Conditions of Contract Between County & Contractor
(<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>)
 - b. Business Associate Agreement
(<https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>);
 - c. *Optional* - “Minority Business Program & Offeror’s Representation” – this form may be filled out and submitted if applicable to the applicant’s organization
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)
 - d. “Minority, Female, Disabled Person Subcontractor Performance Plan” (“MFD” Plan) – Please submit your MFD plan or request a waiver
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
 - e. Application Form - Please complete the Application Form in its entirety. Applicant must indicate its organization tax status as either “profit” or “non-profit”; if non-profit, provide IRS Designation Letter
 - f. “Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor.
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
 - g. References - Please provide with your proposal, three references of similar contracts you’ve held with other entities. If you have not provided similar services, please narrate

what prepares you or your entity to provide the required services under this Open solicitation.

- B. Narrative – A description of your organization’s layout, amenities, facilities, accommodations, including maximum capacity of each vehicle proposed for use in providing escorted transportation and accompaniment services to elderly and disabled County residents. Applicant must describe their qualifications and ability to pick up a client from his or her home or another location; driving the client to his/her destination, remaining at the destination for the duration of an appointment, and driving the client back to his/her home or location of origin.
This information must be provided in no more than eight double-spaced typewritten pages, using Times New Roman 12-point font.
- C. Resume – Please provide a copy of an up-to-date resume for each person who holds a management position and/or will have direct one-to-one contact providing services to elderly and disabled individuals, under this Solicitation.
- D. Certificate(s) of Insurance – This provides evidence of meeting the insurance requirements set forth in Article VIII. of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
- E. Financial Information – Please provide a copy of your agency’s most recent audited financial statement. In the case of a sole proprietor, an applicant can submit the prior year’s tax return. All applicants must submit additional data as requested by the County to help determine financial responsibility and resolve any questions concerning their financial soundness.
- F. Proof of legal name – Please provide the articles of incorporation and articles of amendment if applicable.
- G. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation
- H. Proof of tax – Please provide a W-9 Tax form or a Tax I.D. number/copy of Social Security card if an individual or Sole Proprietorship
- I. Proof of tax-exempt status – Please provide a determination letter from the IRS, if applicable
- J. Provide proof that your vehicles meet the requirements of the federal Americans with Disabilities Act (ADA).

II. Instructions:

- A. Please complete, attach, and send all Submission Documents to:
AdultProtectiveServices@montgomerycountymd.gov
- B. If your application meets the Minimum Qualifications stated in the Pre-Approved Form Contract and your organization is found to be responsible, your application will be accepted, approved, and the County will execute the contract and return a copy to you. Once you receive notice from the County of

an executed contract and purchase order, you may begin to provide goods or services to clients as described in the Form Contract.

- C. A copy of the County's General Conditions of Contract between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as (Attachment A) to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors.
- D. The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation will be based on program needs, provider's location, availability, and /or Contractor's ability to provide the goods or services in the given timeframe.
- E. Award of a contract under this Open solicitation is subject to fiscal appropriations.
- F. The County reserves the right to cancel this Open Solicitation at any time.

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

I. BACKGROUND/INTENT

Montgomery County's Department of Health and Human Services ("DHHS") serves the elderly and persons with disabilities through its Aging and Disability Services Area. The DHHS recognizes the need for a County-wide escorted transportation and accompaniment service for elderly and disabled County residents who are not able to drive or take mass transportation to their destinations. Clients may require these transportation services due to frailty, physical limitations, or mental limitations such as dementia.

II. SCOPE OF SERVICES

- A. The Contractor must provide clients with escorted transportation and accompaniment services for County residents who are elderly and/or have physical or mental disabilities. Upon the County's request, the Contractor will provide individual clients with escorted transportation services that include, but are not limited to, picking up a client from his or her home or another location, driving the client to his or her destination, and driving the client back to his or her residence or location of origin.
- B. The Contractor must provide accompaniment services for clients to various locations in the County. The accompaniment services may include, but are not limited to helping the client out of his or her house and into a vehicle, sitting with the client through an appointment or remaining at the destination for the duration of an appointment (unless other arrangements are specifically made by the client's case manager), transporting the client back to his or her residence or location of origin, and assisting the client in the grocery store.
- C. The Contractor may be required to transport clients to the following locations:
 - 1. Doctor appointments
 - 2. Dentist appointments
 - 3. Other medically necessary destinations
 - 4. Grocery store or pharmacy
 - 5. Social Security Administration
 - 6. DHHS, and other locations as approved by the County
- D. The Contractor must have vehicles that meet all the following requirements:
 - 1. Registered in the State of Maryland;
 - 2. Equipped to handle and transport clients who may be confined to wheelchairs (handicapped access vans) or who require a stretcher; and
 - 3. Equipped with communication devices (cells phones, two-way radios, etc.) that ensure clients will be assisted promptly.
- E. The Contractor must provide its own vehicle(s) for use in transportation services, and will be responsible for maintaining, insuring, and registering the vehicle(s) in the State of Maryland.

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

- F. In the event the County is dissatisfied with a particular driver employed by the Contractor, the County reserves the right to request a replacement driver from the Contractor. At no additional cost to the County, the Contractor must provide a replacement driver and agree not to use the driver in question to transport any clients served by this Contract.
- G. The Contractor's drivers must help clients lock their wheelchairs in place, secure seat belts, and provide for other safety and security measures required in transporting passengers.
- H. The Contractor must not charge fees to clients served under this Contract and must not accept any tips or other forms of compensation from clients.
- I. The Contractor must report any incidents via email that occur during transportation of a client to the County within (2) business days. An incident is defined as anything that may result in liability on the part of the Contractor or the County. In the event of an accident or injury to a client while under the care of the Contractor, the Contractor must notify the County by telephone immediately and provide a written follow-up of the incident within (2) business days.

III. MINIMUM QUALIFICATIONS AND STAFFING REQUIREMENTS

- A. For purposes of performance under this Contract, the Contractor must only utilize staff who meet all the following requirements:
 - 1. Have a valid State of Maryland driver's license appropriate to the type of vehicle driven
 - 2. Are at least 21 years of age;
 - 3. Have a clean driving record documenting no convictions for driving while intoxicated or driving while under the influence of drugs or alcohol, reckless driving, speeding tickets, suspended license, during the past three years; Other moving violations should be reported immediately to the County's representative who will have discretion to request remedial action;
 - 4. Have a criminal background check (according to State of Maryland requirements) successfully completed and submitted to the County by the Contractor in a format approved by the County; and
 - 5. Have experience and the ability to serve clients with special needs.

IV. PROGRAM OUTCOMES AND PERFORMANCE MEASURES

The Contractor must develop and implement a mechanism, to be approved by the County, to assess the quality of services provided and measure progress against the following measure: The County seeks assurance that 85 percent of those clients utilizing this service are satisfied with the service and use it on a regular basis.

V. COMPENSATION

- A. The County will compensate the Contractor on a fixed hourly rate for transportation and accompaniment services provided under this Contract in accordance with the rates under Attachment

OPEN SOLICITATION #1112323

**Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____**

F, Rate Sheet. The Rate Sheet (Attachment F) will be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

- B. For subsequent years of the Contract, the County, in its sole discretion, may revise the hourly rate based on the availability for funds for these services. If the County revises these hourly rates, the new rate will be set forth on a Rate Schedule for this Open Solicitation and posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

In the event these rates change, within 30 days of the effective date, the Department of Health and Human Services' Director or her/his designee will notify the Director, Office of Procurement, and the Contractor, and forward a copy of the revised rate sheet indicating the effective date of the new rates to both.

- C. The County will issue a blanket purchase order to the Contractor. For each transport assignment, the County will issue a written release against the blanket purchase order. No services are to be provided by the Contractor under this Contract without a written release against the blanket purchase order. The County makes no promise, guarantee or representation that the Contractor will receive in compensation the full amount encumbered in the blanket purchase order. Total compensation to the Contractor will be determined by the number of transport assignments. However, the County will compensate the Contractor only up to the amount stated in the blanket purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the blanket purchase order(s) issued to the Contractor.

VI. INVOICES

The Contractor must submit invoices to the County, in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, at the established current fiscal year rates for services provided by the Contractor. The Contractor's invoices must reflect the hours of service provided for the time period, the total amount of funding requested for the time period, the number of clients served, the dates of service, and the type of transportation provided (stretcher transportation and regular/wheelchair transportation). All required data and other supporting documentation must be provided with the Contractor's monthly invoice.

The Contractor must submit invoices to the designated Contract Monitor at the following address: AdultProtectiveServices@montgomerycountymd.gov

VII. TERM

This contract is effective on the effective date indicated on the signature page, and is effective for a one (1) year term. Before the Contract term ends, the Director may, (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for up to one (1) year each. Substantial non-compliance or substantial non-satisfactory

**Escorted Transportation Services for Elderly and Disabled Residents
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performance, as determined in the sole discretion of the County, may lead to a work improvement plan or early termination of the Contract.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated by reference and made part of this Contract as (**Attachment A**). The following insurance requirements supersede those outlined in Provision 21, Insurance, of the General Conditions.

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

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

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

Commercial Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

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Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

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

Certificate Holder

Montgomery County, MD
HHS/ Contract Management Team
401 Hungerford Drive, 6th floor
Rockville, Md 20850

IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their terms:

- A. This Contract Document;
- B. The General Conditions of Contract Between County and Contractor (Attachment A);
- C. Business Associate Agreement (Attachment B);
- D. Application Form (Attachment C);
- E. References (Attachment D);
- F. Frequently Asked Questions Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016 (Attachment E); and
- G. Rate Sheet (Attachment F).

OPEN SOLICITATION #1112323

**Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____**

Signature Page

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

SIGNATURE PAGE

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

Agency Name

Signature*

Typed Signature

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Avinash G. Shetty, Director
Office of Procurement

Date

RECOMMENDATION

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

Date

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

*** Must be signed by corporate officer or person legally authorized to bind organization to a contract**

ATTACHMENT C
Open Solicitation #1112323

APPLICATION FORM

Please review and complete the following information. By signing this form, you are acknowledging that you have received a copy of this Open Solicitation and understand the requirements of this Open Solicitation.

Legal Name of Firm / Individual's Full Name

Contact Name/Authorized Signature

Address

City, State, Zip Code

Phone Number

Fax Number

Tax Identification Number (TIN)*

Email Address

*Note: If Applicant does not have a TIN, the County will request the Applicant's Social Security Number at the time of Contract award in order to make payments for services rendered by the Applicant in accordance with the resulting Contract.

Profit or Non-Profit (please check one) Profit Non-Profit [Indicate type of non-profit corporation, i.e., 503c(3)]

Please provide the required licensure information for each person and language proficiency, if applicable. Use additional copies of this page if necessary.

License(s)/Degree(s)

_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT D
Open Solicitation #1112323

REFERENCES
(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____
EMAIL: _____ CELL PH _____

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____
EMAIL: _____ CELL PH _____

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____
EMAIL: _____ CELL PH _____

ATTACHMENT E
Open Solicitation #1112323

Frequently Asked Questions – Background Investigations for DHHS
Contract Vendor Workforce Members effective July 1, 2016

1 Revised November 28, 2016

1. When is the policy effective?

It is effective **July 1, 2016** for all new procurements regardless of the source selection process whether an RFP, sole source, grant designated, etc.

If your current contract contains the following or similar language below, the policy pertains to the current contract:

- a. Some contracts currently contain language that includes such as “The contractor’s staff must submit to a background and criminal check in accordance with State law, including Code of Maryland Regulations (COMAR) 12.15.02 and all relevant provisions of Title 5, Subtitle 5, Part VI of the Family Law Article, Annotated Code of Maryland (“Criminal Background Investigations for Employees of Facilities and Other Individuals that Care for or Supervise Children”. In this case, the provider must follow the COMAR provisions.
- b. Other contract language maybe inserted in the contract such as “The Contractor must comply with DHHS Background Clearance Policy requirements for Staff. Any and all staff and volunteers having contact with children must be appropriately screened for safety precautions, including background checks and must successfully pass criminal background checks, prior to providing services under the Contract”.

Providers will have until **Jan. 1, 2017** to have a background check policy in place and background checks completed for affected staff. Starting **Jan. 1, 2017**, contract monitors will begin requesting the provider’s background check policy and inspecting records to see if the background checks have been performed.

2. Who does the policy affect in the provider’s organization?

Background checks or investigations are mandatory for each covered staff who is a Workforce Member or applicant that performs work in a Vulnerable Population Program or has a Sensitive or a Special Trust Position. See Sections 3.16 and 3.17 for definitions.

3. What are the responsibilities of the contract monitor as it relates to the policy?

During the routine, provider site visit, the contract monitor should request the provider’s background check policy. Then, randomly, contract monitor should select a sample of Workforce members (employees, volunteers or other types of staff) and review the staff or volunteer files which contain the background check information to determine if the provider has conducted the proper background and CPS checks if applicable. The Frequently Asked Questions – Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016

2 Revised November 28, 2016

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Covered Staff is a Workforce Member who works with a Vulnerable Population Program or occupies a Sensitive Position or Special Trust Position. See policy for Sensitive Position definition (Section 3.16) and a Special Trust position definitions (Section 3.17).

The contract monitor should only review the summary page that indicates that the background check was conducted by the employer. The background check details should not be viewed by the contract monitor. The contract monitor should note in their monitoring report the employee's name for the background check reviewed and document that required background checks **were or were not** conducted by the provider. If a background check **has not been conducted** on the workforce member by the provider, the contract monitor should observe during the site visit if the staff or volunteer is **supervised by another employee** who possess a background check on file during the time the individual is in contact with a vulnerable population as defined in Section 3.21 of the policy.

As indicated in question#1, some contracts already contain provisions for the required background checks and contract monitors may currently perform the reviews at the provider's site. It is not necessary for the contract monitor to review **the details of the background checks** nor to review all the workforce background checks unless other regulations such as COMAR dictate otherwise.

4. What are the responsibilities of the providers for background checks?

Provider are to establish a background check policy that covers Workforce members, Sensitive Position and Special Trust Position for their organization. Providers are to conduct the background checks at the time of hire. If there are issues with the background checks, the provider or hiring authority must decide if the issues will affect employment or volunteer status, and to have the summary background check information available to the contract monitor at the time of an **announced or unannounced** site visits.

Providers are considered the hiring authority for their staff and volunteers and are responsible for their organization's hiring decisions. If a background check contains some negative information, it is the responsibility of the **provider (hiring authority)** to determine if the information will affect the employment or volunteer status required to perform services for the County contract. The hiring authority should have personnel policies that govern their hiring decision-making process.

5. Does this policy apply to the provider's subcontractors?

Frequently Asked Questions – Background Investigations for DHHS
Contract Vendor Workforce Members effective July 1, 2016

3 Revised November 28, 2016 Yes, this policy applies to subcontractors in the same manner as the prime contractor or provider.

6. The provider is legally classified as a sole proprietorship and is required to obtain a background check. Background checks are normally only provided to employers or other interested third parties. In a sole proprietorship, the employee and provider are the same. How would the background check process work be handled for such entities since the sole proprietor would be prohibited from receiving the background check information?

Sole Proprietorships would have the DHHS Policy and Risk Manager receive the background checks from the company performing the review. Sole Proprietor would be required by DHHS to sign a release form authorizing DHHS to receive the form. The DHHS Policy and

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Risk Manager will notify contract monitor or the DHHS Quality and Selection Committee if the background check is acceptable or unacceptable.

The DHHS Policy and Risk Manager would maintain the confidential background check documents in a location that has restricted access and is secure. DHHS is an HIPAA protected entity and must follow all precautions related to securing client information so there is no departure from regular business practices already in place.

A more defined process will be developed in the next several weeks.

7. Does DHHS recommend any companies to conduct background checks?

DHHS does not recommend any vendors to perform background checks. Non-Profit Montgomery is putting together a list of companies that providers may use to perform their background checks and will distribute the list to its members.

8. Can a provider include the cost of background checks in their contract budget?

Yes, a provider may include the cost of the background check for an employee or volunteer in their contract budget. However, the cost should be equivalent to the FTE of their contract. In other words, if the employee works 100% on the DHHS contract, then, 100% of the background check cost can be absorbed by the contract. If the individual Frequently Asked Questions – Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016

4 Revised November 28, 2016 works 50% on the contract, then, only 50% of the cost of the background check costs can be absorbed by the contract.

9. How often must providers conduct background checks?

Providers must conduct the background checks **every five (5) years** on their workforce member. If there is a break in employment of greater than **120 days**, the entire background check must be performed again by the provider.

10. For what period of time must the provider conduct the background checks?

The provider must go back **seven (7) years** when conducting the background checks.

11. Which background check policy does the provider follow if located in a MCPS school?

Those providers located in MCPS must follow the DHHS Background Check policy for contractors and volunteers. MCPS may request DHHS contractors to perform an on-line training and the DHHS contractors should comply with the training if applicable.

12. Where can I find the DHHS background check policy on the internet?

See link below.

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

13. What type of background check should a provider conduct?

Providers should consult with their attorneys or human resource staff and develop a background check policy that are for Workforce members, Sensitive Positions and Special Trust Positions. See Sections 3.3, 3.16 and 3.17 for definitions for each type of classification. Below is a sample which illustrates position classification and the type of background checks that a provider may conduct for their workforce members and other types of positions. See

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Table I. Frequently Asked Questions – Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016

5 Revised November 28, 2016

Also, in Table II below are Background Check Requirements required by State law or regulation.

Table I Position Category	Type of Background Checks	Position Name
Workforce Member	<input type="checkbox"/> Criminal History- FBI & CJIS Checks <input type="checkbox"/> Validation of licenses if appropriate <input type="checkbox"/> SSN Trace <input type="checkbox"/> CPS Checks	<input type="checkbox"/> Case Mgr. <input type="checkbox"/> Executive Director <input type="checkbox"/> Driver <input type="checkbox"/> Teacher <input type="checkbox"/> Assistant Teacher <input type="checkbox"/> Volunteer <input type="checkbox"/> Accountant <input type="checkbox"/> Certified Nursing Assistant <input type="checkbox"/> IT Specialist <input type="checkbox"/> Contractor
Sensitive Position	<input type="checkbox"/> Criminal History FBI & CJIS Checks <input type="checkbox"/> Credit Check <input type="checkbox"/> SSN Trace <input type="checkbox"/> CPS Checks if access to children	
Special Trust Position	<input type="checkbox"/> Criminal History FBI & CJIS Checks <input type="checkbox"/> Credit Check <input type="checkbox"/> SSN Trace	

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Escorted Transportation Services for
Elderly and Disabled Adults**

Attachment F - Rate Sheet

Per Notice to Vendors for Open Solicitation # 1112323, the County will compensate Contractors for services provided under contracts resulting from this Open Solicitation based on a uniform, fixed rate, as determined by the County.

Effective March 1, 2022, the rate of compensation for regular transport as determined by the County is \$57.75 per hour.

The rate for Stretcher Transport will remain unchanged at \$80.00 per hour.
