

**HARFORD COUNTY HEALTH DEPARTMENT**

**FAMILY RECOVERY COURT SERVICES  
Division of Addiction Services  
CONTRACT NO. HCHD 14-002**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **Harford County Health Department**, an agency of the State of Maryland, hereinafter referred to as the "Health Department" and **Contractor's Name, a Maryland Corporation** hereinafter called the "Contractor".

WHEREAS, the Health Department Division of Addiction Services has provided substance abuse treatment services for many years;

WHEREAS, the Health Department seeks to divert individuals suffering from substance use disorders from incarceration through participation in the Family Court Recovery program; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intending to be legally bound, agree as follows:

**SECTION I: ITEM**

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide substance abuse treatment services, which are described in EXHIBIT A and is attached and incorporated by reference herein, for participants of the Harford County Family Recovery Court on an as required basis during the term of the Agreement.

**SECTION II: TYPE OF AGREEMENT**

A. This is a Price Agreement under which the Health Department is obligated during the term of the Agreement to obtain its normal requirements for substance abuse treatment services for participants of the Harford County Family Recovery Court from the Contractor and the Contractor is obligated to provide those substance abuse treatment services, which the Health Department requires in its operation.

B. Should an emergency arise for the Family Recovery Court Services for participants of the Health Department, which cannot be supplied by the Contractor, the Health Department reserves the right to contract said services from other sources to meet these emergency needs without prejudice of the Agreement.

### SECTION III: PAYMENT PROVISIONS

- A. The Health Department agrees to pay the Contractor as the consideration for the full and faithful performance of the services requested, at an amount of \$\_\_\_\_\_ per week for each individual enrolled in the project with the Contractor and \$ 5.00 per test for an additional random, clinically indicated urine testing beyond once per month.
- B. The Contractor agrees to bill the Health Department by the 15<sup>th</sup> of each month certifying thereto that the work and services have been performed, that payment for the work has not been received, and that the amount specified is due and owing.
- C. All invoices must be signed and dated, and include the following:
- a) Contractor's name and mailing address;
  - b) Contractor's Federal Tax Identification or Social Security Number;
  - c) Contract Number HCHD 14-002
  - d) Time period covered by the invoice;
  - e) A line item per client with name, patient identifier number, dates of service, services received, including phase of treatment initiated, portion paid by each patient, and amount of requested payment
  - f) Total amount due
- D. All invoices are to be addressed to:  
Harford County Health Department  
Accounts Payable  
P.O. Box 797  
Bel Air, Maryland 21014  
Contract HCHD 14-002
- E. A copy of all invoices must be marked "copy" and sent to:  
Mary-Claire Brett  
Contract Administrator  
Harford County Health Department  
Division of Addiction Services  
P.O. Box 797  
Bel Air, Maryland 21014
- F. Electronic funds transfer is required for payment. The Contractor shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. To register visit <http://compnet.comp.state.md.us/gad> and click on electronic funds transfer. Call 888-784-0144 for questions relating to the electronic process.

#### **SECTION IV: TERM**

A. The term of this Agreement shall commence on July 1, 2013 and expire on June 30, 2014 with the Health Department having the exclusive option to renew the Agreement for an additional one (1) year period under the same terms, conditions and prices.

B. This Agreement may be canceled or terminated by the Health Department for any breach by the Contractor and all money due the Contractor or becoming due hereunder shall be forfeited for any breach of the terms or conditions of this Agreement.

#### **SECTION V: NON-COLLUSION**

The Contractor, his agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

#### **SECTION VI: NON-DISCRIMINATION**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### **SECTION VII: TERMINATIONS**

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the Health Department in accordance with this clause in whole, or from time to time in part, whenever the Health Department shall determine that such termination is in the best interest of the Health Department. The Health Department will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment of the benefit of the creditors, or if a receiver is appointed on account of his insolvency, or if it persistently refuses or fails to perform the work indicated in this Invitation for Bids or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement documents, then the Health Department, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendars days written notice, terminate the employment of the Contractor. Any written notices required by this Contract shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, (C) certified mail, or (D) overnight courier service.

Any notice required by this Agreement is to be sent to the Contractor at:

Any notice required by this Agreement is to be sent to the Health Department at:

Mary-Claire Brett  
Harford County Health Department  
120 S. Hays Street, Suite 300  
Bel Air, Maryland 21014

**SECTION VIII: CHANGES ON AGREEMENT**

No modification shall be made to this Agreement without the express authorization of the Procurement Officer. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

**SECTION IX: LAWS**

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract; and it further agrees to comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

## **SECTION X: AFFIDAVITS**

Proposal Affidavit and Contract Affidavit, Appendices A and B, respectively, are attached hereto and incorporated by reference.

## **SECTION XI: SUPREMACY CLAUSE**

In the event of a conflict between the terms and conditions of this Agreement and EXHIBIT A, the parties agree that EXHIBIT A shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent.

## **XII: TERMINATION/CANCELLATION**

In the event the Contractor fails to meet any of the requirements of the Agreement, the Health Department may terminate the Agreement at any time by providing sixty (60) days written notice to the Contractor. In the event the Contractor should wish to terminate the Agreement at any time, a one hundred and twenty (120) day written notice is required.

## **SECTION XIII: FEDERAL BLOCK GRANT AWARD**

The Contractor and any sub-contractor shall abide by the Conditions of the Federal Block Grant Award to include 45 CFR Part 76 and §96.126-128 and 96.132, COMAR, ADAA General Conditions of Grant Award, and ADAA Specific Conditions of Grant Award.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

**WITNESS/ATTEST:**

\_\_\_\_\_

**CONTRACTOR'S NAME**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**WITNESS/ATTEST:**

\_\_\_\_\_

**HARFORD COUNTY HEALTH DEPARTMENT**

By: \_\_\_\_\_  
Susan Kelly, RS  
Health Officer

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
Richard G. Herbig  
Senior Assistant County Attorney

**APPROVED FOR PROCUREMENT SUFFICIENCY**

\_\_\_\_\_  
Marcy Austin  
Director of Administration

\_\_\_\_\_  
Date