



CECIL COUNTY HEALTH DEPARTMENT
a unit of the
MARYLAND DEPARTMENT OF HEALTH

**STANDARD SOLICITATION:
REQUEST FOR PROPOSALS**

*National Diabetes Prevention Program
Spanish Speaking Cohort Provider*

CCHD – #2025-6

If this Request for Proposals was obtained by any means other than the Issuing Office identified herein, please contact that office immediately to ensure that you receive all addenda or errata.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation

KEY INFORMATION SUMMARY PAGE

National Diabetes Prevention Program Spanish Speaking Cohort Provider

Issue Date: **Monday, 10/07/2024**

RFP Number: CCHD #2025-6

Description of services:

The purpose of this contract is to support the implementation of a Spanish Speaking National Diabetes Prevention Program (DPP) in Cecil County, Maryland. The DPP is an evidence-based Year-Long lifestyle change program created by the Centers for Disease Control and Prevention (CDC). This workshop meets for 26, 1-hour sessions over the course of a full year to assist individuals in creating healthy habits to prevent or delay type 2 diabetes.

Qualifications of Bidders:

Applicants must meet all of the below-listed eligibility criteria to be considered for funding:

- Have experience supporting Cecil County Spanish Speaking communities
- Have staff with project management skills to oversee program implementation
- Ability to recruit at least one Spanish Speaking staff or volunteer to complete lifestyle coach training (virtual and in-person options) and facilitate one, year-long workshop. A second, “back up” coach is recommended for workshop coverage but is not required.
- Allowance for flexible work schedule (participants may request evening or weekend workshops). Workshop scheduling will be at the discretion of the contracted organization considering participant availability and trained Lifestyle Coach(es) schedules.
- Submit a completed [Organizational Capacity Assessment](#) with this application.

Contract Term: The contract resulting from this RFP will expire on June 30, 2025.

Issuing Office: Cecil County Health Department

Issuing Office Point of Contact: cchd.procurement@maryland.gov
Procurement

Contract Monitor: Lily Hilferty, Health Promotions

Deadline for receipt of proposals: **Friday, November 8, 2024, 3:00 PM EDST**

Proposals Received At: cchd.procurement@maryland.gov
Cecil County Health Department

No Minority Business Enterprise subcontracting goal was established for the contract resulting from this solicitation; however, Certified Minority Business Enterprise vendors are encouraged to submit proposals.

Note: Minority Business Enterprises are encouraged to respond to this solicitation notice.

**STANDARD SOLICITATION:
COMPETITIVE PROPOSALS**

Cecil County Health Department

**National Diabetes Prevention Program
Spanish Speaking Cohort Provider**

PART I - SOLICITATION INFORMATION AND INSTRUCTIONS

General:

The Cecil County Health Department, A unit of the Maryland Department of Health, hereinafter called the Department; desires competitive sealed proposals for the purpose of obtaining the service(s) described in PART II of this solicitation.

ATTENTION: Proposals should be typewritten or written legibly in ink. The signer shall initial all erasures and other changes in ink. All Proposals shall be labeled with the solicitation title and number.

Proposal Due Date and Time:

Proposals will be received via email: cchd.procurement@maryland.gov
Until 3:00 PM, November 8, 2024 (local time – Eastern Standard Time)
Any Proposal not received by this time and date shall not be considered.

Delivery of Proposals:

Proposals must be submitted via email to cchd.procurement@maryland.gov and include one copy of the cover page, application narrative, and any applicable supporting documentation with the subject line *“Response to RFP CCHD #2025-6, National Diabetes Prevention Program Spanish.”*

Electronic Funds Transfer:

Electronic Funds Transfer (EFT) is available. If the awarded contractor prefers payment via electronic funds transfer rather than via check, a form will be provided upon execution of the contract.

Procurement Officer:

The Procurement Officer responsible for this solicitation is:

Sandra Ferguson
Administrative Services
Cecil County Health Department
401 Bow Street
Elkton, MD 21921-5501
cchd.procurement@maryland.gov

Proposal Format:

Proposals must address the following areas:

Proposal Submission Cover Page

All proposals must include the Proposal Cover Page included in this RFP. An electronic copy in MS Word format may be obtained by contacting cchd.procurement@maryland.gov

Description of Consultant/Organization

Provide a background of the offeror, citing information demonstrating the ability to meet the eligibility requirements outlined in the Key Information Summary Page Qualifications of Bidders.

Proposal Narrative

The proposal narrative shall delineate how the offeror will achieve the goals and objectives outlined in Section II.

Budget

The contract award will be on a cost-reimbursement basis. A detailed budget must be submitted on the forms provided in **Appendix B** (MDH 4432A-H). Funds may not be carried over beyond the term of the contract; therefore, the budget shall include only expenses which will be incurred by June 30, 2025.

Insurance

Prior to commencing work on this contract, the Contractor shall provide the Department with a Certificate of Insurance for itself and any subcontractor under the agreement covering claims arising from the operations and provided under the contract

All coverage shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30-day notice of cancellation or non-renewal to the Department's Procurement Officer. All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted).

Additional Proposal Submission Requirements:

Proposal Affidavit

All bidders must complete and submit with their Proposal, the Proposal Affidavit attached hereto. Proposals that do not include the Proposal Affidavit may be considered non-responsive and rejected by the Procurement Officer.

Legal Action Summary

The Bidder shall provide a Legal Action Summary that includes:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the bidder and a brief description of any such action.
- b. A brief description of any settled or closed legal actions or claims against the bidder over the past five (5) years.
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.

- d. In instances where litigation is ongoing and the bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

Offeror shall certify that he/she is not in arrears on any payments due to the State of Maryland. If accounts were to become in arrears, it may result in the interception of payments due under this contract.

Past State Experience

As part of its offer, each Bidder is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years.

For each identified contract the Bidder is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Minority Business Enterprise (MBE) Affidavits and Documentation

If the bidder is a Minority Business Enterprise, official MBE documentation must be included with the proposal.

Failure to include these documents in the sealed Proposal shall render the Proposal non-responsive and require that the Department not consider the Proposal for award. Proposals must be received by 3:00 PM, November 8, 2024 (EDST).

Contract Award:

The contract will be awarded to the vendor proposing the best comprehensive plan, budget, and acceptable project timeline who is deemed to have the most demonstrated experience in developing and implementing the requested services.

PART II – SPECIFIC REQUIREMENTS/DELIVERABLES OF PROPOSED CONTRACT SPECIFICATIONS

Background:

The Cecil County Health Department has offered the National Diabetes Prevention Program (DPP) since the Maryland state Fiscal Year 2017 and aims to expand the reach of this program through this funding opportunity. This opportunity will help launch the expansion of diabetes prevention services in Cecil County but will not support the entirety of the work that is required for ongoing Spanish DPP service delivery. Additional funds will be necessary for the funded organization to sustain the program beyond that contract period. Resource & fund matching is highly encouraged.

Vendor requirements:

Offerors must have the capacity to meet the eligibility criteria outlined on the Key Information Summary Page, Qualifications of Bidders.

Important Requirements

- Experience supporting Cecil County Spanish Speaking communities
- Excellent communication skills
- Staff with project management skills to oversee program implementation
- At least one Spanish Speaking staff or volunteer to complete lifestyle coach training (virtual and in-person options) and facilitate one, year-long workshop.
- Background check required
- Flexible work schedule (participants may request evening or weekend workshops).
Workshop scheduling will be at the discretion of the contracted organization considering participant availability and trained Lifestyle Coach schedules.
- A completed [Organizational Capacity Assessment](#) submitted with this application.

Scope of Services:

The contracted provider will be responsible to:

- Maintain documentation of and submit to the contract monitor reports of expenses related to the activities below. Allowable Expenses:
 - Staff hours
 - Training
 - Supplies
 - Overhead (e.g. travel, site rental fees, and advertising.) Overhead purchases must be approved by the Cecil County Health Department contract monitor.
- [Assign Staffing:](#)
 - One staff member to oversee the coordination and data management for the DPP
 - One staff member or volunteer trained as a Lifestyle Coach to facilitate the DPP in Spanish (can be the same staff member filling the coordinator and data management roles).

- Become a recognized provider through the [CDC Diabetes Prevention Recognition Program \(DPRP\)](#)
 - Review CDC DPRP [2024 Standard & Operating Procedures](#)
 - Complete Organizational Capacity Assessment (submit with application)
 - Complete CDC DPRP application to become a recognized provider
- Implement one Spanish Speaking Cohort (group)
 - Schedule one cohort in the contracted organization’s selected delivery mode (see CDC DPRP [2024 Standard & Operating Procedures](#) section II D.)
 - Advertise, recruit and enroll 10 participants into the scheduled workshop.
 - Facilitate one Spanish Speaking DPP cohort (group) starting by June 30, 2025.
 - Order program supplies.
 - Print and distribute handouts at each session.
 - Maintain enrollment data and Lifestyle Coach Logs in compliance with CDC DPRP Standards and HIPAA.

- Create a Sustainability Plan

The contracted organization will offer the first cohort at no cost. However, during the contracted period, the funded organization will be asked to create Sustainability Plans for Fiscal Year 2026 (July 1, 2025 – June 30, 2026). Sustainability Plan activities could include but are not limited to:

- Partnering with CCHD through an [Umbrella Hub Agreement](#)
- Establishing an independent fiscal structure for the Spanish NDPP. “Each CDC-recognized organization determines how much program participants will be charged. On average, the cost per participant is roughly \$500 for the 12-month program. There are many private and public insurers, such as Medicare, covering the program. CDC-recognized organizations also determine how to cover program costs for participants who are uninsured or underinsured.” - [CDC National Diabetes Prevention Program Center Customer Service Center](#). If the funded organization creates their own fiscal structure, they will be advised to consider options for offering the program at low or no cost. Options could include applying for grants to cover participant expenses, using a sliding scale fee, etc.

Responsibilities:

Specific Duties/Tasks

- Complete [Lifestyle Coach Training](#) through a CDC-recognized Master Trainer training entity such as [Diabetes Training and Technical Assistance Center \(DTTAC\)](#).
- Attend quarterly state meetings/training related to delivery of National Diabetes Prevention Program
- Implement One Spanish-Speaking National Diabetes Prevention Program.
 - Create a schedule for one DPP workshop (dates, time, location)
 - Recruit/Enroll 10 people
 - Order Program Supplies. Could include but not be limited to:
 - Office Supplies such as binders and paper to print and distribute session handouts, scales, water bottles, etc. Supplies must be related to program delivery and approved by the Cecil County Health Department contract monitor prior to purchasing.
 - Collect and maintain program data (attendance, weight & activity minutes)
- Meet with the contract monitor monthly to verbally report progress and any issues that may arise and ensure that deliverables of the contract are on track to be met.

- Submit quarterly progress reports
- Maintain required paperwork to invoice for services (e.g. staff time spent, training attended, supplies ordered, etc.) and allowable expenses (e.g.)
- Submit timesheet/invoices weekly to Contract Monitor

Content of Proposals:

Narrative Application:

- 1 page summary of project plan
- Required Attachments:
 - Budget: Form 432 A - H
 - Budget Narrative: 1 - 2 page outline of expected expenditures. (e.g. training, supplies, advertising, staffing, etc.)
 - Completed [Organizational Capacity Assessment](#)

The term of this contract shall be for the period of **Contract Start Date - June 30, 2025**. The total compensation to be rendered by the contractor shall not exceed **\$20,000**.

PROPOSAL COVER PAGE

CECIL COUNTY HEALTH DEPARTMENT
National Diabetes Prevention Program Spanish Speaking Cohort Provider

Proposal Attested to by _____ Date _____
(Signature)

(Print Name)

Important: Do not alter this page. Failure to fill out this bid page completely, or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page contact the Procurement Officer identified in PART I.

PART III -- GENERAL SOLICITATION AND PROPOSAL PROVISIONS

- A. The Department of Health reserves the right to cancel this solicitation or reject any or all proposals, in whole or in part, to waive minor irregularities in proposals, or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so (COMAR 21.06.02).
- B. All proposals become the property of the Department of Health. Neither the Department nor the State of Maryland shall be responsible for any expenses incurred by the bidders in preparing or submitting their proposals.
- C. All bidders shall acknowledge the receipt of all amendments, addenda, and changes issued in connection with this solicitation.
- D. Proposals may be modified or withdrawn by written notice received in the office designated in this Solicitation before the time and date set for the opening. If expressly permitted in the invitation for proposals, notification of modification or withdrawal may be made by electronic means only in the manner specified in the invitation for proposals.
- E.
 - 1. A Proposal, request to withdraw a Proposal, or a modification to a Proposal is late if it is not received by the Department at the place and by the date and time specified on page 1 of this Solicitation.
 - 2. A late Proposal, late modification, or late request for withdrawal shall not be considered. Exceptions may be made when a late Proposal is received before contract award, and the Proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful Proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted.
- F. All bidders must complete and submit with their Proposal the Proposal Affidavit attached hereto as **Appendix A**.
- G. Unless otherwise specified under PART II of this solicitation, this contract shall be awarded to the responsive and responsible bidder submitting the most favorable proposal..
- H. In the case of tie proposals, the award will be made in accordance with COMAR 21.05.02.14, unless another tie breaker is defined under Section II of this document.
- I. Bidders should give specific attention to the identification of those portions of their proposal that they deem to be confidential, proprietary information, or trade secrets and provide any justification of why this information should not be disclosed under the Annotated Code of Maryland, §§ 10-611 through 10-630 of the State Government Article. Bidders are advised that, upon request for this information from a third party, the Department is required to make an independent determination as to whether the information may or must be divulged to the party. Bidders are further advised that

proposals will be opened publicly unless specifically stated otherwise in Section II (see COMAR 21.05.02.11 and 21.05.02.17).

- J. Any bidder or other interested person who is aggrieved by the award of the contract resulting from this solicitation may protest that decision. If a protest is made, it shall be in accordance with the procedures set forth at COMAR 21.10.02.03. and 04.
- K. The State reserves the right to make the award by item, group of items, or total Proposal if it is in the best interest of the State to do so, unless the bidder specifies in its Proposal that a partial or progressive award is not acceptable. Note: this may render the Proposal non-responsive.
- L. Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preference over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this INVITATION FOR PROPOSALS is in another state submits the most advantageous Proposal; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

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APPENDIX A

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Proposal submitted by the bidder on this project, and terminate any contract awarded based on the Proposal. As part of its proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery,

attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of proposals or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of proposals or proposals for a public or private contract; or

- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
 - (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including 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 business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business 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 §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, 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.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ___) (foreign __) corporation registered in

accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____

Address:_____.

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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)

Revised March 30, 2007

STATE OF MARYLAND
 MARYLAND DEPARTMENT OF HEALTH
 HUMAN SERVICES CONTRACT PROPOSAL

APPENDIX B

A. Vendor Information: _____

Organization: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Telephone:** _____

Mailing Address (if other than shown above): _____

Federal Employer I.D.: _____ **Minority Enterprise** **Yes** **No**

Fiscal Year or Period for which Funds are Requested: _____

Type of Service To Be Funded: _____

Performance Measures Detail Attached **Yes** **No**

Area/Jurisdiction To Be Served: _____

Does the Organization Do Fundraising: **Yes** **No**

Are any of the State supported costs being used to generate fundraising dollars **Yes** **No**

Type of Proposal: **New** **One-Time Only** **Renewal** **Supplement**

B. Affirmations and Signature of Certifying Official: (Mark Appropriate Box(es))

If the local health officer has not signed below, a copy of this application was sent to that official simultaneously with this submission

A program narrative is attached for each service.

On behalf of the governing board or other executive authority of the above named organization, I affirm that the information and estimates conveyed in this application are true and accurate to the best of my knowledge.

Signature: _____ **Date:** _____

Name Printed or Typed: _____ **Title:** _____

C. Third Party Review:

Reviewing Official	Signature	Date	Reviewed	Approved	Disapproved	Attached
Local Health Officer						
Advisory Council						
Local Govt. Auth.						
Regional Director						
Other (Specify)						

D. For DHMH Use Only

PROGRAM BUDGET

PROGRAM ADMINISTRATION: _____
GRANT NUMBER: _____ **DATE SUBMITTED:** _____
CONTRACT PERIOD: _____ **FISCAL YEAR:** _____
ORGANIZATION: _____ **PHONE #:** _____
STREET ADDRESS: _____
CITY, STATE, COUNTY: _____ **ZIP:** _____
PROGRAM TITLE: _____
CHARGEABLE SERVICES (Y/N) _____ **DHMH PROVIDES 50% OR MORE OF FUNDING (Y/N)** _____
FOR DHMH USE ONLY _____

OTHER DIRECT FUNDING

LINE ITEMS MAY NOT BE CHANGED	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	PROGRAM BUDGET
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES						
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE						
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						
INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING						

"OTHER" LINE ITEM JUSIFICATION/DETAIL

ANTICIPATED SOURCES OF FUNDING

SOURCES	AMOUNT
DHMH AWARD	
DHMH SUPPLEMENT	
LOCAL GOV'T	
OTHER AWARD - FED, STATE OR PRIVATE AGENCY (SPECIFY)	
FEEES	
DHMH CLIENT FEE COLLECTIONS	
OTHER CLIENT FEE COLLECTIONS	
MEDICAID PAYMENTS	
MEDICARE PAYMENTS	
INSURANCE/PRIVATE	
SSI	
OTHER - IDENTIFY	
FUNDRAISING/DONATIONS	
UNITED CHARITIES	
INTEREST	
Total Funding (Must Equal Total Costs in Total Program Budget on Budget Face Sheet)	

IN-KIND CONTRIBUTIONS (IDENTIFY)	VALUE

TOTAL CASH PLUS IN-KIND	
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