

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR PROPOSAL NO. P-10000557

MENTAL HEALTH CASE MANAGEMENT: ADULTS

Timeline

Issue Date	August 28, 2026
Pre-Proposal Meeting (Non-Mandatory)	September 23, 2026, 10:00am Please contact the buyer, Rachel Little at rlittle@baltimorecountymd.gov for the meeting link.
Question Submission Deadline	October 14, 2026, 3:00pm
Due Deadline	October 21, 2026, 3:00pm

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Procurement Portal at <https://procurement.opengov.com/portal/baltimorecountymd> to obtain amendments.

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Table Of Contents

1. GENERAL INSTRUCTIONS FOR SOLICITATIONS
2. TIMELINE
3. INSURANCE PROVISIONS
4. BACKGROUND
5. SCOPE OF SERVICES, PROGRAM REPORT REQUIREMENTS, AND CONTRACT ADMINISTRATION
6. PROPOSAL REQUIREMENTS
7. COMPENSATION
8. QUESTIONS AND INQUIRIES; ADDENDA
9. EVALUATION OF OFFERS
10. ORAL PRESENTATION
11. OFFEROR QUALIFICATIONS
12. INSURANCE
13. GENERAL TERMS AND CONDITIONS
14. VENDOR REQUIRED FORMS
15. ATTACHMENTS

Attachments:

A - Attachment A Business Associate Agreement

1. GENERAL INSTRUCTIONS FOR SOLICITATIONS

Instructions, Forms and Specifications

- A. All offers are to be submitted on and in accordance with the forms provided by the Division of Procurement Services. All offers must be submitted electronically as specified in the General Conditions. Bid/Proposal times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late offers will not be considered.
- B. Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Division of Purchasing Services. This does not apply to Requests for Quotations.
- C. Amendments to solicitations often occur prior to offer opening and sometimes within hours prior to offer opening. All bidders are responsible for frequently visiting the Procurement Services web site to obtain amendments.
- D. Additional information or clarification of any of the instructions or information contained herein may be obtained from the Division of Purchasing Services. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Division of Purchasing.
- E. Offerors finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Division of Purchasing Services in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Division of Purchasing Services will notify all offerors in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.
- F. Unless a written exception detailing non-conformance to specifications is noted on the offer, any part number, product number, catalog number, etc., noted on the offer will be considered in full compliance with the specifications.
- G. Submission of a offer in response to this solicitation evidences the offeror's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of an offer evidences offeror's representation and warranty that the person submitting the offer is authorized to act for and bind the contractor.
- H. All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.
- I. Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

Award of Solicitations

- A. Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2015, as amended.
- B. Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.
- C. The successful offeror may be required to give security or bond, as stated in the bid document, for performance of the contract.
- D. When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the offer.
- E. Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in offer evaluation. An offer offering a cash discount in a period of less than 30 days will be evaluated as an offer without a discount offer; however, should that offeror obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.
- F. Invoices against resulting order(s) must be submitted, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665 or via email to disbursement@baltimorecountymd.gov with vendor name in the subject line. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).
- G. The County will not pay interest charges or other penalties for invoice payments.
- H. Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.
- I. The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

Public Information, Proprietary And Confidential Information:

- A. The County operates under the Maryland Public Information Act, which permits access to most records and documents.
- B. Bids/Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. It is the responsibility of the bidder/offeror to clearly identify each part of their bid/proposal that it believes is confidential or proprietary by identifying each pertinent page with the clearly legible words "confidential" or "proprietary". The bidder/offeror agrees, with regard

to any portion of the bid/proposal that is not identified as "proprietary" or "confidential" that it believes, and expressly permits, the County to deem it not to be proprietary or confidential. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, State Government Article, Sections §§ 10-611 through 10-628, of the Annotated Code of Maryland.

- C. Failure to comply may result in disclosure of unmarked information or rejection of improperly designated confidential material.

Reservations

- A. The County reserves the right to reject, in whole or in part, any and all offers received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.
- B. The County may waive formalities in offers as the interests of the County may require.
- C. The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices offered.
- D. The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.
- E. The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.
- F. At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.
- G. Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.
- H. The County further reserves the right to make such investigation as it deems necessary to determine the ability of offerors to furnish the required services, and offerors shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the offer of any offeror who is not currently in a position to perform the contract, or

who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

Delivery

- A. Offerors shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.
- B. The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.
- C. All offerors and vendors/contractors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

Competition

- A. The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.
- B. An offeror may offer a price on only one unit per line item. Even though two or more units may meet the specification, offerors must determine for themselves which to offer. Submission by an offeror of prices for more than one unit shall be sufficient cause for rejection of the offer for that specific item.
- C. Offers which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive offers, or offers obviously unbalanced, may be rejected.
- D. All offers must be accompanied by such descriptive literature as may be called for by the specifications or offers.
- E. If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Division of Purchasing Services. This applies also to any product used by a Contractor when providing a service to the County.

- F. Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive offerors.
- G. Unless multiple or alternate offers are requested in the solicitation, these offers may not be accepted. However, if an offeror clearly indicates a base offer, it shall be considered for award as though it were the only offer submitted by the offeror.

Terminations

- A. Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
- B. Termination for Default:
 - 1. In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
 - 2. Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- C. Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

Hold Harmless – Indemnification

- A. The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- B. The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.
- C. Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice

Baltimore County is seeking Minority, Woman and Small Businesses to offer on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2022-005 dated December 6, 2022**, "an overall goal of 30% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

Authority

- A. In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.
- B. Offerors desiring to appeal a decision of the Division of Procurement Services must deliver written protests to the Division of Purchasing Services within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the offeror and respond in writing within 10 working days of receipt of written protests.

C. Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2015, as amended, and regulations and policies established or prescribed by the Division of Purchasing Services.

HIPAA

The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

Reports

When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2015, as amended.

Terms of Contract

- A. Any contract awarded pursuant to this solicitation shall be by and between the successful offeror and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of an offer in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.
- B. The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.
- C. Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

Severability

If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

Counterparts

The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

Survival

The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

Maryland Registration / Qualification Requirements

- A. Baltimore County verifies the company's status with SDAT and may require the successful offeror to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.
- B. For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <https://businessexpress.maryland.gov/>.
If you need additional assistance call (410) 767-1184.
- C. Baltimore County requires the successful offeror to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful offeror's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of an offer.

Eligibility of Candidates for Employment

- A. The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- B. Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

Warranty

- A. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that 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 must be in effect from the date of acceptance by the County of the goods, services, or construction.

- D. The contractor warrants 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.

American Manufactured Goods Required for Public Works

- A. The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.
- B. This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.
- C. The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

Recycled and Environmentally Preferable Products and Services.

- A. Under **Executive Order 2025-01**, County agencies are encouraged to buy recycled and environmentally preferable products and services. Recycled products include recycled material, especially post-consumer material. Environmentally preferable products and services are those with a reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products include those that minimize the consumption of energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.
- B. Baltimore County favors recycled and environmentally preferable products and services. All vendors are strongly encouraged to offer such products in response to solicitations and to assist the County in documenting recycled and environmentally preferable results.

Requests for Proposals

In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

- A. All proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the proposal documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

- B. Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.
- C. Subcontracting and Assignment: All sub-contracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.
- D. Additional Reservations for RFP's
1. This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.
 2. The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.
- E. Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

2. TIMELINE

Issue Date:	August 28, 2026
Pre-Proposal Meeting (Non-Mandatory):	September 23, 2026, 10:00am Please contact the buyer, Rachel Little at rlittle@baltimorecountymd.gov for the meeting link.
Question Submission Deadline:	October 14, 2026, 3:00pm
Due Deadline:	October 21, 2026, 3:00pm

3. INSURANCE PROVISIONS

3.1. General Requirements

Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

3.2. Insurance Coverages

A. General Liability Insurance

1. Minimum Limits of Coverage:
2. Personal Injury Liability and Property Damage Liability Combined Single Limit - \$1,000,000 each occurrence
3. Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
4. Minimum Coverages to be Included:
 - a. Independent Contractor's coverage;
 - b. Completed Operations and Products Liability coverage; and

c. Contractual Liability coverage.

5. Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

B. Automobile Liability Insurance

1. Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$1,000,000 any one accident

2. Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

C. Workers' Compensation and Employers' Liability Insurance

1. Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee

D. Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

4. BACKGROUND

The Baltimore County, Department of Health, Bureau of Behavioral Health (BBH), Local Behavioral Health Authority seeks qualified organizations to implement Mental Health Case Management for eligible adults residing in Baltimore County.

Mental Health Case Management in this RFP refers to a specific type of case management service provided through the public behavioral health system in Maryland. Details about this service are outlined in the Code of Maryland Regulations (COMAR), including but not limited to Section 10.09.45. COMAR can be accessed here:

<https://regs.maryland.gov/us/md/exec/comar>

No grant funds will be awarded through this procurement. All services will be paid for by accessing reimbursement through Maryland's Public Behavioral Health System's Administrative Services Organization (ASO).

State regulation requires local behavioral health authorities to procure these services in their jurisdictions at least once every five years. Only those organization(s) selected through this Request for Proposal (RFP) process are permitted to provide Mental Health Case Management in Baltimore County. BBH is committed to selecting case management provider(s) that are particularly dedicated

to providing high quality, equitable, culturally and linguistically competent care that is responsive to the diverse needs of populations known to have vulnerabilities to negative outcomes.

Case management services play an integral role in assisting individuals with navigation of complex public systems. Specifically, these services assist eligible individuals in identifying and enrolling in needed behavioral health care, obtaining benefits and entitlements, and ensuring that other needed supports are in place to help people thrive in the community. At a minimum, providers must meet the Federal and State Medicaid standards for Mental Health Case Management services; adhere to COMAR pertaining to Mental Health Case Management, including but not limited to Section 10.09.45; and fulfill the requirements of BBH as set forth in this procurement.

BBH has identified the following System of Care (SOC) Principles that will guide the implementation of case management services in Baltimore County. These SOC Principles identify the values and ideals that promote supportive, strength based, and sustainable care for the whole lifespan. These standards are intended to be applicable for individuals with both mental health and substance use disorders as primary diagnoses and address the full spectrum of the behavioral health system for the individual. It is imperative that Offerors understand the SOC principles and have plans to operationalize these values into their day-to-day work.

Voice and Choice. Individual adult/youth and family perspectives are intentionally elicited and prioritized during all phases of the process. The process and services (including planning) are grounded in individuals' and families' perspectives, and the team strives to provide options and choices such that the process and services reflect individual and family values and preferences.

Team based. The team consists of individuals agreed upon by the individual/family and committed to the individual/family through informal, formal, and community support and service relationships. With permission of the individual/family, these support individuals participate in treatment planning, disenrollment/discharge planning, and resource/linkage building while the individual/family is engaged in services.

Natural supports. The team actively seeks out and encourages the full participation of team members drawn from individuals'/families' networks of interpersonal and community relationships (including friends, extended family, neighbors, co-workers, church members, and so on). The process and services (including planning) reflect activities and interventions that draw on sources of natural support.

Collaboration and Mutuality. Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating individual/family progress while in services by blending perspectives, mandates, and resources to meet each individual's/family's goals. Culturally competent, comprehensive, and individualized. The process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the individual, and their community. This process is completely unique for the individual and considers their experience and perspective to determine what their exact needs are. The care coordinator and individual explore a broad range of potential needs (education, training, housing, social, spiritual, legal, etc.) and the care coordinator maintains an expertise in community resources that assists with each type of need.

Strengths based. The process and services (including planning) identify, build on, and enhance the capabilities, knowledge, skills, and assets that the individual, youth, or family already possess.

Resilience. A team does not give up on, blame, or reject individuals, youth or families. This process honors that all human beings have the capacity to learn, grow and change. Individuals have the right to try, and they have the right to fail. The process is unconditional. All the supporters assisting the individual will support their resilience. In order to promote resilience, the provider(s) will be trauma-informed/responsive and person centered.

Outcome-based and transparent. The team ties the goals and strategies of the plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly. All aspects of the plan are fully explained to the individual to ensure the individuals' choices remain prioritized. The individual always has access to the current version of the plan and is empowered to request revisions to the plan.

Accessible and equitable. Services are provided in a welcoming environment and through a low-barrier process that ensures persons are well-served regardless of age, race, disability status, gender, sexual orientation, religion, nationality, spoken language or other characteristics. Programs record and analyze enrollment and retention data for disparities.

The Maryland Department of Health (MDH) has several changes under consideration with respect to the regulation, accreditation and oversight of community behavioral health providers. As such, the selected Offeror(s) agrees to adhere to all existing and future regulatory requirements, directives, policies, and protocols pertaining to mental health case management issued by the MDH or its designee.

5. SCOPE OF SERVICES, PROGRAM REPORT REQUIREMENTS, AND CONTRACT ADMINISTRATION

5.1. Scope of Services

Mental Health Case Management services are authorized by Maryland's ASO, directed by MDH and COMAR, and monitored and verified by BBH. Offeror(s) selected through this process will enter a contractual relationship with BBH. Some of the requirements outlined in BBH's contract go above and beyond the requirements listed in COMAR to ensure services provided in Baltimore County are responsive to the needs of its residents.

The main goals of Mental Health Case Management services are to improve the overall quality of the lives of individuals served and to promote their long-term recovery. These services must help prevent homelessness and incarceration, divert individuals from unnecessary inpatient emergency room use and institutional levels of care, and increase community stability and tenure through referral to behavioral health treatment and support services.

Types of Services: In order to attain these goals, the core components of Mental Health Case Management services include but are not limited to the following. Please refer to COMAR 10.09.45.06 for full descriptions of each of these services.

Comprehensive Assessment and Periodic Reassessment

Development and Periodic Revision of a Specific Care Plan

Referral and Related Activities

Monitoring and Follow-Up Activities

Participant Advocacy

There are two levels of Mental Health Case Management services that are provided based on individual needs and medical necessity criteria outlined in the Administrative Service Organization's Provider Manual ([carelon-maryland-pbhs-provider-manual.pdf](#)):

Level I - General: A minimum of one and a maximum of two units of service per month

Level II - Intensive: A minimum of two and a maximum of five units of service per month

Selected Offeror(s) must provide all levels of care to adults who either have Medicaid or are uninsured.

Selected Offeror(s) must have a formal written policy and procedures, approved by BBH, which specifically addresses assessment for in-person versus telehealth/virtual options for face-to-face appointments. In person provision of the COMAR required face-to-face services should be prioritized. Telehealth/virtual options should be offered as an alternative when clinically indicated. The use of telehealth/virtual when clinically indicated should be documented and based strictly on participant choice in addition to clinical appropriateness, safety, environment, technology access and overall needs of the participant and team.

Service Details: BBH is committed to promoting integrated behavioral health. Therefore, selected Offeror(s) will be required to screen for substance use and provide linkages to appropriate care for substance use related assessment, diagnosis, treatment, and recovery supports. Whenever available, individuals with co-occurring mental health and substance use disorders must be offered a referral to treatment providers using an integrated behavioral health model and the outcome should be documented.

In an effort to make the public behavioral health system as responsive as possible to the needs of Baltimore County residents, BBH expects provider(s) will expand their program's capacity to meet the demand, rather than maintaining wait lists with long wait times. Part of effectively managing a program's caseload includes working with individuals to improve stability to a point where case management services are no longer needed.

Offeror(s) selected through this procurement must have far-reaching and flexible referral processes and develop outreach plans to "market" these services to systems and organizations that serve people who may benefit from these services. The referral process must be straightforward and convenient for referral sources, allowing nonprofessionals to refer for services, including individuals and families who wish to self-refer.

Provider(s) must maintain information on current resources for behavioral health, medical, social, financial assistance, vocational, educational, housing, and other support services to facilitate referrals. Selected Offeror(s) must avoid conflicts of interest when providing case management services. Specifically, referrals made to different services within the same organization (i.e., internal referrals) must document that individuals were given choices for care with different organizations.

An Agency may submit proposals for Adult Mental Health Case Management and the Continuum of Care program. Interested Offerors are encouraged to submit proposals for both programs. If awarded

both contracts, this agency may provide both services for one individual, provided the individual is informed of all provider options for mental health case management. If the selected offeror is not awarded the Continuum of Care contract, they must collaborate and coordinate with an individual's Continuum of Care team in order to monitor service provision and effective implementation of the individual's care plan. This includes, but is not limited to, coordination with mental health therapists, job/ skills training programs, and housing related providers.

Selected Offeror(s) are expected to be available to enrolled individuals 24 hours a day, 7 days a week in urgent situations; particularly to be positioned to enact initial stabilization measures in situations where individuals may be at risk of admission to a higher level of care or other undesirable outcomes.

The ASO will approve and monitor plans of care, which designate the level of service to be delivered. Plans of care must be updated to correctly reflect the level of intensity in which the participant is currently enrolled. If it is determined that the provider is failing to provide adequate services as approved in the plan of care, the provider shall be subject to a corrective action plan/performance improvement plan to remediate the identified deficiencies.

Provider(s) will also facilitate access to all benefits and entitlements for which the individual may be eligible, including but not limited to Medical Assistance, Medicare, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Supplemental Nutrition Assistance Program, Supportive and Subsidized Housing and Temporary Cash Assistance. For uninsured eligible adults, provider(s) must assist the individual with applying for Medicaid as soon as possible. Provider(s) must be knowledgeable of the eligibility requirements and application procedures for these and other federal, state, and local government assistance programs. Programs will assist eligible individuals to identify strengths, skills, and resources to address their basic needs with the goal of transitioning the individual from Case Management services to mental health treatment, rehabilitation, and ancillary services, while mobilizing natural supports.

As soon as individuals are enrolled in services, case management programs must be actively working to promote the individuals' long-term stability. This can be achieved through strength-based engagement, identifying and utilizing natural supports, building a team and linking individuals to sustainable formal and informal resources. Programs must assist individuals in identifying strengths, skills, and ongoing resources to address needs with the eventual goal of successfully transitioning individuals to a lower level of care.

Selected Offeror(s) must have formal written policies and procedures, approved by BBH, which specifically address the provision of Mental Health Case Management services in accordance with the requirements listed in COMAR and this procurement.

Focus Population: All referred individuals who request services and meet the medical necessity criteria for adults (18+) and financial eligibility requirements set forth in COMAR 10.09.45.03 and the ASO's Provider Manual (<https://maryland.carelonbh.com/behavioral-health-providers/provider-resources/manuals/>) must be served by the selected Mental Health Case Management Offeror(s). If individuals are denied entry into services, the reason for the denial must be clearly documented. Referred individuals have the right to decline services, which must be documented.

BBH expects provider(s) to give priority to individuals who may be particularly vulnerable to or at risk of adverse outcomes without these services in place. Giving these individuals priority means using

clinical judgment to identify risk factors and quickly admit people into care. Provider(s) must make special efforts to reach out to and enroll these populations.

These populations include, but are not limited to individuals who:

- Are not linked to mental health services;

- Are lacking basic support such as shelter, food, and income;

- Have Continuum of Care (formerly known as Shelter Plus Care) vouchers and need case management to maintain their housing;

- Are transitioning from one level of care to another;

- Do not have insurance;

- Are being released from an inpatient psychiatric unit, state psychiatric hospital, residential crisis unit, or emergency department;

- Are being released or diverted from incarceration by a Department of Corrections facility;

- Have co-occurring mental health and substance use disorders, including individuals in all stages of change/recovery;

- Are young adults (18-24) transitioning from services for youth to services for adults;

- Are older adults (65+) or adults with significant health issues transitioning to or in need of long-term care services;

- Are non-native English speakers or individuals with limited English proficiency, making it more difficult to navigate systems; and

- Are identified by the ASO or BBH as a high inpatient user or other high priority population.

Individuals currently enrolled with Mental Health Case Management provider(s) not reselected through this procurement must be given priority for admission by Offeror(s) selected through this procurement.

Staffing Requirements: The Offeror must refer to COMAR 10.09.45.05 for the staffing requirements for Mental Health Case Management, including community support specialist supervisors, community support specialists, and community support specialist associates.

Employing qualified, highly trained, and experienced staff is a critical component of Mental Health Case Management due to the diverse needs of individuals served. In addition to the requirements set forth in COMAR, Offeror(s) selected through this procurement will be expected to have robust staff training plans that include at least the following: obtaining and maintaining entitlements, cultural and linguistic competence, person-centered planning, strengths-based case management, and motivational interviewing. BBH requires that at least one staff person per program be trained in the SSI/SSDI Outreach Access and Recovery model to help ensure individuals obtain SSI/SSDI benefits as quickly as possible.

Staff must be provided with suitable supervision using methods of support and accountability that are tailored for staff who spend most of their time in the field.

Mental Health Case Management provider(s) must have written Quality Assurance (QA) plans. The QA plan shall address, at minimum, the following:

- Health, safety and welfare of enrolled individuals, including critical incidents and crisis service management protocols;

- Participant satisfaction;

- Complaints and grievances processes;

- Utilization and outcomes management;

- Describe how key stakeholders (e.g., participants, providers, State purchasers) will be engaged in QA processes.

Offeror Eligibility: Offerors must meet all of the following criteria to be eligible for consideration through this procurement:

Be eligible for approval as a Mental Health Case Management provider pursuant to conditions set forth in COMAR 10.09.36.03 and any additional applicable provisions set forth in COMAR 10.09.45 regarding conditions for provider participation in Mental Health Case Management.

Be licensed and accredited under COMAR 10.63.03.04 (Mobile Treatment Services Program), 10.63.03.05 (Outpatient Mental Health Center), or 10.63.03.09 (Psychiatric Rehabilitation Program for Adults), OR have three years of documented experience as a mental health case management provider under COMAR 10.09.45 by December 31, 2021.

Outcome Measures: BBH is dedicated to enhancing outcomes reporting system-wide in order to evaluate the quality of public behavioral health services in Baltimore County. Individuals enrolled in Mental Health Case Management services are expected to improve over time, and programs must be able to demonstrate that individuals are being linked to the appropriate services and moved through an appropriate step-down process based upon assessed level of need.

The selected Offeror(s) will be expected to report person-level data to BBH and its partners during the entirety of the approved service term. BBH will require at least quarterly program reporting on key indicators that are assessed throughout the individual's tenure with Mental Health Case Management and descriptive of their status at the time of disenrollment/discharge.

BBH will collaborate with the selected Offeror(s) to develop outcomes and associated data reporting mechanisms that all Mental Health Case Management provider(s) will use. Data points may be both qualitative and quantitative in nature including, but not limited to:

- Demographic information

- Linkage to and engagement in needed behavioral and somatic health care

- Linkage to entitlements and other needed community-based resources (e.g. housing, food, recreation, mental health services, substance abuse treatment services, etc.)

- Housing status

- Hospital admissions

Engagement in meaningful activities (e.g., work, education, volunteerism, etc.)

Organization compliance with the Baltimore County's Mental Health Case Management for Adults Sub-Vendor Guide (provided to selected provider(s) post award and updated at least annually by Contract Monitor). The Baltimore County's Mental Health Case Management for Adults Sub-Vendor Guide is issued each fiscal year. The selected Offeror(s) will be provided updates with changes to the Scope of Services through this Guide. Changes to the Scope of Services and/or Conditions of Award may be made at any time.

5.2. Program Report Requirements

Quarterly Program Reports will correspond to the BBH fiscal year timelines and must be submitted on a universal reporting form provided by the BBH.

First Quarter Review due October 10 for July-August-September.

Second Quarter Review due January 10 for October- November-December.

Third Quarter Review due April 10 for January-February-March.

Fourth Quarter Review due July 10 for April-May-June.

Annual Program Report Narrative: The Contractor will provide a narrative summary of the project, no later than August 10th, including:

A description of the program's implementation;

Summaries of the outcome measures requested;

Description of program highlights for this year, this may include: strategy activities (special events, activities, program achievements, meetings), programmatic changes that impact the budget and specific outcomes;

Description of any challenges experienced during this year and the plan to address the challenges (please note any requests for technical assistance from the BBH and include any specific feedback to the BBH regarding program monitoring);

A de-identified case example of how the program was beneficial to an enrolled individual;

Satisfaction survey results, including feedback from individuals engaged in the services;

Copy of the plan to operationalize SOC Principles, as described in Section 1.6, into day-to-day work;

Fiscal Report Requirements:

At present, the selected Offeror(s) will not be required to complete any fiscal reporting. If required in the future, the below expectations must be met.

The Vendor must submit an annual budget using the DHMH 432 A-H Human Service Contract Proposal Forms, Line Item Justification Form, and Indirect Cost Breakdown form (if applicable). The Line Item Justification and Indirect Cost Breakdown forms will be provided by BBH. The budget must be submitted and approved prior to project commencement date. The submission

due date will be
set forth upon award.

The Vendor is permitted to include indirect costs, not to exceed 10% of the salary and fringe.

DHMH 433 (Condition of Human Service Agreement Statement) and DHMH 434 (Assurance of Compliance with the Department of Health and Human Services Regulation under Title VI of the Civil Rights Act of 1964 and Section 503 of the Rehabilitation Act of 1973, as amended) are due to the BBH no later than May 27th each fiscal year.

A copy of the Certificate of Liability Insurance is due to the BBH no later than May 27th of each fiscal year.

DHMH 437 (Request for payment) and DHMH 438 (Interim Report of Actual Expenses, Receipts and Performance Measures) • The BBH shall pay the Vendor on an advance basis for the 1st quarter payment upon submission to the BBH. No funds shall be advanced to the Vendor until the BBH has received a signed and dated contract and processed the DHMH 437 and DHMH 438 forms referenced above. Payments for the remaining three quarters will be made based on actual expenditures incurred from the previous payment(s).

DHMH 436- A-G -Budget Modifications - DHMH 436 A-G Budget Modification and narrative is due to the BBH by March 15th of each fiscal year. BBH must approve any and all budget modifications of services. If the original budget(s) is/are altered (controlled or non-controlled line items) and there is not an approved budget modification(s), BBH will disallow any unapproved expenditures. Requests to modify the cost of the services shall be submitted in writing to BBH. No amendment or modification is binding unless it is in writing and signed by all involved parties.

Annual Fiscal and Performance Measures Report - DHMH 440 and 440A are due to the BBH by August 15th for the preceding fiscal year. Expenditures, which exceed DHMH Human Services Agreement Manual tolerances or unbudgeted expenditures in any line items, which have not been previously approved by BBH, are subject to non-recognition. The Vendor may petition for recognition by attaching a letter of justification to the DHMH 440 which states the nature of, and a rationale for, the over expenditures and unbudgeted expenditures. BBH may disapprove any unauthorized expenditure.

Annual Financial Audit Two (2) copies of the Vendor's Annual Financial Statement and Management Letter for the contract period by an outside auditor are due to the BBH upon completion, but no later than January 31st of the following fiscal year. If the Vendor is unable to meet this deadline, they should inform BBH in writing. The audit should contain specific and separate information regarding the project for which this contract is written.

Vendor's which receive program funds from the Maryland Department of Health (MDH) and Behavioral Health Administration are required to obtain an audit of the DHMH 440, with the following stipulations: Each audit of the DHMH 440 should include:

an opinion (or disclaimer of opinion) as to whether the DHMH 440 is presented fairly in all material respects in conformity with generally accepted accounting principles (GMP)

a report on internal control describing the scope of internal control testing and the results of the tests

a report on compliance with laws, regulations, and the provisions of the contract or agreement that the sub-vendor has with the vendor (Baltimore County)

a report on compliance with the terms and conditions of the Conditions of Award

a list of funds due to the County or to the sub-vendor

a schedule of findings and questionable costs

Statement of Functional Expenses of the approved DHMH 440

Statement of Revenues and Expenditures

The BBH Fiscal Monitor and Contract Monitor must be informed in writing within two weeks of any staff changes for all positions funded in whole or in part by this contract.

Program Compliance, Audits and Inspections -At anytime during normal business hours, there shall be made available to the BBH and/or MDH, for inspection and audit, all of Vendor's records with respect to all matters covered by this Contract. Vendor will permit BBH and/or MDH to make compliance inspections and audits of all contracts, agreements, patient records, clinical care records, financial records, general ledgers, invoices, payroll journals, bank statements, check register and supporting records, records or personnel conditions of employment and other data relating to all matters covered by this Contract.

All costs and expenditures shall be supported by properly executed payroll journals, time records, invoices, contracts or vouchers of other official documentation detailing the nature and propriety of the charges.

All checks, payroll journals, invoices, contracts, vouchers, purchase orders, banks statements, check registers or other accounting documents pertaining in whole or part to this Contract shall be clearly identified and readily accessible.

The Vendor shall retain all records for period of at least five (5) years after termination of this Contract, or in accordance with COMAR regulations, whichever is longer.

The Vendor may obtain a copy of the Human Services Agreement Manual and copies of all forms listed above through the MDH web page. The documents are filed under the Fiscal Services Administration Forms of the MDH page. The MDH web site address is: <https://health.maryland.gov/pages/home.aspx>. The documents may be obtained by contacting BBH.

The Bureau of Behavioral Health/Local Behavioral Health Authority, and any Vendor, is required to follow the Maryland Department of Health Grants Manual for reporting.

Services reimbursed by the grant are not eligible for reimbursement by and shall not be billed to the Public Behavioral Health System (PBHS) fee-for-service system. Vendors are encouraged to bill Medicare, Medicaid and other insurers as appropriate for additional eligible services not covered under the grant.

5.3. Contract Administration

The BBH Contract Monitor will maintain contract administration of the program. Regular communication with the BBH is required. Concerns about the contract and deliverables are to be discussed with the BBH Contract Monitor in order to seek resolution.

The selected Offeror(s) will discuss program and participant progress with the BBH Contract Monitor on an as-needed basis.

BBH will engage in monitoring and verification activities that could include:

- Review of data reports to monitor progress,
- Collection and review of general administrative compliance documents, and
- Accountability compliance audits to verify various administrative and programmatic requirements were completed as reported.

A site visit will be scheduled with the selected Offeror(s) to monitor the program. However, the BBH Contract Monitor may conduct a file review of the program, or call for a meeting with the Vendor, to monitor program services and fidelity of grant implementation, at any time, if deemed necessary.

The selected Offeror(s) will be required to participate in all relevant monitoring and evaluation activities.

At a minimum, the following requirements will be monitored and/or evaluated at regular intervals during the agreement period:

- All programmatic and administrative requirements under COMAR 10.09.45 and related regulations.
- Submission of quarterly data reports to evaluate individual and program outcomes.
- Attendance of Mental Health Case Management Provider Meetings held by BBH and/or BHA.
- Development and implementation of the plan to operationalize SOC Principles, as described in Section 1.6, into day-to-day work;
- Implementation of an outreach plan to market services to systems and organizations that serve the identified population, including those who are not part of the Public Behavioral Health System.
- Implementation of a training plan for program staff that includes at least the topics outlined in this procurement.
- Timely completion of monthly service documentation for Continuum of Care participants.
- Development and Implementation of the Quality Assurance Plan.

These additional requirements will be monitored and evaluated throughout the term of the agreement. If during monitoring or verification activities it is discovered that the selected Offeror is not fulfilling the obligations stated in the contract resulting from this procurement, a corrective action plan/performance improvement plan may be required, with additional follow-up monitoring to ensure requirements are being met. In the event that a program is unwilling or unable to meet the

requirements specified by this procurement, BBH reserves the right to submit recommendations that the program be removed from the list of approved Mental Health Case Management programs and/or terminate the contract with the provider.

6. PROPOSAL REQUIREMENTS

For each section, Technical and Price, each page will be consecutively numbered and submitted in the following format:

Technical Proposal: Offerors must provide the following, in the following sequence:

- Proposal Signature Cover Page must be signed by a duly authorized representative of the Offeror;
- Taxpayer Identification Number (TIN) and Certification form;
- Procurement Affidavit;
- Good Standing certificate with the Maryland State Department of Assessments and Taxation;
- Signed acknowledgement of all Addenda to the RFP, if applicable.
- *Indicate your firm's acceptance to **Attachment A** – Business Associate Agreement*

Details of the Offeror's proposal submission with other supporting documentation appended as supplemental material, and must include:

- Executive Summary shall highlight contents of the Technical Proposal. The summary shall provide a broad understanding of the objectives of the proposal, the requirements of the procurement, the scope of work, contents of the proposal and any related issues, which need to be addressed.

- Organization Background/Capacity:

Provide the location of your program/office(s). If the offeror does not currently maintain an office in Baltimore County, provide an estimated timeline to establishing an office within the county for this program. List your hours of operation. What is your organization's plan to ensure accessible community-based services for Baltimore County residents.

Describe your organization's history and experience providing similar mental health services to adults with serious mental illness, including the number of years your organization has provided mental health services and which services. If your organization is currently providing mental health case management services in another jurisdiction, list the county, average census in the last year, and outcomes achieved. If applicable, provide any performance improvement plans or corrective actions plans for these contracts as an addendum.

Provide copies of your organization's current or most recent state approval letters or licenses that document experience providing mental health services in Maryland under COMAR 10.21.19 (Mobile Treatment Services), 10.21.20 (Outpatient Mental Health

Center), or 10.21.21 (Psychiatric Rehabilitation Program) or 10.09.45 (Mental Health Case Management).

Provide copies of Certificate of Good Standing status with the Maryland State Department of Assessments and Taxation.

Describe your organization's capacity to provide Mental Health Case Management services as outlined in the Scope of Services (Section 2), including your ability to adhere to the requirements under COMAR 10.09.45 and to access reimbursement through the Public Behavioral Health System.

- Principles, Values and Addressing Implicit Bias and Systemic Racism

Describe how your organization's values prioritize BBH's System of Care Principles (**Section 1.6**: Voice and Choice; Team Based; Natural supports; Collaboration and Mutuality; Culturally competent, comprehensive, and individualized; strengths based; Resilience; Outcome-based and Transparent; Accessible and Equitable) and how these principles will be operationalized in Mental Health Case Management services.

Describe your organization's philosophy in providing equitable and inclusive programming to combat the impact of implicit bias and systemic racism.

- Service Delivery

Describe how your referral process will be flexible and inclusive, allowing non-professionals to refer. Describe your outreach strategy, including how and to whom your organization will "market" these services. Provide an example referral form and marketing material for review.

Describe how your organization will expand as demand goes up to avoid waitlists.

Describe the key components of engagement, building teams, and identifying natural supports. Include a description of how your organization will overcome barriers to engagement or problem solve an individual/family is unable to identify any current supports.

Describe other behavioral health services provided by your organization as well as any relationships your organization has with other provider entities and the structure/process you will use to avoid conflicts of interest and inappropriate self-referrals.

Describe how your organization will be responsive to urgent needs on a 24/7 basis to individuals and their families (as appropriate).

All Offerors: provide copies of your organization's most recent Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies. Existing Mental Health Case Management Providers (any jurisdiction): Provide the most recent Site Visit Report for all jurisdictions in which you are contracted.

- Staffing Plan

Describe the staffing pattern your organization will use to deliver the proposed services, including the supervisory roles, educational background and experience of staff to be

assigned to this project. Detail your anticipated caseload size for each position. Describe your plan for maintaining continuity of case management services during staff turnover, planned leave, or extended vacancies. Describe how participant caseloads will be managed to prevent disruptions in service. Attach an agency organizational chart and program organizational chart as appendices.

Describe your organization's plan to ensure adequate and appropriate supervision of staff, particularly for staff who often work offsite. Describe the supervisory concepts your organization will incorporate to ensure staff understand and incorporate the System of Care values and principles. Describe how continued supervision shift based on staff experience/need (e.g. advanced skill development).

Describe the training plan for staff. Include: the trainings and practices that will be implemented to ensure work is culturally competent, comprehensive and individualized; the training concepts that will be incorporated to ensure staff understand and are implementing the System of Care values; and how continued training will shift based on staff experience, advancement in best practices, identified areas of need, or advanced skill development).

- **Effectively Serving the Focus Population**

Describe how your organization will ensure that all eligible individuals referred will be accepted into Mental Health Case Management services. Describe how your organization will document why and when you decline services to eligible individuals and why and when referred individuals decline services.

Describe how your organization will give priority to the populations listed in this document, including how the program will use outreach strategies to locate and enroll individuals viewed as challenging to engage or who have not been well served by the Public Behavioral Health System.

As Baltimore County demographics change and populations of Immigrants, Refugees, Asylees grow, explain how your organization will address needs and skill development related to cultural competency, limited English proficiency, and individuals who are uninsured.

Describe the approach your organization will take to ensure that staff can effectively work with a diverse population (e.g. racial, gender, and sexual minorities as well as other groups who have experienced systemic oppression and marginalization).

- **Program Evaluation and Quality Assurance**

Describe the program's anticipated outcomes and how you will track and monitor these outcomes.

Describe the quality assurance process of the organization or program (e.g., satisfaction surveys, program evaluation, etc.) and how feedback will be incorporated into quality improvement.

Describe the data this program will collect, including how it will be collected, who will be responsible for collecting, analyzing, and storing the data.

7. COMPENSATION

Mental Health Case Management for Adults is not a grant-funded service. Offeror(s) selected through this procurement, subject to the approval of MDH, will access Medicaid reimbursement through Maryland's Public Behavioral Health System's ASO. All services must be preauthorized and documented in accordance with the tiered reimbursement schedule outlined in COMAR 10.21.25.09. Provider(s) will be reimbursed according to the ASO's Fee Schedule:

<https://s18637.pcdn.co/wp-content/uploads/sites/75/MH-PRP-Specialty-Pgms-Fee-Schedule-Eff-7.6.2026-1.pdf>

Selected Offeror(s) must provide all levels of care specified in the Scope of Services to adults who have Medicaid or are uninsured and meet BHA's financial eligibility criteria. Provider(s) can access reimbursement for uninsured individuals by submitting the appropriate forms to the ASO. Once uninsured eligibility is approved, preauthorization must be requested through the ASO prior to service provision. Providers should then work to establish benefits for individuals as quickly as possible.

The BBH has the authority to withhold payment for non- performance as mandated by the Maryland Department of Health, Behavioral Health Administration and the contract that results from this solicitation.

In the event that additional funds are awarded to the County for these same services, Baltimore County reserves the right to encumber additional funds, and increase compensation under this contract that results from this solicitation. Funding shall not exceed the amount appropriated in any fiscal year.

8. QUESTIONS AND INQUIRIES; ADDENDA

Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on through the Procurement Portal at <https://procurement.opengov.com/portal/baltimorecountymd>.

Offerors must acknowledge, through the Procurement Portal, receipt of all addenda. All official correspondence in regard to the specifications should be directed to and will be issued by the Division of Procurement Services. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

The deadline for written questions pertaining to this solicitation is 3:00 pm on Wednesday, October 14, 2026.

9. EVALUATION OF OFFERS

Award will be made to the responsible offeror whose proposal best meets the needs of the County as set forth herein.

A. Proposals will be evaluated based on the following criteria, listed in order of importance.

1. Service Delivery

2. Effectively Serving the Focus Population
 3. Principles, Values, and Addressing Implicit Bias and Systemic Racism
 4. Staffing Plan
 5. Program Evaluation and Quality Assurance
 6. Organization Background/Capacity
 7. MBE/WBE Economic Benefit Factor
- B. After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the County.
 - C. This RFP will result in the submission of “proposals” (not “bids”). The County may enter into negotiations with Offerors and invite “best and final offers” as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County’s sole discretion.
 - D. Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
 - E. Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

10. ORAL PRESENTATION

Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

11. OFFEROR QUALIFICATIONS

- A. At the option of the County, offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- B. Prior to award of this contract, the County reserves the right to inspect the facilities of any offeror. The reputation of offerors regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

12. INSURANCE

- A. The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

- B. The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- C. In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

13. GENERAL TERMS AND CONDITIONS

13.1. Scope

- A. It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase services covered by this contract which the County may require during the period of time specified.
- B. The County reserves the right to order services that may be required during the said period, and it also reserves the right not to order services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this contract.

13.2. Term of Agreement

- A. The term of the contract shall become effective when executed by the County and shall continue through one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed. The County reserves the right to increase the compensation if additional funds are received during the initial term or any renewal term. Funds awarded are subject to change based on the allocation of the funding source.
- B. The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

13.3. Audits

At any time during the normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection by the County, its employees or agents, all records information and documentation of the contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

13.4. Cooperative Purchase

- A. The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The contractor agrees to notify the issuing body of those

entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- B. The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

13.5. Multi-Agency Procurement

Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A purchase order will be issued against the original supplier contract, confirming the contracted pricing and giving quantity and delivery requirements.

13.6. Funding Out

If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

13.7. Background Checks

Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all Vendor or subcontractor personnel that have the ability to view or access any County data. The Vendor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Vendor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.

13.8. MBE/WBE and/or Economic Benefit Factor

The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- A. The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

Placement or employment in High Growth Areas of Employment
Retention and Average Earnings – Fiscal Performance
Serving Veterans

Strengthen Local Workforce Economy

- B. Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,
- C. Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and
- D. Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

13.9. "Sample" Form Contract

- A. A sample of the County's form contract may be found on the Baltimore County website at <https://www.baltimorecountymd.gov/departments/budfin/purchasing/opportunities-bid-results-and-active-contracts>. The vendor's submission without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Vendor's response.
- B. If the Vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- C. All Vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission.

13.10. RFP Electronic Submittal Process

- A. The cost of preparing Offers is the responsibility of Offerors.
- B. To be considered, Offers shall be received by the bid closing date and time through the Procurement Portal. Offers may not be submitted by any other means. Offers that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the offer may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.
- C. All timely proposals become the property of County.
- D. Late Proposals will not be considered. Offerors are strongly encouraged not to wait until the last minute to submit proposals. The time stated by OpenGov will be definitive of the time of receipt. Proposals received after the deadline will not be accepted. Multiple part Proposals will not be considered unless all parts are received by the bid closing date and time.

- E. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information.
- F. Each Proposal shall be accompanied by an executed procurement affidavit in the Technical Proposal which is provided by the Purchasing Division in the solicitation package, through the Vendor Questionnaire.
- G. After submitting a Proposal through the Procurement Portal, and upon successful receipt by the County thereof, Offeror will receive an auto-receipt email. This receipt is proof that the Proposal has been received by the Purchasing Division and should be retained for Offeror's records.
- H. As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Proposal.
- I. The County reserves the right to waive minor irregularities in conjunction with Proposals.

13.11. Pre-Proposal Conference

- A. A pre-proposal teleconference is scheduled for Wednesday, September 23, 2026 at 10:00 am, Please contact the buyer, Rachel Little at rlittle@baltimorecountymd.gov for the meeting link.. Prospective Offerors should contact the Buyer at rlittle@baltimorecountymd.gov to be added to the registration list for the teleconference. The deadline to register for the Pre-Proposal conference is September 11, 2026 at 4:30 p.m.
- B. The purpose of the conference is to clarify any parts of the solicitation and answer questions which may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-proposal conference will be posted by amendment.
- C. INCLEMENT WEATHER NOTICE: In the case of inclement weather, please check the Baltimore County website for notice of County Office closings, delayed opening or granting of Liberal Leave. If any of these conditions exist on the day of the pre-proposal meeting, the meeting will be rescheduled at a later date.

13.12. Insurance

- A. The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- B. The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

- C. In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

13.13. County Holidays

- New Year's Day
- MLK, Jr. Birthday
- Presidents' Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous People's Day
- General Election Day (each even year)
- Veterans' Day
- Thanksgiving Day
- Christmas Day

13.14. Method of Award

Award of this contract may be in whole or in part, in accordance with Sec. 10-2-406 of the Baltimore County Code, 2015, as amended. The County reserves the right to make multiple awards, on an individual item basis, combination item basis or lump sum basis, whichever is in the best interest of the County, effectively the lowest responsive, responsible offerors. Past performance of offerors in furnishing goods and services to Baltimore County will be considered in determining the award.

If multiple awards are made, it is the intention of Baltimore County to issue work equally to all contractors in a general rotation, however, the assignment of work shall be at the sole discretion of Baltimore County. Any claim of any contractor against the County for extra compensation or damages, arising out of the assignment of work by the County, shall be deemed to have been waived by all contractors. In addition, the County reserves the right to award individual jobs on a specific rotation basis, based on demonstrated areas of experience and expertise, or based on job location.

13.15. Compliance With Federal and State Confidentiality Law

- A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all laws and regulations including, but not limited to, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Maryland

Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (February 17, 2009), as amended. This obligation includes but is not limited to:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA, HITECH, and State MCMRA and making the transmission of all electronic information compatible with the federal requirements; and
 2. Providing good management practices regarding all health information and medical records.
- B. The Contractor must execute a business associate agreement, when and if required by federal or state laws and/or regulations, as the same may be amended from time to time.
- C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as an employer.

14. VENDOR REQUIRED FORMS

1. Procurement Affidavit*

Please download the below documents, complete, and upload.

- [Procurement Affidavit.pdf](#)

*Response required

2. First Source Hiring Agreement Overview*

Please download the below documents, complete, and upload.

- [First Source Hiring Agreement...](#)

*Response required

3. Taxpayer Identification Number (TIN) and Certification*

Please download the below documents, complete, and upload.

- [Taxpayer Identification Num...](#)

*Response required

4. Minority and Women Participation Affidavit*

Please download the below document, complete, and upload.

- [PB040 PRIME CONTRACTOR MINO...](#)

*Response required

5. Proposal Signature Cover Page*

Please download the below documents, complete, and upload.

- [Proposal Signature Cover Pa...](#)

*Response required

6. Certificate of Insurance*

Please upload Certificate of Insurance (COI) naming Baltimore County as the Certificate Holder. Please ensure it appears as shown below.

Baltimore County, Maryland
400 Washington Avenue
Towson, Maryland 21204

*Response required

7. Technical Proposal*

Please upload your Technical Proposal.

*Response required

8. ALL OFFERORS: Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies*

Please upload copies of your organization's most recent Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies.

*Response required

9. EXISTING Mental Health Case Management Providers (any jurisdiction)*

Provide the most recent Site Visit Report for all jurisdictions in which you are contracted.

*Response required