



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

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Director

OPEN SOLICITATION AMENDMENT 1
OPEN SOLICITATION #1159741
BEHAVIORAL HEALTH SERVICES WITH LANGUAGE AND/OR DEAF AND HARD OF
HEARING INTERPRETATION

NOTICE EFFECTIVE ON DECEMBER 11, 2025

THE FOLLOWING ARE APPLICABLE TO THE OPEN SOLICITATION:

CHANGE #1

1. The title of this solicitation is changed to **Behavioral Health Services with Language and/or Hearing Interpretation** from **Behavioral Health Services with Language and/or Deaf and Hard of Hearing Interpretation**. All references in the solicitation where it reads **Behavioral Health Services with Language and/or Deaf and Hard of Hearing Interpretation** will be deleted in its entirety and replaced with **Behavioral Health Services with Language and/or Hearing Interpretation**.
2. The original solicitation document has been modified to reflect changes to the title. Any removed language has been marked by strikeout and ADDED language is marked in red.
3. Attached to this amendment is marked-up open solicitation packet labeled as “Version 1 – Amendment No. 1”.

THERE ARE NO OTHER CHANGES.

THE SOLICITATION PROVISION ENTITLED “SOLICITATION AMENDMENT” IS APPLICABLE TO THIS CHANGE. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED OPEN SOLICITATION AND LABELED AS **VERSION 1 AMENDMENT NO 1.**

ISSUED BY: Nola Song, for
Nola Song (Dec 23, 2025 11:07:35 EST)
Avinash G. Shetty, Director
Office of Procurement

Office of Procurement

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Open Solicitation Plan
For
Open Solicitation #1159741 –Behavioral Health Services with Language and/or ~~Deaf and Hard of~~
Hearing Interpretation
Montgomery County Department of Health and Human Services

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. This Open Solicitation is designed to procure qualified and licensed entities and individuals to provide behavioral health services with language and hearing interpretation for Montgomery County residents ~~with Limited English Proficiency (LEP) and/or who may be deaf or hard of hearing.~~

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County (the “County”), Office of Procurement website. Notice of the solicitation will also be sent by the DHHS to current providers under Open Solicitation # 1014729, as well as other current vendors whose contracts under this Open Solicitation will support the provision of services to clients with LEP and/or who are deaf or hard of hearing.
- (2) Application Process –DHHS and Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at:
<https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>

The solicitation packet includes the following:

- A Notice to Vendors that summarizes this Open Solicitation
- Instructions And Vendor Information that outlines the submission and the minimum requirements and qualifications of this Open Solicitation.
- An application.
- The pre-approved Form Contract, which must be executed as written and which incorporates the County’s General Conditions of Contract Between County and Contractor.

Applicants will be required to sign the Application Form, 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 qualifications (set forth in the Minimum Requirements of Applicants Document) for providing language and hearing interpretation for behavioral health services to the Department and the criteria upon which applicants will be accepted. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the minimum qualifications.
- (4) All applicants meeting the minimum qualifications listed in Minimum Requirements Qualifications Document will be eligible to receive a contract to provide the services described in this Open Solicitation. These services are to be need based in that the selected

providers will assess client need for non-English speaking provision of services in accordance with the Pre-Approved Form Contract of the Open Solicitation.

- (5) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the “Form Contract”), including the General Conditions of Contract Between the County and Contractor (“General Conditions”), without modification.
- (6) Cost – The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified by DHHS. Funds will be encumbered under a contract as client needs to the program of non-English speaking services are made/approved by DHHS. The Local Behavioral Health Authority (LBHA) will monitor expenditures for each contract based on all outstanding purchase orders for that contract.
- (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:
 - a) General Conditions of Contract Between County and 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, and Wage Requirements Law Certification (PMMD-177).
 - f) Business Associate Agreement.

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

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Notice To Vendors
Open Solicitation #1159741
Behavioral Health Services with Language and/or ~~Deaf and Hard of~~ Hearing Interpretation

Montgomery County, Maryland (the County), through its Department of Health and Human Services (DHHS), is seeking qualified and licensed entities and individuals to provide behavioral health services with language and hearing interpretation for Montgomery County residents with Limited English Proficiency (LEP) and/or who may be deaf ~~or hard of hearing~~, thus reducing health ^{**} disparities to accessing behavioral health treatment services for Montgomery County residents and strengthening the Public Behavioral Health System.

, deaf-blind, hard of hearing, or late-deafened (DDBHH/LD)

A complete description of the Scope of Services required is listed in the Open Solicitation packet. Interested providers/applicants may obtain a packet by visiting the DHHS – Contract Management Team website at:

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

Applicants are encouraged to review all of the documents and information provided with this packet before completing and returning the Application/Vendor Information Form and the County-Approved Form Contract, including General Conditions of Contract Between County and Contractor.

Applicant must accept the County-established rates for all services described in this Open Solicitation #1159741 and as set forth at:

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

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Instructions and Vendor Information - Minimum Qualifications document and are found to be a responsible organization/entity. The County will sign the contract and return a copy to the applicant upon execution. The Form Contract with all attachments will constitute the entire Contract. The applicant must sign the County's Form Contract which includes the General Conditions of Contract Between County and Contractor, and other Attachments, as written with no modification. The Contract Management Team will forward a copy of the executed contract, along with related materials, to the successful applicant. Once you receive notice from the County that the contract has been executed and you receive an executed purchase order and notice to proceed from the County, you may provide services to clients.

The County makes no guarantee that any single provider will have any minimum number of services under a contract resulting from this Open Solicitation. Selection of providers is client-driven and based on personal preference, language capabilities, location, and/or range of services provided. Annual availability of funds under this Open Solicitation is subject to appropriation by the Montgomery County Council and the encumbrance of such appropriated funds.

The compensation for the services provided under this open solicitation will be per the fee structure as detailed in the attached Form Contract.

Questions related to this Open Solicitation should be directed to the Department of Health and Human Services, Contract Management Team via e-mail to:

hhs.open.solicitations@montgomerycountymd.gov

The County reserves the right to cancel this Open Solicitation at any time.

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Instructions and Vendor Information
Open Solicitation #1159741
Behavioral Health Services with Language and/or ~~Deaf and Hard of~~ Hearing Interpretation

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.

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

Montgomery County Department of Health and Human Services
Attention: Contract Monitoring Unit
401 Hungerford Drive, 1st Floor
Rockville, Maryland 20850

Or

via email to: PHSSR@montgomerycountymd.gov

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

A. Application/Vendor Information Form (Attachment C)

Please complete in its entirety. Applicants must check-off profit, non-profit, or sole proprietorship designation.

B. Form Contract and the Contract Attachments

The form contract must be filled out correctly and submitted. Please follow these steps:

1. Sign the Form Contract. If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
2. **PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.**
3. Submit all pages of the Form Contract (not just the signature page), including all attachments.
 - a. General Conditions of Contract Between County & Contractor, (Attachment A):
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>
 - b. Business Associate Agreement, (Attachment B):

[https://www.montgomerycountymd.gov/HHS/Resources/Files/pdfs/Business%20Associate%20Agreement2_27_20\(1\).pdf](https://www.montgomerycountymd.gov/HHS/Resources/Files/pdfs/Business%20Associate%20Agreement2_27_20(1).pdf)

- c. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan. Please submit your MFD plan or request a waiver.
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
- d. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf>
- e. Minority Business program & Offeror's Representation – Optional: this form may be filled out and submitted if applicable to the applicant's organization.
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf>

C. Narrative

A description of your organization's area of specialty, knowledge of and experience working with the population proposed to be served under this Open Solicitation. This information must be provided in no more than five double-spaced typewritten pages and must be attached to the application.

D. A Certificate(s) of Insurance

This provides evidence of meeting the insurance requirements set forth in Article VII General Conditions and Insurance of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate of Insurance based on the Mandatory Insurance Requirements contained in this solicitation. All Applicants must meet the County's mandatory insurance requirements as set forth under this Open Solicitation.

Updates for renewals during the service period must be sent to the Contract Management Team by the insurance broker.

E. Licenses

A copy of your current license issued in accordance with Code of Maryland Regulations (COMAR) §10.63 for mental health program for each facility in which your agency is offering to provide services.

F. Proof of the ability to obtain reimbursement through the State of Maryland's Public Behavioral Health State 'Fee-For-Service' (FFS) System.

G. Proof of interpretation services capability

Proof of proficiency for ~~bilingual spoken language and/or American Sign Language~~ **** (ASL)** for behavioral health professionals employed by the applicants, or a copy of an Agreement with sub-vendor interpreter and/or interpreter agency.
non-English speaking and/or hearing interpretation

H. Financial Information

A copy of your agency's most recent audited financial statement. All applicants must submit additional data as requested by the County to help determine financial responsibility and resolve any questions concerning their financial soundness.

- I. Proof of legal name
Please provide the articles of incorporation, and if applicable, articles of amendment.
- J. Proof of tax ID number
Please provide a W-9 form or copy of Social Security card if Sole Proprietorship.
- K. Proof of tax-exempt status
Please provide a determination letter from the IRS if applicable.
- L. A certificate of good standing with the Maryland State Department of Assessments & Taxation (SDAT), when applicable.

II. **Minimum Qualifications**

Applicants must have and maintain for the term of this contract, and any subsequent renewal terms, the following Minimum Qualifications:

1. Applicants must have a current Local Behavioral Health Authority (LBHA) Agreement to Cooperate, have a Maryland Department of Health (MDH) license to provide services as an Outpatient Mental Health Center (OMHC), Psychiatric Rehabilitation Program (PRP), and/or Residential Rehabilitation Program (RRP) in the State of Maryland as required by COMAR § 10.63. Applicants must submit a copy of its current license with application.
2. Applicants must have the ability to obtain reimbursement through the State of Maryland's Public Behavioral Health FFS System for clients approved by the Maryland Department of Health (MD-DOH) designated Administrative Services Organization (ASO).
3. Applicants must meet the County's mandatory insurance requirements as set forth in Article VII, General Conditions and Insurance of the pre-approved form Contract, below, and must provide insurance certificates to the County as required.
4. Applicants must have the capability and capacity to begin providing interpretation services to consumers within 30 days of contract execution by the County's Director, Office of Procurement and must demonstrate evidence of their capability by submitting the following document(s) with their application:
 - non-English speaking and/or hearing interpretation
 - A. Proof of proficiency for ~~bilingual spoken language and/or American Sign Language (ASL)~~ ** for behavioral health professionals employed by the applicants, or
 - B. Agreement with sub-vendor interpreter and/or interpreter agency.
5. For contracts resulting from this Open Solicitation, the County will not pay for behavioral health services. Those services are reimbursable through the State of Maryland's Public Behavioral Health FFS System. The County will only be utilizing the grant from the BHA is to pay for the additional ~~interpretation costs associated with providing those services to non-English language and/or deaf or hard of hearing clients.~~ **
clients who require Non-English speaking and/or hearing interpretation.

6. Applicants must accept the County's fee structure as set forth in Attachment E – Basic Compensation Rate Sheet for providing interpretation services to clients who are ~~Limited English Proficient and/or deaf or hard of hearing.~~ ^{**} The Basic Compensation Rate Sheet or any subsequently issued updates will be available at: LEP and/or DDBHH/LD
<https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>
7. Applicants must accept the Maryland Department of Health (MD-DOH) grant Conditions of Award/Statement of Work (COA/SOW) as incorporated by reference and made part of the pre-approved form Contract, below, as Attachment D or any subsequently issued COA/SOW, which will be provided to the Contractor by the County at the beginning of each fiscal year.
8. Applicants must demonstrate evidence of their financial status and organizational solvency by submitting to the County their most recent audited financial statements. All applicants must submit additional data as requested by the County to resolve any questions concerning their financial status.
9. Applicants must provide the space to operate the program within Montgomery County, Maryland. Applicants must offer the services at a site that is readily accessible to public transportation. The applicants' facilities must be in compliance with all federal, state, and local fire, health, and safety codes. Such compliance must be maintained throughout the term of the contract, including any subsequent renewal terms.

II. Instructions:

- A. Please complete, attach, and send all Submission Documents to:

Montgomery County Department of Health and Human Services
Attention: Contract Monitoring Unit
401 Hungerford Drive, 1st Floor
Rockville, Maryland 20850

Or

via email to: PHSSR@montgomerycountymd.gov

- B. If your application meets the Minimum Qualifications stated in the Pre-Approved Form Contract and your organization is found to be responsible, your application will be accepted, approved, and the County will execute the contract and return a copy to you. Once you receive notice from the County of an executed contract and purchase order, you may begin to provide 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.

PRE-APPROVED FORM CONTRACT
OPEN SOLICITATION #1159741
Behavioral Health Services with Language and/or ~~Deaf and Hard of Hearing~~ Interpretation
FORM CONTRACT # _____

I. BACKGROUND/INTENT

- A. Montgomery County, Maryland (the County), through its Department of Health and Human Services (DHHS), has received a grant from the Maryland Department of Health, Behavioral Health Administration (BHA) to support interpretation services for behavioral health and rehabilitation services to adults who are Limited English Proficient (LEP) and/or who may be deaf ~~or hard of hearing~~, thus attempting to reduce health disparities related to accessing community behavioral health services for Montgomery County residents and strengthening the Public Behavioral Health System (PBHS). In addition, the BHA requires the funding be used to support Outpatient Mental Health Centers (OMHCs), Psychiatric Rehabilitation Programs (PRPs), and Residential Rehabilitation Programs (RRPs) only. , deaf-blind, hard of hearing or late-deafened (DDBHH/LD) **
- B. DHHS is seeking qualified and licensed entities and individuals to provide behavioral health services with interpretation for Montgomery County residents with ~~Limited English Proficiency (LEP) and/or those who are deaf or hard of hearing~~, thus attempting to reduce health disparities related to accessing behavioral health treatment services for Montgomery County residents and strengthening the Public Behavioral Health System. language and/or hearing **
- C. The Contractor was selected under Open Solicitation #1159741, Behavioral Health Services with Language and/or ~~Deaf and Hard of~~ Hearing Interpretation, to provide services in accordance with the Open Solicitation and this Contract.
- D. By signing this Form Contract, the Contractor certifies that it meets the minimum qualifications, and that the Contractor agrees to provide all items and services required in this Contract.

II. SCOPE OF SERVICES

- A. Minimum Qualifications
The Contractor must have and maintain for the term of this Contract, and any subsequent renewal terms, the following Minimum Qualifications:
1. The Contractor must have a current Local Behavioral Health Authority (LBHA) Agreement to Cooperate, have a Maryland Department of Health (MDH) license to provide services as an Outpatient Mental Health Center (OMHC), Psychiatric Rehabilitation Program (PRP), and/or Residential Rehabilitation Program (RRP) in the State of Maryland as required by COMAR § 10.63.
 2. The Contractor must have the ability to obtain reimbursement through the State of Maryland's Public Behavioral Health FFS System for clients approved by the

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Maryland Department of Health (MD-DOH) designated Administrative Services Organization (ASO).

3. The Contractor must meet the County's mandatory insurance requirements as set forth in Article VII, General Conditions and Insurance, of this Contract and must provide insurance certificates to the County as required.
4. The Contractor must have the capability and capacity to begin providing interpretation services to consumers within 30 days of Contract execution by the County's Director, Office of Procurement via:
 - A. ~~Bilingual spoken language and/or American Sign Language (ASL)~~ ^{**}
~~for~~ behavioral health professionals employed by the Contractor, [^]or
 - B. Agreement with sub-vendor interpreter and/or interpreter agency.
who are proficient with non-English speaking and/or hearing interpretation
5. The Contractor must accept the County's fee structure as set forth in this Contract as Attachment E for providing behavioral health services with language and hearing interpretation services to clients ~~who are Limited English Proficient and/or deaf or hard of hearing~~. The fee structure is also located at:

<https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>
6. The Contractor must accept the MD-DOH grant Conditions of Award/Statement of Work (COA/SOW) as incorporated by reference and made part of this Contract as Attachment D.
7. The Contractor must demonstrate evidence of their financial status and organizational solvency by submitting to the County their most recent audited financial statements. All applicants must submit additional data as requested by the County to resolve any questions concerning their financial status, at any time during the Contract term.
8. The Contractor must provide the space to operate the program within Montgomery County. The Contractor must offer the services at a site that is readily accessible via public transportation. The Contractor's facility(ies) must be in compliance with, all federal, State, and local fire, health, and safety codes. Such compliance must be maintained throughout the term of this Contract, including any subsequent renewal terms.

B. General Requirements

1. The MDH-BHA Mental Health grant Condition of Award/Statement of Work (COA/SOW) is incorporated by reference and made part of this Contract as Attachment D. The Contractor must comply with the

PRE-APPROVED FORM CONTRACT
OPEN SOLICITATION #1159741
Behavioral Health Services with Language and/or ~~Deaf and Hard of Hearing~~ Interpretation
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COA/SOW (Attachment D) and any subsequently issued COA/SOW which will be provided to the Contractor by the County on an annual basis. **

1.a. In the event the County receives notice of a reduction in grant funding or cancellation of grant award for services described in this contract, the County reserves the right to adjust funding or terminate the contractual agreement. The County will immediately notify the Contractor of the change in availability of funding.

2. The Contractor must provide interpretation services for ~~language and/or deaf and hard of hearing~~ clients while receiving behavioral health services for OMHC, PRP, and/or RRP behavioral health clients, based upon the Contractor's license and accreditation and application to provide services under Open Solicitation # 1159741 and as determined by the State of Maryland standards set forth in COMAR § 10.63, as promulgated by the MD-DOH. ~~language and/or hearing~~ **

3. The Contractor must maintain full licensure to provide OMHC, PRP, and/or RRP services with language and hearing interpretation services, based upon the Contractor's license and application to provide services under Open Solicitation #1159741 during the initial term of this Contract and any subsequent renewal terms.

Any deficiencies or corrective action plans identified by the Behavioral Health Administration (BHA) Office of Health Care Quality (OHCQ) and/or the State designated Administrative Services Organization (ASO), must be shared with the County's Contract Monitor or designee. Failure to maintain licensure may result in termination of this Contract.

4. The Contractor must employ ~~bilingual and/or ASL~~ proficient behavioral health professionals in the OMHC, PRP, and/or RRP program, or use a certified interpreter or interpretation agency for LEP and/or deaf or hard of hearing clients, or use the Montgomery County-contracted interpretation vendors. ~~non-English speaking and/or hearing interpretation~~ **
- a. The Contractor must have a written sub-vendor agreement with sub-vendor interpreter and/or interpreter agency. The Contractor may also have a written sub-vendor agreement with the Montgomery County-contracted interpretation vendor(s) to access interpretation services at the County-contracted rate.
- b. The Contractor's agreement with the sub-vendor must ensure that the sub-vendor meets the Service Requirements listed on the COA/SOW (Attachment D), and adheres to all Federal, State, and local laws and regulations governing privacy and the protection of health information.
- c. The Contractor must provide the County with a copy of the agreement with the sub-vendor interpreter and/or interpreter agency and/or the Montgomery County-contracted interpretation vendor(s) prior to Contract execution and when the Contractor enters into subsequent

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agreements with the Montgomery County-contracted interpretation vendor(s).







- d. The Montgomery County-contracted vendors' information for in-person and telephonic interpretation for LEP clients is located on the Montgomery County LEP website on the Resources page and can be accessed here:
<https://montgomerycountymd.gov/lep/resource.html>
 - e. The County will notify the Contractor of vendor changes to the Montgomery County contracted interpretation vendors when new vendors are added or removed.
5. Behavioral Health and Crisis Services in DHHS has adopted the National Standards for Culturally and Linguistically Appropriate Services ("CLAS") in Health and Health Care. CLAS standards are a comprehensive series of guidelines that inform, guide, and facilitate practices related to culturally and linguistically appropriate health services. The Contractor must adhere to CLAS in the provision of services under this Contract. For more information about CLAS, please see <https://thinkculturalhealth.hhs.gov/clas>
 6. The Contractor must comply with Montgomery County's DHHS Background Clearance policy requirements for staff, subcontractors, and volunteers serving clients. Please see link for policy:
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
 7. The Contractor must comply with all Federal, State, and local laws and regulations governing privacy and the protection of health information. The Contractor must execute formal agreements with other service providers in accordance with federal and State confidentiality regulations or with appropriate release of information by the Client. The Contractor must sign and comply with the County's Business Associate Agreement, which is incorporated by reference and made a part of this Contract as Attachment B.

III. REPORTS

- C. The Contactor must submit monthly reports by the 15th day following the end of the month. The monthly reports must contain the number of unduplicated counts. The monthly report must include, but not be limited to:
 1. Total number of new clients who received interpretation services during the month by service type (non-English speaking language and ASL);

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2. Total hours of interpretation services provided to clients during the month by service type (non-English ~~speaking language and ASL~~); and **
 3. Total hours of interpretation services provided to clients during the month by method of service, including, but not limited to:
 - i. In Person spoken language and hearing
 - ii. Telephonic
 - iii. Virtual interpretation.
- B. The Contractor must submit quarterly reports by the 15th day following the end of the quarter. The quarterly reports must contain unduplicated year to date counts. The quarterly report must include, but not be limited to:
1. Total number of clients who received interpretation services during the quarter by service type (non-English ~~speaking language and ASL~~). **
 2. Total number of clients who received interpretation services during the quarter by level of care (OMHC, PRP, RRP).
- C. The Contractor must provide an annual certified financial audit report, prepared by a CPA firm, to the County by March 1st of each term this Contract is in effect, for the prior Contract term.
- D. At the County's request, the Contractor must submit any other written statements, records, and reports which may include a breakdown of administration costs.
- E. The Contractor must conduct a client satisfaction survey, in accordance with the clients' language needs, as developed by the County, for each year this Contract is in effect, and must submit the results of this survey to the County by March 1st of each year this Contract is in effect.

	Very Helpful  	Helpful 	Not Helpful 	Very Unhelpful  	Don't Know /Not applicable
Interpretation services received					
Overall Experience					

- F. The Contractor must submit, with the January invoice every term this Contract is in effect, proof of current licensing per Article I. Scope of Services, paragraph A, sub-paragraph 1.

IV. PERFORMANCE MEASURES

The Contractor must engage in data collection, as directed by the County, and administer a client satisfaction survey to provide information for measuring outcomes. Outcome measures include:

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- A. 85% of unduplicated clients will report that services were “helpful” or “very helpful” on the satisfaction survey.

V. COMPENSATION

- A. The County will compensate the Contractor for behavioral health services with language and hearing interpretation services provided to LEP and/or ~~deaf or hard of hearing~~ ^{**} at the established fully burdened hourly rate in effect at the time the services were provided. No minimum number of hours is guaranteed to any Contractor under this Contract.

DDBHH/LD

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

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

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 the updated “Basic Compensation Rate Sheet” (Attachment E) indicating the effective date of the new rates.

These rates are to be paid from funds encumbered to this Contract for Clients enrolled in Outpatient Mental Health Center (OMHC), Psychiatric Rehabilitation Program (PRP), and/or Residential Rehabilitation Program (RRP) for services that meet the following criteria:

DDBHH/LD

1. Clients identified as LEP speakers, and/or ~~deaf or hard of hearing~~ ^{**} regardless of proficiency and insurance status, for which verbal services provided in English will impede treatment services.
2. Reimbursement may be requested for services provided by ~~bilingual and/or~~ ^{**} ~~ASL~~ proficient behavioral health professionals employed by the program up to the established fully burdened rate.
3. Reimbursement of behavioral health services with language and hearing interpretation services provided by a sub-vendor will be up to the established fully burdened rate. The Contractor must submit copies of sub-vendor invoices with the Contractor’s monthly invoice.

~~non-English speaking and/or hearing interpretation~~

- B. No services must be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor’s receipt of said County Purchase Order containing the maximum compensation amount.
- C. Compensation must not exceed funds appropriated by the County and encumbered into the County Purchase Order issued to the Contractor.

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FORM CONTRACT # _____

- D. County will not pay for behavioral health services provided under this contract. Those services are reimbursable through the State of Maryland's Public Behavioral Health FFS System. The County will only be utilizing the grant from the BHA to pay for the additional interpretation costs associated with providing those services to non-English language and/or deaf or hard of hearing clients.
- E. The Contractor is responsible to bill the State of Maryland Administrative Services Organization for Behavioral Mental Health Services provided under this Contract directly through the State of Maryland's Public Behavioral Health FFS.

VI. INVOICES

The Contractor must submit monthly invoices and supporting documentation 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, for services described in this Contract. All required reports and other supporting documentation must be provided with the Contractor's invoice for each quarterly reporting period. Invoices must be sent to the Contract Monitor designated by the County.

VII. TERM

This Contract shall become effective upon signature by the County's Director, Office of Procurement, and shall be effective for a two (2) year term. Before the Contract term ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The County shall have the option to renew this Contract for two (2) additional terms of up to two (2) years each.

Funds have been appropriated for this Contract for the current term. For any subsequent period that the contract remains in effect, payments under the Contract are contingent upon County appropriation and encumbrance of funds. If the grantor, the Maryland Department of Health (MD-DOH), Behavioral Health Administration (BHA) fails to approve a grant to the County to fund this Contract for an additional period, no work is to be done after the current contract year, and the term for the Contractor performance under this Contract will end, without further cost to the County.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("General Conditions") (Attachment A) are incorporated by reference and made a part of this Contract. The insurance requirements listed below, supersede the insurance requirements set forth in Paragraph 21, Insurance, of the General Conditions.

PRE-APPROVED FORM CONTRACT
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FORM CONTRACT # _____

Prior to the execution of the contract by the County, the proposed awardee 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 to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence, and two million (\$2,000,000) aggregate***, 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

Worker's Compensation/Employer's Liability – can be waived if contractor is a sole proprietor

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***

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Annual Aggregate</i>	<i>\$2,000,000</i>

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

PRE-APPROVED FORM CONTRACT
OPEN SOLICITATION #1159741
Behavioral Health Services with Language and/or ~~Deaf and Hard of~~ Hearing Interpretation
FORM CONTRACT # _____

Subcontractor Requirements

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

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general and excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

Should any of the above policies be 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
Dept of Health & Human Services / Anne Fales
401 Hungerford Drive, 6th Floor
Rockville, MD 20850

IX. CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is: Ijeoma Oji, Team Lead, Contract Management Team, 401 Hungerford Drive – 6th Floor, Rockville, MD 20850; Telephone # 240-777-3807, e-mail – Ijeoma.Oji@montgomerycountymd.gov

X. PRIORITY OF DOCUMENTS

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

1. This Contract Document;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. Business Associate Agreement (Attachment B);
4. Application/Vendor Information Form (Attachment C); and
5. Maryland Department of Health grant Conditions of Award/Statement of Work (COA/SOW) (Attachment D).
6. Rate Sheet (Attachment E)

PRE-APPROVED FORM CONTRACT
OPEN SOLICITATION #1159741
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[SIGNATURE PAGE FOLLOWS]

PRE-APPROVED FORM CONTRACT
OPEN SOLICITATION #1159741
Behavioral Health Services with Language and/or ~~Deaf and Hard of~~ Hearing Interpretation
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.

Part A: Contractor's Offer to Provide Services:
(Prospective Contractor must Complete)

Agency Name

Signature

Typed

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Director Office of Procurement

Date

RECOMMENDED:

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

ATTACHMENT A

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;

- (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor 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 contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the ~~requirements of the federal Immigration and Nationality laws~~, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed 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 by the County 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. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	

Attachment C

Open Solicitation #1159741
Language And Hearing ~~Translation~~ Interpretation for Mental Health Services

APPLICATION/VENDOR INFORMATION FORM

Name of Applicant: _____
(Organization or Sole Proprietor Name)

Federal Taxpayer Identification Number (TIN) or Social Security Number: _____

Address: _____

City and State: _____ Zip Code: _____

Primary Contact Name: _____

E-mail Address (if applicable): _____

Phone #: _____ Fax #: _____

Type Corporation (check one) ☐ For Profit ☐ Not-For-Profit ☐ Sole Proprietorship

If Non-Profit, please indicate type of corporation, e.g., 501(c)(3), etc.: _____

Level(s) of Treatment provided by Program: (pick all that apply)

_____ Outpatient Mental Health Center (OMHC)

_____ Psychiatric Rehabilitation Program (PRP)

_____ Residential Rehabilitation Program (RRP)

Licensed Site(s)

1. NAME _____

ADDRESS _____

2. NAME _____

ADDRESS _____

Acknowledgment:

I have received a copy of the packet for Open Solicitation #1159741, reviewed the documents, and agree to the solicitation's requirements, including the insurance requirements. I have received a copy of the County's General Conditions (Attachment A to the Pre-Approved Form Contract) and accept those terms and conditions.

Signature of Person Completing this Form

Title

Date

FY26 STATEMENT OF WORK - IMMIGRANT COMMUNITY BEHAVIORAL HEALTH SERVICES

Contact Person & Email Address	
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SECTION 1. PROGRAM/INITIATIVE SUMMARY

The purpose of this funding shall allow the Montgomery County, Maryland through the Montgomery County Department of Health and Human Services to facilitate or make provisions for language interpretation for low barrier/threshold access to mental health disorder (MH) or co-occurring primary mental health and substance use disorder (SUD) treatment services that are not readily accessible to individuals who are Deaf, Deaf-blind, Hard of Hearing, Late-deafened and/or Limited English Proficient (DDBHH/LD, LEP), and/or other disability that may fall within the provision in the use of an “interpreter” due to the presence of communication barriers, and the lack of staff trained in the provision of culturally and linguistically appropriate services to this population.

Deaf language interpreting services may be provided in the use of: American Sign Language (ASL), Visual Language Interpretation (VLI), tactile interpreting, cued speech transliteration, Signed Exact English (SEE), Pidgin Signed English (PSE), and interpreting for Deaf-blind, which often requires specialized skills to communicate through touch or other visual cues depending on the level of vision-impairment; all requiring knowledge of Deaf culture and specific sign language variations. Any service type should be independently chosen by the participant and provided in a comprehensive and culturally competent manner for individuals who meet the criteria for interpretive services, including outreach and engagement.

SECTION 2. ACTIVITIES/SERVICES

The activities/services include, but are not limited to:

Activity/Service 1

Screening

Utilize deaf language and/or LEP to facilitate behavioral health screenings for adults and older adults to assess and determine amenability to participate in the program. Screenings are conducted to help create an individualized treatment plan-ITP/and or individualized care/recovery plan-ICP/IRP, help identify personal strengths, and encourage readiness for change.

Activity/Service 2

Language Interpreting Services - LEP

Provide LEP language interpreting to facilitate mental health treatment to adults/older adults diagnosed with a mental health disorder (MH) or co-occurring MH and Substance Use Disorder-SUD for individuals who are uninsured or underinsured, and unable to obtain an authorization span through the Public Behavioral Health System (PBHS) Administrative Service (ASO) system

FY26 STATEMENT OF WORK - IMMIGRANT COMMUNITY BEHAVIORAL HEALTH SERVICES

Activity/Service 3

Language Interpreter Services - ASL

Provide Deaf language interpreting and mental health treatment to adults/older adults diagnosed with a mental health disorder (MH) or co-occurring MH and Substance Use Disorder-SUD; including are uninsured or underinsured, and unable to obtain an authorization span through the Public Behavioral Health System (PBHS) Administrative Service (ASO) system

SECTION 3. PERFORMANCE MEASURES AND BENCHMARKS

Following are the performance measures and benchmarks for the award period.

General Performance Measures

Performance Measure	Benchmark for Award Period
# individuals served - adults	110 = # of new/unduplicated adults/older adults served during the award period (across all levels of care/service type)
# individuals served - adults	5 = # of new/unduplicated adults/older adults provided DDBHH/LD language interpreting
# individuals served - adults	105 = # of new/unduplicated adults/older adults provided LEP language interpreting
# screenings completed - individuals	110 = # of unduplicated/new adults/older adults provided a behavioral health screening during the award period (across all levels of care/service type)
# screenings completed - individuals	100 = # of new/unduplicated individuals screened for eligibility to participate in an Outpatient Mental Health Center (OMHC)
# screenings completed - individuals	

FY26 STATEMENT OF WORK - IMMIGRANT COMMUNITY BEHAVIORAL HEALTH SERVICES

Performance Measure	Benchmark for Award Period
# screenings completed - individuals	<p>5 = # of new/unduplicated individuals screened to participate in a Psychiatric Rehabilitation Program (PRP)</p> <p>5 = # of new/unduplicated individuals screened to participate in a Residential Rehabilitation Program (RRP)</p>
Activity/Service 1 Screening	
Performance Measure	Benchmark for Award Period
# of adults/older adults screened	<p>110 = # of unduplicated/new adults/older adults screened during the award period</p> <p>100 = # in an OMHC</p> <p>5 = # in a PRP</p> <p>5 = # in a RRP</p>
Activity/Service 2 Language Interpreting - LEP	
Performance Measure	Benchmark for Award Period
# of hours of LEP language interpretation facilitated	1,000 = # of LEP interpreting hours provided during the award period (across all LOC)
Activity/Service 3 Language Interpreting - Deaf	
Performance Measure	Benchmark for Award Period

FY26 STATEMENT OF WORK - IMMIGRANT COMMUNITY BEHAVIORAL HEALTH SERVICES

# of hours of deaf language interpretation facilitated	25 = # of deaf language interpreting hours provided during the award period
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Name of BHA Program Office: **Office of Treatment Services (OTS)**

REPLACE with FY26 SOW

(Select One of the following):

Service Access and Practice Innovation, Systems Management, **Clinical Services Division**, Child, Adolescent, and Young Adult Svc.

State Fiscal Year (SFY): 2024

Jurisdiction (Recipient): Montgomery County Maryland, through the Montgomery County Department of Health and Human Services

BHA Award Name: Federal Fund Grant Mental Health

BHA Program Name: Migrant Community Behavioral Health Services (ICBHS)

BHA Award#: MH0000000000

BHA Award Amount: \$500,417 (includes 3% COLA)

For BHA use only:

Attachment D

OCMP#: OPASS-24-____-G

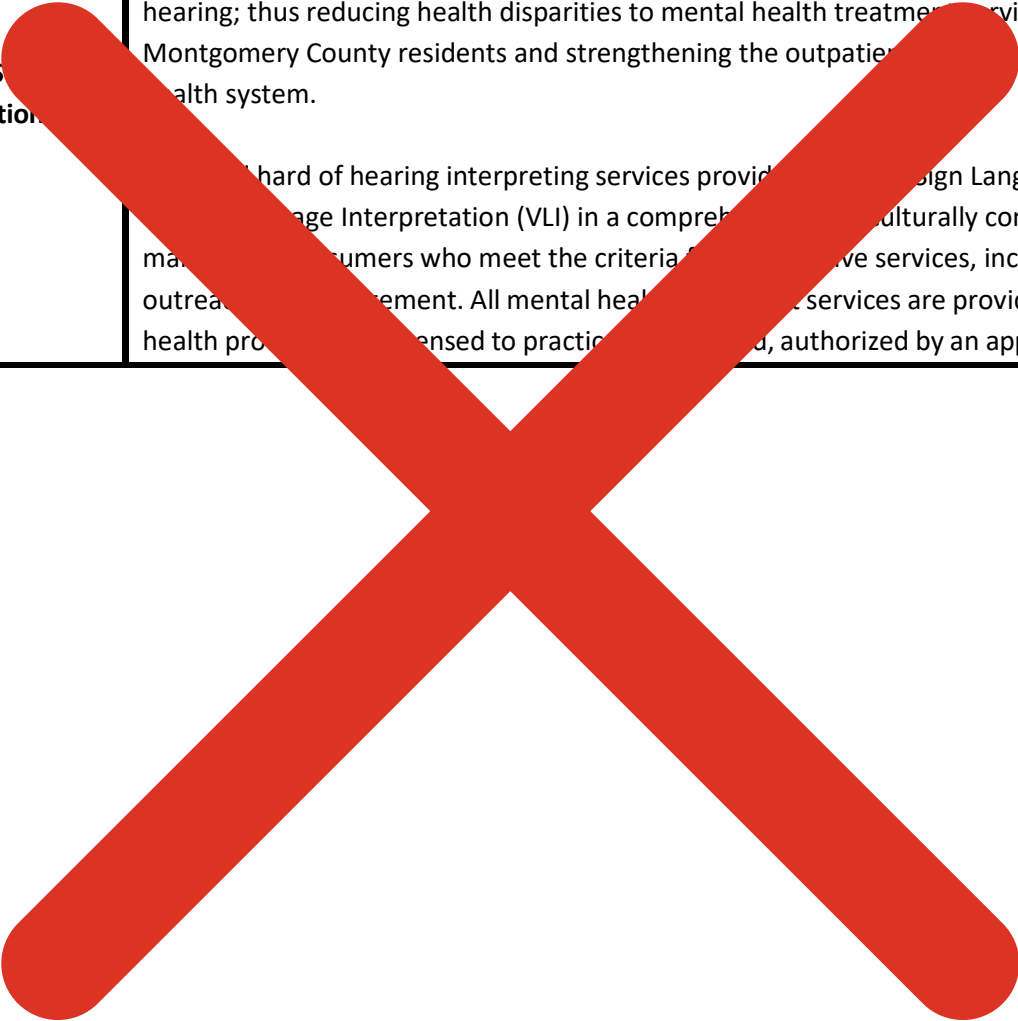
CONDITIONS OF AWARD

NAME OF AWARD RECIENT:	Montgomery County Maryland, through the Montgomery County Department of Health and Human Services
BHA AWARD#:	MH0000000000
F#:	
AWARD NAME:	Federal Fund Grant Mental Health
NAME OF PROGRAM/SERVICE:	Migrant Community Behavioral Health Services
FUNDING SOURCE: (Fed/State)	State
PERIOD (State Fiscal Year):	FY'2024
APPROVED AWARD AMOUNT:	\$500,417 (includes 3% COLA)

SECTION I. - Conditions of Award

This Section should include a narrative description of the Purpose for the Award, including Eligible and Ineligible use of funds, general requirements and compliance requirements for both state and federally funded programs as applicable, and any state-legislated mandates/prohibitions as applicable.

1.	Program/Service Description	<p>The ICBHS will provide funding to support local Mental Health Providers -Outpatient Mental Health Centers-OMHC's and Psychiatric Rehabilitation Programs-PRP's; in the provision of mental health treatment and rehabilitation services to a minimum of 100 unduplicated clients quarterly who are Limited English Proficient (LEP) or deaf or hard of hearing; thus reducing health disparities to mental health treatment services for Montgomery County residents and strengthening the outpatient mental health system.</p> <p>Deaf or hard of hearing interpreting services provided in American Sign Language (ASL) or Video Remote Interpretation (VRI) in a comprehensive and culturally competent manner to consumers who meet the criteria for these services, including outreach and assessment. All mental health services are provided by mental health professionals licensed to practice in the state, authorized by an applicable</p>
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Name of BHA Program Office: **Office of Treatment Services (OTS)**

REPLACE with FY26 SOW

(Select One of the following):

Service Access and Practice Innovation, Systems Management, **Clinical Services Division**, Child, Adolescent, and Young Adult Svc.

State Fiscal Year (SFY): 2024

Jurisdiction (Recipient): Montgomery County Maryland, through the Montgomery County Department of Health and Human Services

BHA Award Name: **Montgomery County Grant Mental Health**

BHA Program Name: **Montgomery County Community Behavioral Health Services (ICBHS)**

BHA Award#: MH001MSP

BHA Award Amount: \$500,400 (3% COLA)

Practitioners for the Health Occupations... staff and interpreters are fluent in... Sign Language (ASL) to... signing communication as part of a clinical and... service, and... comprehensive and culturally competent knowledge in... a range... and hard of hearing individuals who have... needs.

The Local Authority or... II:

- Establish and maintain a positive working relationship with the STEER Program primary resources, including but not limited to, the Montgomery County Police Department (MCPD), Montgomery County Fire and Rescue Services (MCFRS) and local emergency departments (EDs) to initiate, and steadily increase the number of referrals into the STEER Program
- Establish and maintain a positive working relationship with Community SUD entities, DHHS continuum of care, and other... supports and services;
- Collaborate in the integration of the STEER Program with other substance SUD prevention and/or intervention efforts around the County;
- Provide training and education to the Montgomery County Police Department officers, Fire and Rescue, and Emergency Department (ED) personnel on STEER Program practices and procedures;
- Promote the STEER Program at a local level;
- Identify and initiate deflection, and assist with access to treatment for drug-involved individuals as an alternative to conventional arrest; *and*
- Assess the overall effectiveness in linking overdose (OD) victims to treatment as evidenced by the rate of STEER clients who engage in treatment while participating in the program.

Name of BHA Program Office: **Office of Treatment Services (OTS)** **REPLACE with FY26 SOW**

(Select One of the following):

Service Access and Practice Innovation, Systems Management, **Clinical Services Division**, Child, Adolescent, and Young Adult Svc.

State Fiscal Year (SFY): 2024

Jurisdiction (Recipient): Montgomery County Maryland, through the Montgomery County Department of Health and Human Services

BHA Award Name: **Montgomery County Grant Mental Health**

BHA Program Name: **Montgomery County Community Behavioral Health Services (ICBHS)**

BHA Award#: MH001MSF

BHA Award Amount: \$500,400 (3% COLA)

		<p>Services for Health OMHCs, PRPs and other Montgomery County treatment program of 100 unduplicated members quarterly who have limited English proficiency, and hard of hearing providing reimbursement to licensed providers for use of interpreters in person or for use of a dedicated language line.</p> <ul style="list-style-type: none">• Rate-based reimbursement for contracting with licensed OMHCs, PRPs, who hire bi-lingual or bicultural staff (ASL) interpreter behavioral health professionals. These professionals may provide simultaneous language and/or American Sign Language. All services performed by bilingual or signing staff to ensure the costs associated with employing and retaining staff; and <p>Rate-based reimbursement for use of Montgomery County Language Line</p>
2.	Eligible Use	<p>Funds shall be used to provide infrastructure support and fringe. These funds are reserved exclusively for activities and support related to the population as outlined in this contract and shall not be used for any other purpose.</p>
3.	Ineligible Use of Funds	<p>The sub-vendor contract does not fund services and supports that are already included within the fee-for-service (FFS) rate structure or are otherwise reimbursable by Medicaid.</p> <p>These funds are reserved exclusively for the population as outlined in this contract and shall not be used for any other purpose.</p> <p>These funds may not be used for cash payments directly to consumers. It is the intent of the BHA that these funds are limited to use for members of the Public Behavioral Health System (PBHS) receiving substance use disorder (SUD) and/or mental health (MH) services.</p>
4.	Reporting Requirements	<p>Submission of a quarterly report provided by the BHA to the BHA Program Manager; 30 days immediately following the end of the reporting quarter.</p>

Name of BHA Program Office: Office of Treatment Services (OTS) REPLACE with FY26 SOW
(Select One of the following):
Service Access and Practice Innovation, Systems Management, Clinical Services Division, Child, Adolescent, and Young Adult Svc.
State Fiscal Year (SFY): 2024
Jurisdiction (Recipient): Montgomery County Maryland, through the Montgomery County Department of Health and Human Services
BHA Award Name: General Adult Mental Health
BHA Program Name: Immigrant Community Behavioral Health Services (ICBHS)
BHA Award#: MH001MSP
BHA Award Amount: \$500,417 (including OLA)

		<p>SFY 2024</p> <p><u>Quarterly Report</u></p> <p>Quarter 1 = July 1, 2023 to September 30, 2023 Quarter 2 = October 1, 2023 to December 31, 2023 Quarter 3 = January 1, 2024 to March 31, 2024 Quarter 4 = April 1, 2024 to June 30, 2024</p> <p><u>Quarterly Report Dates</u></p> <p>Quarter 1 = October 1, 2023 to December 31, 2023 Quarter 2 = January 1, 2024 to March 31, 2024 Quarter 3 = April 1, 2024 to June 30, 2024 Quarter 4 = July 1, 2024 to September 30, 2024</p>
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Name of BHA Program Office: **Office of Treatment Services (OTS)** **REPLACE with FY26 SOW**

(Select One of the following):

Service Access and Practice Innovation, Systems Management, **Clinical Services Division**, Child, Adolescent, and Young Adult Svc.

State Fiscal Year (SFY) 2024

Jurisdiction (Recipients): Montgomery County Maryland, through the Montgomery County Department of Health and Human Services

BHA Award Name: Grant for Grant Mental Health

BHA Program Name: Integrated Community Behavioral Health Services (ICBHS)

BHA Award#: MH001MSP

BHA Award Amount: \$500,417 (including COLA)

SECTION II.—DEFINITIONS

Use this Section to ADD definitions for any Program Office that are specific to the program office that will monitor the Award. Items a. – f. are standard terms.

a. **Award Letter** - the letter from BHA to the program office specifying the value and tenure of the grant that has been awarded.

b. **Award Recipient(s)** - An entity or individuals which an award has been made by BHA and has assumed responsibility for the overall administration and management of the awarded funds.

c. **Award Period** - the period of the award as set forth in the Award Letter.

d. **BHA** – Behavioral Health Administration.

e. **Report** – A written report submitted to BHA, in the form and manner prescribed, on which the Award Recipient reports on the activities undertaken during a specified timeframe (i.e., monthly, quarterly etc.).

f. **Statement of Work (SOW)** - A SOW is a formal document that provides direction and details to the vendor or contractor about how the work should be performed, under what conditions, timeframes for accomplishment, frequency, and outcomes/outputs. *(Unless otherwise noted, BHA-required SOW's shall generally be Performance-Based in nature.)*

SECTION II.—PROGRAM SPECIFIC DEFINITIONS

a. **Corrective Action Plan (CAP)** - A step by step plan of action that is developed to achieve targeted outcomes for resolution of identified errors in an effort to identify the most cost-effective actions that can be implemented to correct error causes.

b. **Cultural and Linguistic Competency** - a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations.

c. **Limited English Proficiency (LEP)** - Individuals who do not speak English as their primary language and who have a

Name of BHA Program Office: Office of Treatment Services (OTS)

REPLACE with FY26 SOW

(Select One of the following):

Service Access and Practice Innovation, Systems Management, Clinical Services Division, Child, Adolescent, and Young Adult Svc.

State Fiscal Year (SFY): 2024

Jurisdiction (Recipient): Montgomery County Maryland, through the Montgomery County Department of Health and Human Services

BHA Award Name: General Adult Mental Health

BHA Program Name: Immigration and Refugee Behavioral Health Services (ICBHS)

BHA Award#: MH001MSP

BHA Award Amount: \$500,417 (increased from FY24 A)

Further, BHA reserves the right to recover the full award amounts as necessary, and with supporting justification.

BHA reserves the right to revise the Conditions of Award if necessary, providing thirty (30) days written notice to the Award Recipient.

Attachment A: Statement of Work**REPLACE with FY26 SOW****OCMP#: OPASS-_____-G (BHA Use Only)****County LBHA/LAA/CSA:** Montgomery County, Maryland through the Montgomery County Department of Health and Human Services**Program Name:** Immigrant Community Behavioral Health Services/Deaf and Hard of Hearing Interpreting Services (ICBHS)**BHA Award No:** MH001MSP**Fiscal Year 2024:** July 1, 2023 - June 30, 2024**Award Amount:** (includes 3% COLA)**Purpose:**

The ICBHS will provide funding to support local Mental Health Providers—Outpatient Mental Health Centers—OMHC's, Psychiatric Rehabilitation Programs—PRP's and Residential Rehabilitation Programs—RRPs; in the provision of mental health treatment and rehabilitation services to a maximum of **110** unduplicated clients quarterly who are Limited English Proficient or deaf or hard of hearing, thus reducing health disparities to mental health treatment services for Montgomery County residents and strengthening the outpatient behavioral mental health system.

Deaf and hard of hearing interpreting services provided through American Sign Language (ASL) or Visual Language Interpretation (VLI) in a comprehensive and culturally competent manner for consumers who meet the criteria for interpretive services, including outpatient and inpatient mental health treatment services are provided by mental health professionals in their practice settings, authorized by an applicable Practice Act under the Health Occupations Act. Bilingual staff and interpreters are fluent in American Sign Language (ASL) to provide signing communication as part of a clinical interpretation service, and ensure comprehensive and culturally competent knowledge in working with a range of deaf and hard of hearing individuals who have behavioral health needs.

Performance Requirements:

Serve in Mental Health Centers, PRPs and RRP in Montgomery County treatment programs a maximum of **110** unduplicated clients quarterly who have limited English proficiency or are deaf and hard of hearing by providing reimbursement to licensed providers for offering interpretation services in person or for use of a dedicated language line.

- Rate-based reimbursement contracting with licensed OMHCs, PRPs, RRP who hire bi-lingual or American Sign Language (ASL) interpreter behavioral health professionals. These professionals may provide simultaneous language and/or ASL interpretation. All services will be performed by bilingual or signing staff to help defray the costs associated with employing and retaining staff; and
- Rate-based reimbursement for use of a dedicated Language Line;

1. Task/Activities:

REPLACE with FY26 SOW

- Provide language and/or ASL interpretation in the provision of mental health treatment services to individuals who have limited English proficiency or are deaf and hard of hearing

Deliverables/Milestones/Unit Measure:

- Serve 110 unduplicated clients quarterly who are LEP or DHH

Tentative Dates/Timeframes for Delivery:

- July 1, 2023 - June 30, 2024

2. **Task/Activities:**

- Submit quarterly reports to the BHA Program Manager. Each report shall include a brief narrative description of activities and progress, and any significant accomplishments

Deliverables/Milestones/Unit Measure:

- 1x quarterly

Tentative Dates/Timeframes for Delivery:

- July 1, 2023 - June 30, 2024

Reporting Requirements:

The Local Jurisdiction will provide quarterly reports to the Behavioral Health Administration's Contract Monitor on activities outlined in the SOW.

Submission of a quarterly report provided by the LBHA to the BHA Program Manager immediately following the reporting quarter.

SFY 2024

Quarterly Reporting Dates

Quarter 1 = July 1, 2023 - September 30, 2023

Quarter 2 = October 1, 2023 - December 31, 2023

Quarter 3 = January 1, 2024 – March 31, 2024

Quarter 4 = April 1, 2024 - June 30, 2024

Quarterly Reporting Due Dates

Quarter 1 = October 30, 2023

Quarter 2 = January 31, 2024

Quarter 3 = April 30, 2024

Quarter 4 = July 31, 2024

Oversight and other requirements:

REPLACE with FY26 SOW

- All conditions of this award as detailed in the 'Condition of Award' document will be adhered to by the Local Jurisdiction (Local Behavioral Health Authority, Local Addiction Authority, Core Health Agency - LBHA/LAA/CSA);
- The Local Jurisdiction will ensure that for all subgrantee, if any, executed agreement on the award will at minimum contain expectations for the subgrantee including service delivery, performance measures and outcomes, and reporting frequency and formats;
- Should modification to the COA/SOW be required, it must be submitted in writing by the LBHA/LAA/CSA to the Local Services Division or Treatment Services (OTS), Program Manager. Requests for modification will be reviewed by OTS, and will be considered in a timely manner. If changes are approved, the Local Authority and BHA Finance will make the necessary adjustments and provide the Local Authority with an updated Statement of Work to guide service delivery;
- If services are provided by the subgrantee, the LBHA/LAA/CSA shall conduct on-site visits using an audit and monitoring tool to ensure compliance with the BHA's Conditions of Award. If areas of non-compliance are identified, the Local Authority shall require a corrective action plan or performance improvement plan (CAP/PIP), monitor established plans progress, and submit the completed audit and monitoring report and CAP/PIP to the BHA Program Manager. A follow-up audit may be conducted collaboratively with the Local Services Monitoring Team and the Local Authority to the subgrantee as needed;
- Services being provided through this funding are re-evaluated annually to determine continued availability, assess the need for ongoing services to the target population, and ensure the provision of services for clients under this program continues to meet service criteria;
- Subgrantees expenditures are monitored to ensure funding is only used for allowable costs unless the Local Authority receives written approval from the BHA Program Manager. Services covered in the BHA Condition of Award are not made available for re-allocation or transfer within the jurisdiction by the subgrantee without prior BHA approval;
- Local Authority and subgrantees shall participate in all scheduled or unscheduled site visits or meetings upon request by MDH/BHA;
- The subgrantee will ensure confidentiality of individual 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 individual information is an ethical obligation for providers and a legal right for every individual; and

- Staff shall render services that are culturally and linguistically competent.

In response to the Novel Coronavirus Disease (COVID-19) pandemic, Maryland's Governor by way of Executive Order(s), MDH/BHA, the Centers for Disease Control, and SAMHSA have provided COVID-19 Public Health Emergency guidance to ensure that behavioral health services are uninterrupted during a public health emergency. Where necessary, all providers shall supply all of its staff with the necessary Personal Protective Equipment (PPE) to perform their work functions safely as set forth in Maryland's Governor's Executive Order(s), MDH/BHA, the Centers for Disease Control, and SAMHSA's recommended guidelines.

The LBHA/LAA/CSA shall ensure that all subgrantee, if applicable maintain licenses, certifications, and accreditation status as is required by federal, state, and local laws and regulations governing the provision of Substance Use Disorder (SUD) Residential, community treatment, and recovery support services to include recovery housing.

SDI Issues and Response:

Montgomery County DHHS IT Team completed the SDI Controls Survey in July 2022 as required by MDH SDI (Strategic Data Initiative) Team. Based on feedback from the State Agency, MC DHHS complies with the Appropriate Safeguards and Access Controls in accordance with State and MDH policies. As of October 2022, SDI Agency provided feedback on the provision of access after a review of the Department current IT safeguards and access controls, as well as handling of sensitive data in compliance with privacy laws.

The organization provides a Cybersecurity Framework) Security Rule, in lieu of a SOC-2 (Service Organization Control) Risk assessment report or a third-party security report as requested by SDI. The provided Security Rule report met SDI requirements as the DHHS officer matched the CSF requirements in the HIPAA Security Rule (the Security Risk Assessment) with the NIST (National Institute of Standards and Technology) cybersecurity framework, and the latest NIST 800-53 Security and Privacy Controls for Information Systems and Organizations.

The last external Montgomery County IT Audit was completed on Access Control in Sept. 2021; IT audit on Cloud Readiness Assessment was conducted in March 2021 and the last external DHHS IT Audit was completed on inventory & access in July 2022. DHHS is currently in discussions with SDI to more fully understand the required scope of the required external audit necessary for full compliance. Once the scope is clarified, DHHS will work on meeting the SDI requirement for an external audit and is committed to achieving full SDI approval.

Agreement/Approvals:

Signature of LBHA/LAA/CSA Program Staff: *Samar Khleif, LCPC*

REPLACE with FY26 SOW

Printed Name of LBHA/LAA/CSA Program Staff: Samar Khleif

Date: 03/01/2023

Signature of BHA Program Staff:



Printed Name of BHA Program Staff:

Steven A. Reeder

Date: 03/01/2023

ATTACHMENT E
OPEN SOLICITATION 1159741
Language and Hearing Interpretation for Mental Health Services

(LEP)
 For clients assessed as Limited English Proficient and/or deaf or hard of hearing interpretation **
 services.
 , deaf-blind, hard of hearing or late-deafened (DDBHH/LD)

Basic Compensation Rate Sheet

Description	County Rate
Direct non-English speaking services performed by bilingual behavioral health professional staff for clients with Limited English Proficiency (LEP) and/or deaf or hard of hearing. ** Direct non-English speaking and/or hearing interpretation services performed by proficient behavioral health professional staff for clients with LEP and/or who are DDBHH/LD.	\$20.00 per hour for actual hours behavioral health professional staff provided non-English speaking and/or American Sign Language (ASL) services to ** clients. The Contractor is required to submit the aggregate number of hours provided by staff by type (non-English speaking, and ASL ^{hearing}) with the Contractor's monthly County invoice for reimbursement. ^{hearing interpretation}
Reimbursement of non-English speaking and/or ASL services provided by the Contractor's sub-vendor interpreter or interpretation agency for client with Limited English Proficiency (LEP) and/or deaf or hard of hearing ** Reimbursement for non-English speaking an/or hearing interpretation services provided by the Contractor's sub-vendor interpreter or interpretation agency for clients with LEP and/or who are DDBHH/LD.	80% of actual expenditures paid by the Contractor to a sub-vendor for LEP and/or ASL services ** provided to clients. The Contractor is required to submit a copy of the sub-vendor invoice with the Contractor's monthly County invoice for reimbursement. ^{DDBHH/LD}