



DEPARTMENT OF HEALTH

Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

EXHIBIT A

**STANDARD GRANT AGREEMENT (SGA)
REQUEST FOR APPLICATIONS (RFA)
(COMPETITIVE)**

PROCUREMENT ID NUMBER – BPM044294 / BHA24-013

Issue Date: 5/13/2024

**Telepsychiatry Services and Consultation for Crisis Stabilization
Centers and Mobile Crisis Teams**

NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Procurement Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFA or other communications can be sent to the Prospective Applicant.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFA KEY INFORMATION SUMMARY SHEET**

Request for Proposals: **Telepsychiatry Services and Consultation for Crisis Stabilization Centers and Mobile Crisis Teams**

Solicitation Number: **BPM044294 / BHA24-013**

a. RFP Issue Date: **5/13/2024**

RFP Issuing Office: **Maryland Department of Health
Behavioral Health Administration**

Procurement Officer: Crystal Hack
Maryland Department of Health
Behavioral Health Administration
Finance & Procurement Division
55 Wade Avenue
Voc. Rehab. Building
Catonsville, MD 21228
Phone: 410-627-6814
e-mail: crystal.hack@maryland.gov

Grant Monitor: Eric Davis
Behavioral Health Administration
55 Wade Avenue Catonsville, MD 21228
Vocational Rehabilitation Building
Phone: 240-444-5601
e-mail: Eric.davis3@maryland.gov

Applications are to be sent to: eMaryland Marketplace Only! (See section 1.5)
eMMA is an electronic commerce system administered by the Maryland Department of General Services.
In order to receive a Contract award, a Contractor must be registered on eMMA. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on “Register” to begin the process, and then follow the prompts.

Closing Date and Time: **June 3rd, 2024, No later than 2 pm EST Local Time**

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health (MDH or the Department), Behavioral Health Administration (BHA), is issuing this Request for Applications (RFA) to provide telepsychiatry services to individuals experiencing a behavioral health crisis and consultation services to providers supporting individuals at Behavioral Health Crisis Stabilization Centers (BHCSC) and Mobile Crisis Teams (MCT). Services will serve the full lifespan of individuals, including children and adolescents, who present in psychiatric crises. Child and Adolescent Psychiatrists, Adult Psychiatrists, other psychiatric specialties, Addiction Medicine physicians, and other physicians, nurse practitioners (NP), and physician assistants (PA) will provide 24/7 telepsychiatry services and consultation. When providing direct care to individuals, providers will be able to bill insurance for these services. Additionally, the Applicant will train providers on supporting individuals who present in psychiatric crises. The Applicant will have the capability to provide broad expertise as well as specific expertise in child and adolescent psychiatry and addiction medicine.

The services will be three-fold and will include a direct care service component, consultation for BHCSC and MCT providers on patients, and training for providers on managing psychiatric presentations during crisis care.

1.1.2 It is the State's intention to obtain telepsychiatry consultation services, as specified in this RFA, from an Agreement between the selected Applicant and the State. The anticipated duration of services to be provided under this Agreement is for one year with two option years subject to the availability of funding. For commodities, the anticipated delivery date is within three months of award.

1.1.3 BHA intends to make a single award as a result of this RFA.

1.1.4 Applicants, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Applicant shall remain responsible for performance regardless of subcontractor participation in the work.

1.2 Contract Type

The Agreement resulting from this solicitation shall be a firm fixed price.

1.3 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Agreement is the Procurement Officer at the address listed below:

Crystal Hack
Maryland Department of Health
Behavioral Health Administration
Finance & Procurement Division
55 Wade Avenue
Voc. Rehab. Building
Catonsville, MD 21228
Phone: 410-627-6814
e-mail: crystal.hack@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

1.4 Grant Monitor

The Grant Monitor is:

Eric Davis
Behavioral Health Administration
55 Wade Avenue Catonsville, MD 21228
Vocational Rehabilitation Building
Phone: 240-444-5601
e-mail: Eric.davis3@maryland.gov

The Department may change the Grant Monitor at any time by written notice.

1.5 eMaryland Marketplace Advantage

Each Applicant is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Application submission to this RFA.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFA and associated materials, the solicitation and summary of the Pre-Proposal Conference, Applicant questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov/>, click on "Register" to begin the process, and then follow the prompts.

1.6 Questions

Written questions from prospective Applicants will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via eMaryland Marketplace ONLY! Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted at least 7 days prior to the Application due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date. All questions and answers will be posted to eMaryland Marketplace under the documents tab.

1.7 Application Due (Closing) Date and Time

Applications, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer, **via eMaryland Marketplace Advantage (eMMA)**, no later than 2:00 PM. Local Time on June 3rd, 2024 in order to be considered.

Requests for extensions of this time or date will not be granted. Applications received after the due date and time listed in this section will not be considered. Questions regarding this solicitation should be submitted to eMMA only.

Applications may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

1.8 Award Basis

The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

1.9 Revisions to the RFA

If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA or which are otherwise known by the Procurement Officer to have obtained this RFA. Addenda made after the due date for Applications will be sent only to those Applicants that submitted a timely Application and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant's Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.10 Cancellations

The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Applicants in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 2 – MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

The Applicant must provide proof with its Application that the following Mandatory Requirements have been met:

2.1.1 The Applicant shall have a minimum of five years' experience providing telepsychiatry services to medical systems. As proof of meeting this requirement, the Applicant shall provide with its Application documentation of their work efforts in the form of annual reports, pertinent contracts or other such documentation to substantiate the details of their experience and track record.

2.1.2 The Applicant shall include board-certified Child and Adolescent Psychiatrist(s) and Adult Psychiatrist(s) with relevant experience treating complex cases such as but not limited to patients with Intellectual and/or Developmental Disabilities (IDD) with co-occurring Mental Health Disorders (MHD). Other psychiatric specialties can include: geriatric, addiction, emergency, and neuropsychiatry. The Applicant shall, as appropriate, include Child and Adolescent Psychiatrists, Adult Psychiatrists, other psychiatric specialties, Addiction Medicine physicians, and other physicians, nurse practitioners (NP), and physician assistants (PA). As proof of meeting this requirement, the Applicant shall provide with its Application licenses and/or certificates issued by the Maryland Board of Physicians and/or Maryland Board of Nursing of evidencing the Applicant's certification in the aforementioned fields. Along with licenses and/or certificates, the Applicant shall provide resumes/CVs or other relevant documentation as proof of ability to practice in the State of Maryland.

2.1.3 The Applicant shall include Psychiatric consultants capable of providing medication management, including the capability of prescribing controlled substances or medications for substance use disorders, and diagnostic clarification to individuals across the lifespan presenting in psychiatric crises at either a Behavioral Health Crisis Stabilization Center or in the field via Mobile Crisis Team.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purpose of identifying an Applicant to provide telepsychiatry services and provider consultation for individuals across the lifespan that present in acute psychiatric crises either in Behavioral Health Crisis Stabilization Centers (BHSC) or in the field via Mobile Crisis Teams (MCT). Child and Adolescent Psychiatrists, Adult Psychiatrists, other psychiatric specialties, Addiction Medicine physicians, and other physicians, nurse practitioners (NP), and physician assistants (PA) will provide on demand 24/7 telepsychiatry consultation to both providers and patients. The Applicant will fill a critical gap in the crisis continuum of care and further enable the cultural shift away from emergency departments (EDs) being the first stop when an individual is experiencing a behavioral health crisis. The Applicant will serve all of Maryland’s BHSCs and MCTs that are regulated under COMAR 10.63 in order to reduce on-site staffing hardships and expertise gaps and ensure Marylanders have critical access to psychiatric services during a crisis other than in EDs.

The heightened need for telepsychiatry springs from years of reported shortages of psychiatrists nationally with nearly half of U.S. counties lacking a practicing psychiatrist.¹ The professional shortage coupled with long wait times for an outpatient appointment has resulted in many individuals seeking psychiatric care in EDs, long before COVID-19 exacerbated mental health needs.² The gap only grows greater for access to child and adolescent psychiatrists with families facing months-long wait times or traveling great distances for treatment due to 70 percent of U.S. counties lacking a single pediatric psychiatrist.³ While the child and adolescent population languishes without access to appropriate providers or treatment, their symptoms can intensify beyond caregiver capability leading to an ED visit. Maryland remains driven to better address psychiatric crises in the least restrictive and most appropriate settings for each individual.

This RFA addresses the growing need particularly amongst children and adolescents experiencing behavioral health challenges and further decompensating while waiting months for an appointment. The ability to have patients in front of a psychiatrist by way of telehealth is lifesaving. A 2018 study on St. Joseph’s Villa telehealth services found that approximately 88 percent of patients had returned home or to a less-restrictive facility over a six-year period.⁴ Not only can telepsychiatry improve access to care, but this data also supports ED diversion once the community is informed of the availability of services. The American Psychiatric Association promotes telepsychiatry as offering many benefits by reducing delays in care and improving access to specialty care for the pediatric population or in rural areas.⁵

Initially, BHA estimates there will be six BHSCs but this number is anticipated to increase over time. A BHSC will be a newly regulated service open 24 hours/7 days a week every day of the year, offering services to de-escalate and support a person’s behavioral health crisis and deflect as possible from emergency facilities, hospitals, and potential legal consequences. A BHSC provides access to a safe environment including assessment, diagnosis, and treatment, capable of delivering in a timely manner leading to stabilization. The BHSC level of care is provided for

¹ Nathaniel Counts, “Understanding the U.S. Behavioral Health Workforce Shortage” (explainer), Commonwealth Fund, May 18, 2023. <https://doi.org/10.26099/5km6-8193>

² Simko, Laura et al. “Waiting for Care: Length of Stay for ED Mental Health Patients by Disposition, Diagnosis, and Region (2009-2015).” *Cureus* vol. 14,6 e25604. 2 Jun. 2022, doi:10.7759/cureus.25604

³ McBain, Ryan K et al. “Growth and Distribution of Child Psychiatrists in the United States: 2007-2016.” *Pediatrics* vol. 144,6 (2019): e20191576. doi:10.1542/peds.2019-1576

⁴ Wicklund, E. (2018, June 1). St. Joseph’s Villa Uses Telehealth to Connect With Children in Crisis. MHealthIntelligence. <https://mhealthintelligence.com/news/st.-josephs-villa-uses-telehealth-to-connect-with-children-in-crisis>

⁵ What is Telepsychiatry? <https://www.psychiatry.org/patients-families/telepsychiatry#:~:text=Video%2D%20and%20audio%2Dbased%20telepsychiatry,or%20care%20in%20rural%20areas>

up to 24 hours per episode of care with rapid, same-day access to the service. Additional required BHCS features include:

- Accept walk-in visits with no appointment needed for immediate mental health and substance use support at all times;
- Capacity to serve individuals under Petition for Emergency Evaluation (EP) status as an alternative destination from an emergency department, including separate confidential entrances for first responders and secure locked facilities;
- Capacity to serve the full lifespan, including children and adolescents;
- Services include screening, assessment, crisis support and stabilization, immediate behavioral health and medication treatment, and linkage to social services and other behavioral health services;
- Capacity to provide:
 - Medical evaluation including appropriate laboratory work;
 - Withdrawal management for all substances along with initiation of medication for the treatment of opioid use disorder;
 - Real-time prescribing; and
 - Referral to other short-term stabilization services or traditional community outpatient resources.

Telepsychiatry services will also be provided to MCT providers as requested. MCTs are designed to:

- Provide services for:
 - Children, adolescents, adults, and older adults;
 - All special populations including but not limited to individuals of all races, individuals with developmental disabilities, veterans, and those who identify as LGBTQ+; and
 - All mental health and substance use presentations;
- Provide crisis prevention, intervention, and stabilization services 24/7 every day of the year based on national SAMHSA guidelines and best practices;
- Connect all individuals served to ongoing behavioral health services and community resources under the least restrictive level of care;
- Ensure a majority of individuals served are transitioned to a lower level of care within two weeks of crisis response;
- Reduce the proportion of individuals experiencing behavioral health symptoms who are referred to or transported to an emergency level of care (i.e., 911 response, emergency department);
- Prioritize warm handoffs over cold referrals (i.e., higher levels of care, ongoing outpatient services);
- Engage in active stabilization services for all individuals served and their support networks unless contraindicated;
- Coordinate and collaborate with all applicable components of the Urgent and Acute Care System continuum of services, including at a minimum a regional 988 call center, walk-in and urgent care services, crisis response and crisis stabilization services, and inpatient and residential care when needed;
- Establish a mobile dispatch plan that dispatches team staff and first responder partners at volumes and levels of licensure commensurate with the indicated level of risk and type of need for each unique response and follow-up service;
- Comply with Code of Maryland Regulations (COMAR) 10.63 and relevant BHA policy documents as they are published and/or updated over time, including for operations, staffing, and services; and
- Utilize the Statewide Urgent & Acute Behavioral Health Care Data System as indicated by BHA.

The Applicant's activities will be three-fold by encompassing direct service, provider consultation, and a training component.

3.2 Scope of Work - Requirements

The Applicant shall provide:

1. Telepsychiatry Services and Provider Consultation
 - a. Direct Services
 - b. Provider Consultation
 - c. Training
2. Staffing
3. Quarterly and Annual Reports

3.2.1 General Requirements

3.2.1.1 Telepsychiatry Services and Provider Consultation

- A. Provide telepsychiatry direct services to individuals experiencing a crisis and consultation to providers - at BHSCs and MCTs through videoconferencing at a distant site.⁶ This includes:
 - a. Provide clinical staff hours to conduct telepsychiatry consultation 24/7 on an on-demand basis.
 - b. Maintain an infrastructure to support phone and video based telepsychiatry consultation.
 - i. This shall include a high-resolution webcam, sufficient computer processor, sufficient network bandwidth, video conferencing software, microphone, speaker or headset, and other elements as needed to provide fully functioning phone and video-based conferencing.
 - c. Provide data on the number of individuals served, the number of telepsychiatry services completed, and the provider recommendations made.
- B. Video-based consultation will be available 24/7 on an on-demand basis.
 - a. Consultation includes:
 - i. Diagnostic clarification
 - ii. Treatment recommendations
 - iii. Medication review and management
- C. Telepsych services must be provided to all BHSCs and MCTs regulated under COMAR 10.63 in Maryland.
- D. Telepsych services must begin within three months of award.
- E. Monthly meetings to be scheduled by the Applicant with BHA to discuss program progress.

3.2.1.4 Training

A. The Applicant must provide:

- a. Training
- b. Education

c. Topics may include, but are not limited to:

- i. Addressing co-occurring disorders (i.e., mental health and substance use disorder, or behavioral health and somatic conditions)
- ii. Somatic care in crisis services (i.e., diabetic ketoacidosis, urinary tract infection)
- iii. Child and adolescent-specific de-escalation strategies, evidence-based assessment tools, developmentally appropriate supports and services, and psychiatric management
- iv. Other topics to be determined, including based on identified knowledge gaps

3.2.1.5 Population

- A. This Applicant will serve children, youth, adults, older adults, and all special populations. This may include:
 - a. High acuity, complex needs child and adolescent population who often exhibit physical or verbal aggression, self-injurious behavior, sexually reactive behavior, significant difficulty with interpersonal relationships, impulse control disorders, disruptions in occupational functioning,

⁶ Distant site meaning site at which the physician or other licensed practitioner delivering the service is located at the time the service is provided via telecommunications system.

symptoms interfering with activities of daily living, suicidal ideation and suicide attempts, swallowing, running away, and low distress tolerance and weak problem-solving skills.

- b. Children and adolescents who have demonstrated a change in behavior or have experienced an identified trauma.
- c. Individuals who may be at imminent risk of having a psychiatric or substance use related crisis.

3.2.2 **Staffing**

3.2.2.1 **Staffing Matrix**

- A. Staffing is not prescribed.
- B. A staffing matrix should be submitted with the application as part of the Budget Narrative to demonstrate how the services will be implemented.
- C. Examples of staffing needed to implement the services may include, but are not limited to:
 - a. Administrative personnel
 - b. Child and Adolescent Psychiatrists
 - c. Adult Psychiatrist
 - d. Geriatric Psychiatrists
 - e. Addiction Psychiatrists
 - f. Emergency Psychiatrists
 - g. Neuropsychiatry Psychiatrists
 - h. General Psychiatrists
 - i. Doctors of Medicine
 - j. Doctors of Osteopathic Medicine
 - k. Nurse Practitioners
 - l. Physician Assistants

3.2.4 **Reporting Requirements**

3.2.4.1 **Reporting Schedule and Method**

- A. Monthly reports due no later than 15 days after the end of the following month.
- B. Annual reports due no later than 30 days after the 2025 Fiscal Year (i.e., July 30, 2025).
- C. The Applicant will report data to BHA in a standardized format.
- D. The Applicant shall report on direct services, provider consultations, and trainings conducted as defined by BHA. Data will be submitted electronically through the Urgent and Acute Care data system.

3.3 Invoicing

3.3.1 **General**

(a) All invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:

- Grantee name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant.

3.3.2 Invoice Submission Schedule

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

Invoices are due by the 15th of the month following the month in which services were performed.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – Project Narrative
- Volume II – Budget Justification/Narrative

4.2 Proposals

4.2.1 Applications must be submitted via eMaryland Marketplace Advantage (eMMA). The Procurement Officer will not accept submission by any other means or after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in eMMA.

4.2.1.1 Two Part Submission:

- A. Technical Proposal (See 4.3.)
- B. Budget Narrative (See 4.4)

4.2.2 Applications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Project Narrative

Note: No pricing information is to be included in the Project Narrative (Volume 1). Pricing information is to be included only in the Budget Justification/Narrative (Volume II).

4.3.1 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Applicant's eMMA number;
- Applicant's MBE certification number (if applicable);
- Applicant's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

4.3.1.2 Mandatory Requirements Documentation

- a) The Applicant shall provide with its Application documentation of their work efforts in the form of annual reports, pertinent contracts, or other such documentation to substantiate the details of their experience and track record.
- b) The Applicant shall provide with its Application licenses and/or certificates issued by the Maryland Board of Physicians and/or Maryland Board of Nursing of evidencing the Applicant’s certification in the aforementioned fields. Along with licenses and/or certificates, the Applicant shall provide resumes/CVs or other relevant documentation as proof of ability to practice in the State of Maryland.

4.3.1.3 Applicant Technical Response to RFA Requirements and Proposed Work Plan:

a. The Applicant shall address each Scope of Work requirement (Section 3.2) in its Project Narrative and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Applicant agreement to any requirement(s), the Applicant shall state its agreement or disagreement. Any paragraph in the Project Narrative that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Application classified as not reasonably susceptible of being selected for award or the Applicant deemed non-responsive. Please include a work plan and timeline for the activities.

4.4 Volume II – Budget Narrative

4.4.1 Under separate sealed cover from the Project Narrative and clearly identified in the format identified in Section 4.2 “Proposals,” the Applicant shall submit an original unbound copy of the Budget Narrative. The Budget Narrative shall contain all price information in the format specified in **Exhibit B**. The Applicant shall complete the Budget Narrative Form only as provided in the Budget Narrative Form.

4.4.2 The Applicant shall attach to the Budget Form a Budget Narrative document that details the total cost of the proposed activities. The budget categories may include: Personnel (salary and fringe), Consultants; Travel; Contractual; Supplies; Operating Costs; and Other project-related costs.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, participate in Applicant oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Project Narrative Evaluation Criteria

The criteria to be used to evaluate each Project Narrative are listed below in descending order of importance.

ORGANIZATIONAL CAPACITY, EXPERIENCE AND EXPERTISE (50%)

Based upon the respondent’s overall demonstrated capacity, expertise, and experience with similar projects to the scope of work outlined in this RFA. This includes the organization’s and individual team members’ experience and expertise in providing telepsychiatry services to individuals and telehealth psychiatric consultation and training to providers. Applicants must demonstrate meeting the mandatory requirements described in Section 2.1, as well as the Scope of Work Requirements outlined in Section 3.2, providing documentation to support meeting these requirements.

METHOD OF APPROACH/WORK PLAN (40%)

Referring to the soundness of the applicant’s planned approach to the project, including the ability to address current and future challenges, planned approach to working in partnership with the Behavioral Health Administration and stakeholders, evidence of achieving organizational support, and proposed staffing approach. Respondent’s technical proposals should contain a response to each component of the Scope of Work that demonstrates their capability to sufficiently meet the requirements. A work plan should be consistent with the description provided in the narrative including timeframes to deliver telepsych services in alignment with the Scope of Work.

ORGANIZATIONAL COMMITMENT TO DIVERSITY, EQUITY AND INCLUSION (10%)

Based upon the respondent’s understanding and planned approach to address the identification of diversity, equity, and inclusion issues in program design, execution, and administration.

5.3 Budget Narrative Evaluation Criteria

All Qualified Applicants will be ranked from the lowest (most advantageous) to the highest (least advantageous) based on the rating of the Project Narratives. The Budget Narrative (including the Budget Form and Budget Narrative) will be evaluated based on reasonable cost given the time and effort described in the Project Narrative. The budget line items must be within the stated guidelines set forth in this RFA and as submitted on **Exhibit C – Budget Narrative**.

5.4 Information Technology and Information Security Narrative Evaluation

5.4.1 General

1. Provide a narrative that illustrates your understanding of the State's technology requirements specific to this solicitation.
2. Provide a detailed description of your proposed solution for meeting the technology requirements for this solicitation including features and functionality and describe your experience implementing this type of solution regionally, statewide, or nationally.

5.4.2 Basic Specifications

1. If the proposed technology solution will be hosted by the State, please describe the overall environment requirements for the solution.
2. Describe the overall technical architecture (software, hardware, and network) of the proposed solution including a clear indication of what will be required by each facility making use of this solution.
3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.).
4. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
5. Describe any add-on or third-party Software required.
6. Is your product dependent on an existing solution not included in this proposal?
7. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core software written?
8. What components of the software, such as middleware, are proprietary?
9. Is the proposed application considered Open Source Software?
10. Describe any Open Source Software used by the proposed Solution.
11. Manpower Requirements: Who will deploy, operate and maintain the technology solution? Will additional full-time employees (FTEs) be required? If so, please provide an indication of the roles (including required knowledge, skills, and abilities) and for each role, the number of recommended FTEs.
12. Upgrades and Patches: Describe the strategy regarding upgrades and patches for all technology components. Include a typical release schedule, recommended processes, estimated outage and plans for next version/major software upgrades.
13. Provide narrative about your ability to comply with the following:
 - The State of Maryland Information Technology Security Policy: <https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>
 - The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>

5.4.3 Integration

1. Describe the ability of the software components of the technology solution to integrate with Active Directory.
2. Describe the available mechanisms that exist for technology solution integration with Electronic Health Record systems.
3. What logging capabilities does the technology solution have? If this is a hosted solution, will the ability to integrate logging and monitoring tools exist?
4. Does the software component of the technology solution have an application programming interface (API) that enables integration with other applications. If so, is the API .Net based? Web Services-based? Other?
5. Will the State have access to source code? If so, will the license model permit the State to make modifications to the source code? Will the State's modifications be protected in future upgrades?
6. Is there willingness to place source code in escrow with an escrow agent so that if you are no longer in business or in the scenario that there is discontinued support, the source code will be available to the State?

5.4.4 Accessibility

Provide credible evidence of your capability or ability to produce accessible products and services. Such evidence may include, but is not limited to, internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

5.4.5 Information Security- General Security

1. Does your organization possess a Health Information Trust Alliance (HITRUST) certification. If yes, provide supporting documentation.
2. Does your organization possess Security Operation Center (SOC) certification? If yes:
 - a. What type?
 - b. Are you willing to share your most recent SOC reports?
3. If vendor hosted, will the solution be hosted on a FedRamp certified platform?
4. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
5. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?
6. Is a specific security framework or collection of industry standards applied to harden information systems that will interact with the services proposed, including systems that store, transmit, process, or serve confidential (PHI, PII, and other similarly sensitive data) to users? If so, describe these standards and their source.
7. Do you have documented policies and procedures that cover the following:
 - a. Information Security
 - b. Security Incident Response and supporting procedures

- c. Change Control and supporting procedures
 - d. Acceptable/Responsible Use
 - e. Privacy
 - f. Risk Management
 - g. Patch and Vulnerability Management
 - h. Cloud Security
 - i. Software Development Security
8. How often are security and privacy policies updated?
9. Is there a formal Change Management process for updating policies?
10. If application(s), whether mobile or otherwise, are provided as part of this Proposal:
- a. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
 - b. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.
11. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to system data.
12. Where will the system data be stored (answer all that apply):
- o In a physical (on-premise) data center, owned and/or managed by the Contractor.
 - o In third-party storage locations not managed by the Contractor.
 - o In Public or Private Cloud locations.
 - o In a Cloud location outside of the United States.
 - o Other (please provide more details if this is the case)
13. If system data will be stored in a physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
14. How will this system's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).

5.4.6 Information Security- Cloud Security (answer applicable questions)

- 1. Are any services provided hosted in a Public or Private Cloud? If yes, indicate which services and what type of hosting.

2. What industry standards, best practices or Cloud Security frameworks are followed to minimize risk to customer data, including accidental or deliberate exposure?
3. Provide an example of how your virtual systems are segregated and protected from risks.

5.4.7 Information Security- Access and Identity Management

1. Please describe the multi-factor authentication implementation features associated with this product including:
 - a. Who is required to use it.
 - b. Alignment with NIST SP 800-63 standards
2. Describe the Identity and Access Management (IAM) components of the Contractor's services including how the platform ensures accurate and consistent secure identity management of all uniquely identified individuals?
3. Summarize how IAM components are kept in sync and how they integrate with each other.
4. Summarize the process for user account provisioning and de-provisioning, including super user accounts.
5. How do you detect an account compromise of system-issued credentials? Provide two examples.
6. If a user's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect system data from exposure or malicious attacks?

5.4.8 Technical Security

1. Explain the general encryption method and algorithm (e.g. AES 256) in use for:
 - a. Data at rest
 - b. Data in motion
 - c. Data in Session state (in process)
 - d. Application data exchange and APIs (whether cloud or on premise)
 - e. Application and platform external connections
 - f. Database
 - g. Data backups
 - h. Mobile applications (if applicable)
2. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.
3. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
4. Are periodic vulnerability scans performed? If yes:

- a. How often are scans conducted?
- b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
- c. Do scans include databases?
- d. Are applications scanned to detect specific code related vulnerabilities prior to moving to Production?

5.4.9 Disaster Recovery and Business Continuity

- 1. Do you have a Disaster Recovery Plan (DRP). If so:
 - a. Is it supported by policies and procedures?
 - b. Is it updated periodically, If yes, how frequently?
 - c. Is it tested periodically? If yes, how frequently and what type of tests are performed?
 - d. Do all staff with a role or responsibility know about the DRP and how to access it in case of a declared disaster?
 - e. If in place, provide an outline of the DRP.
 - f. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of system data.
- 2. Is a Business Continuity Plan (BCP) in place that ensures minimal disruption of services provided? If yes, what is the maximum amount of time that services may be unavailable?
- 3. Does a Data Backup and Recovery plan exist? If yes, summarize or provide an outline of the plan. If not, describe what alternative methods will be used to ensure the restoration and availability of system data.
- 4. Will critical system data be backed up to an offline (completely isolated) location that can be restored in the case of a successful Ransomware attack?
- 5. Explain how system data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided after data has been successfully destroyed?

5.4.10 Security Logging, Monitoring and Incident Response

- 1. Do the proposed services allow administrative or “super user” level changes to system data that isn’t tracked through audit logs?
- 2. (For vendor hosted solutions), does the vendor utilize a formal Security Operations Center (SOC), either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
- 3. Are adequate logs generated and stored to validate security controls function as designed, including MFA requirements?
- 4. What is the average log retention period?

5. Are all systems that support or connect to services and systems provided in this proposal configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
6. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
7. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc.) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
8. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents.
9. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
10. Is there a component of the IRP that addresses how the vendor will work with system users and any subcontractors when a security or privacy incident involving system data is detected?
11. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the Service proposed.
12. When a significant incident that requires digital forensic investigation is declared, could system data be retained for forensic purposes? If so, how will this affect our business processes?
13. Describe two examples of a method or process used to detect and prevent actions taken by an unauthorized entity attempting to access data (e.g., auto-generated audit reports or alerts).
14. Are there automated alerts or reports that monitor unauthorized access to confidential data? If yes, is the Contractor willing to provide these to the State of Maryland?
15. Are controls in place to detect Ransomware or precursor events to a Ransomware attack? If yes, describe these.
16. If Ransomware is discovered, what is the first step to mitigation?
17. If the State of Maryland discovers that a serious vulnerability exists in your platform, describe the process for reporting how and when the risk will be remediated.

5.5 Selection Procedures

5.5.1 General

The Grant will be awarded in accordance with the Standard Grant Agreement method outlined in the Announcement. The State may determine an Applicant to be non-responsive and/or an Applicant's Application to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Applications and prior to Grant award. If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.5.2 Award Determination

Upon completion of the Project Narrative and Budget Narrative evaluations and rankings, each Applicant will receive an overall ranking. The Procurement Officer will recommend award of the Grant to the responsible Applicant that submitted the Application determined to be the most advantageous to the State. In making this most advantageous Application determination, technical factors and financial factors will be weighted equally.

RFA ATTACHMENTS

EXHIBIT B – Budget Form

This must be completed and submitted with the Project Narrative separately from Technical Proposal via eMaryland Marketplace Advantage (eMMA). [Login: eMaryland Marketplace Advantage \(eMMA\)](#)

EXHIBIT C—Budget Narrative

This must be completed and submitted with the Project Narrative, along with the Budget Narrative Form, via eMaryland Marketplace Advantage (eMMA). [Login: eMaryland Marketplace Advantage \(eMMA\)](#)

REFERENCE DOCUMENT A - Standard Grant Agreement “Sample” (Pages 18-42)

This is the sample grant agreement used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted at Application submission time.** Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer a signed agreement signed by the recommended awardee organization within 5 business days to move forward to an executed contract agreement.

ATTACHMENT B – RFA Document Checklist

Use this checklist to ensure that the required documents for the Project Narrative and Budget Narrative are completed.

ATTACHMENT C – Work Plan Template

(sample provided by the program)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B – BUDGET FORM

FINANCIAL PROPOSAL FORM

The Budget Narrative shall contain all price information in the format specified on these pages. Complete the Budget Form only as provided in the Budget Form format. Do not amend, alter or leave blank any items on the Budget Form. Failure to adhere to any of these instructions may result in the Budget Narrative being determined non-responsive and rejected by the Department.

Submitted By: _____
 Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Location(s) from which services will be performed (City/State): _____

FEIN: _____

eMMA #: _____

Telephone: (____) _____ -- _____

Fax: (____) _____ -- _____

E-mail: _____

Budget Summary (SAMPLE)

Line Item	Qty	Unit Cost	Total Cost
Salary			
Fringe			
Contractual			
Travel			
Operating Costs			
Supplies			
Other			
Other			
Other			
Other			
TOTAL			

BUDGET NARRATIVE TEMPLATE

Sample Line Item Justification

Personnel (Psychiatric Consultant): \$156,000

Justification: The Psychiatrist will be responsible for providing direct services to individuals presenting in psychiatric crisis via videoconferencing, prescribing medications as needed, participating in clinical team meetings, recording provider to patient treatment recommendations, developing and providing training to BHCSC and/or MCT staff on topical areas as approved by BHA.

\$150/hr x 1,040 hours = \$156,000

**ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT**

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this <enter day> day of <month, year>, between the State of Maryland (the “State”), acting through the Maryland Department of Health, (the “Department”), located at <enter MDH Address> and the <grantee name> (the “Grantee”), located at <grantee address> in <county / city> County, <state, zip>, a Maryland Limited Liability Company / Corporation.

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <amount in words> Dollars (\$ xx,xxx.xx) (the “Grant”), which the Grantee shall use only for the following purposes: <grant purpose>
2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.
3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).
4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.
5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor’s Code of Fair practices.
6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person’s knowledge and belief, that:
 - A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee’s application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;
 - B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**
 - C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, **is in good standing**, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and
 - D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement, Appendix A & B, Attachment A, B, C, D, E.&F.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health.
(Name of Corporation or Association)

By:

By:

SEAL

SEAL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

<Name and Title of MDH grant monitor>

<Office>

Maryland Department of Health

201 W. Preston Street

Baltimore, Maryland 21201

Phone:

Email:

The Grantee's Grant Monitor is:

<enter name, title, office, grantee agency,

address, phone number and email >

I. BACKGROUND INFORMATION OF AGREEMENT

<Enter background information of the agreement>

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

<Enter all duties and scopes of work for the grant agreement>

The Remainder of This Page is Left Blank

APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - <Date of Project>

<Enter Budget>

II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the <grantee/sub-recipient/sub-awardee> for this project <MDH awarding agency> will:

- Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing with The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

The Remainder of This Page is Left Blank

SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	_____
<u>Federal Funds- Attachment B</u>	_____
<u>Debarment Affirmation- Attachment C</u>	_____
<u>Certification Regarding Tobacco Smoke- Attachment D</u>	_____
<u>Certification Regarding Lobby- Attachment E</u>	_____
<u>Sample Work plan Template- Attachment C</u>	_____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT A

CONDITIONS OF AWARD

Maryland Department of Health (MDH)

<Enter Department Here>

<Enter Federal Awarding Agency Here>

<Enter Name of Federal Award and Grant Number Here>

Period of Performance: <Enter From and To Dates Here>

Important Dates:

<Enter Date Here>: Quarterly progress report

<Enter Date Here>: All funds obligated

<Enter Date Here>: All funds must be spent

<Enter Date Here>: Final progress and fiscal report due to MDH

The grantee/sub-grantee/sub-recipient (**circle one**), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee/sub-grantee/sub-recipient, <Enter Grantee Name Here > agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee/sub-grantee/sub-recipient, shall cite < Enter Name of Federal Award > and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
5. The grantee/sub-grantee/sub-recipient, should inform the MDH <Enter Department Here> as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

Fiscal Requirements:

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;

- d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
 3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee/sub-grantee/sub-recipient shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee/sub-grantee/sub-recipient shall participate fully in the MDH [<Enter Department Here>](#) Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
 - a. Comprehensive site visits at the Department's request within the project period;
 - b. Interviews of staff, review of fiscal and program records, **monitoring, risk assessment**, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be catalogued for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee/sub-grantee/sub-recipient shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub- recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT B

FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Department of Health.]

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

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

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

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

ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

iii. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

iv. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

vi. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration), NIH (National Institute of Health), CDC (Center for Disease Control and Prevention), and HHS (Health and Human Services) are prohibited from paying any direct salary at a rate of Executive Level II or more than \$189,600 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants, Public Health and Emergency Preparedness and Hospital Preparedness Program Cooperative Agreements.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT C

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget’s Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

(Name of Grantee/sub-recipient/sub-awardee)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

The Remainder of This Page is Left Blank

ATTACHMENT D

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

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

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

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

X

Signature of Authorized Certifying Official

ATTACHMENT E

Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Award No.	Organizational Entry
Name and Title of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known.
Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards
Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with

Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

- 15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C 1352 (See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/offer/application</p> <p>b. Initial award</p> <p>c. Post-award</p>	<p>3. Report Type</p> <p>b. Initial filing</p> <p>c. Material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Sub-awardee</p> <p style="padding-left: 100px;">Tier _____ if known:</p> <p>_____</p> <p>Congressional District, <i>if known</i></p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime:</p> <p>_____</p> <p>Congressional District, <i>if known</i></p>
<p>6. Federal Department/Agency:</p> <p>_____</p>	<p>7. Federal Program Name/Description:</p> <p>_____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p> <p>_____</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>_____</p>	
<p>10. a. Name and Address of Lobbying Entity: (<i>If individual, last name, first name, MI</i>):</p> <p>_____</p>	<p>11. Individuals Performing Services (<i>Including address if different from No. 10a</i>): (<i>last name, first name, MI</i>):</p> <p>_____</p>	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____ actual _____ planned _____</p>	<p>13. Type of Payment (<i>Check all that apply</i>):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-time fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other, specify: _____</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-kind: specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>_____</p> <p align="center">(attached Continuation Sheet(s) SF-LLL-A <i>if necessary</i>)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ yes _____ no</p>		
<p>16. Information required through this form is authorized by title 31 U.S.C. sections 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,00 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard form-LLL</p>	

Continuation Sheet

Reporting Entity: _____ Page _____ of _____

ATTACHMENT B – RFA Document Checklist

Project Narrative Checklist:

- Transmittal Letter
- Project Narrative including Scope of Work (*See Section 3.2 Scope of Work – Requirements*)
- Work Plan (*See Attachment C*)

Budget Narrative Checklist:

- Budget Form (*See Exhibit B – Budget Form*)
- Budget Narrative (*See Exhibit C – Budget Narrative*)

SAMPLE FORMAT

ATTACHMENT C – Work Plan

Program: Telepsychiatry Services and Consultation for Crisis Stabilization Centers and Mobile Crisis Teams

Task/Deliverable (from Scope of Work)	Start Date:	Anticipated Completion Date:	To Be Completed By:	Notes/Issues/Plan:
i.e., Telepsychiatry Services	i.e., 9/1/24 (within 3 months of award)	Ongoing	i.e., Vendor/Contractor	