

*BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2015*

*Issued: June 25, 2015
Work Session: June 30, 2015
Legislative Day No. 12: July 6, 2015*

*The accompanying notes are
compiled from unaudited
information provided by
the Administration and
other sources.*



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

July 6, 2015

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2015, LEGISLATIVE DAY NO. 12
JULY 6, 2015 6:00 P.M.**

CEB = CURRENT EXPENSE BUDGET
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE

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CALL OF BILLS FOR FINAL READING AND VOTE

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1 Bill 47-15 - Mrs. Bevins(By Req.) - CEB - Security Equipment Enhancement Program

COUNCIL

3 Bill 48-15 - Councilmembers Crandell & Kach - M.L. Zone

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APPROVAL OF FISCAL MATTERS/CONTRACTS

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JAMES JOHNSON, CHIEF, POLICE DEPARTMENT

10 2. Contracts - (2) - Serology & DNA Testing Services - Police

DEBORAH RICHARDSON, DIRECTOR, DEPARTMENT OF CORRECTIONS

13 3. Amendment to Contract - Conmed, Inc. - Healthcare Services - Corrections

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

17 4. Contract - MSP Superior Services, Inc. - High Dusting & Cleaning Services - OBF

19 5. Amendment to Contract - Ark Systems, Inc. - Fire Alarm Maintenance - OBF

21 6. Contract - Clifton Larson Allen, LLP - Annual Audits - OBF

ROBERT STRADLING, DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY

24 7. Contract - United States Tower Services Limited - Maintenance/Repair - Radio Towers - OIT

27 8. Contracts - (2) - Maintenance/Repair - HVAC - Computer Rooms, etc. - OIT

DR. GREGORY BRANCH, DEPARTMENT OF HEALTH & HUMAN SERVICES

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36 10. Lease Agreement - Karma Ventures, LLC - Young Parent Support Ctr. (YPSC) & Essex Health Ctr. - HHS

39 11. Lease Agreement - Karma Ventures, LLC - Women, Infants & Children (WIC) Program - HHS

42 12. Amendment #2 to Contract - Associated Catholic Charities - Therapeutic After-school Activities - HHS

JOANNE WILLIAMS, DIRECTOR, DEPARTMENT OF AGING

46 13. Contract - The IMAGE Center - Options Counseling & Medicaid Application Assistance - Aging

49 14. Contracts - (24) - Assistance/Supervision - Physically/Mentally Impaired - Adult Daycare Services - Aging

53 15. Contract - The IMAGE Center - Support for Maryland Access Point (MAP) Office - Aging

56 16. Contracts - (4) - Congregate Meals for residents - Weinberg/TABCO/Parkview/Essex Co-Op - Aging

62 17. Contracts - (2) - Assisted Living Care Services/Measure of Monetary Support - Aging

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

65 18. Contract - Walker Parking Consultants/Engineers, Inc.-Repairs/Demo. - Public Safety Bldg. & Drumcastle Garages - OBF

**BALTIMORE COUNTY COUNCIL AGENDA
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MISCELLANEOUS BUSINESS

COUNCIL

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77 (b)(3) - Non-Competitive Awards (May 19, 2015)
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AMY GROSSI, REAL ESTATE COMPLIANCE

- 68 2. Res. 46-15 - Mrs. Bevins(By Req.) - Exchange of Real Property - Helix Health System, Inc.

COUNCIL

- 71 3. Res. 47-15 - Mrs. Bevins - Planned Unit Development - Water's Landing At Middle River
4. Res. 48-15 - Mr. Kach - Property Tax Exemption - DAV - Scott R. Steinberg
5. Res. 49-15 - Mr. Kach - Property Tax Exemption - DAV - Phillip R. Curran
6. Res. 50-15 - Mr. Kach - Property Tax Exemption - DAV - William L. Gill
7. Res. 51-15 - Mr. Jones - Property Tax Exemption - DAV - Debra L. Schools
8. Res. 52-15- Mrs. Almond - Property Tax Exemption - DAV - Edward G. Rixham
9. Res. 53-15 - Mr. Crandell - Property Tax Exemption - DAV - Edward B. Rohrs

Bill 47-15 (Supplemental Appropriation)

Council District(s) All

Mrs. Bevins (By Req.)

Department of Corrections

Security Equipment Enhancement Program

The Administration is requesting a supplemental appropriation of federal funds totaling \$69,383 to the Security Equipment Enhancement Gifts and Grants Fund program. The funds will be used to purchase body scanners (metal detectors), stab-resistant vests, and other equipment to improve security at the County’s Detention Center.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State	--	--	--
Federal ⁽¹⁾	\$ 69,383	--	\$ 69,383
Other	--	--	--
Total	<u>\$ 69,383</u>	<u>--</u>	<u>\$ 69,383</u>

⁽¹⁾ U.S. Department of Justice, Bureau of Justice Assistance funds passed through the Governor’s Office of Crime Control & Prevention. No County matching funds are required.

Analysis

The proposed \$69,383 supplemental appropriation will be used to purchase 4 metal-detecting body scanners (\$40,444), 45 stab-resistant vests (\$20,893), an alcomonitor and printer (\$4,175), 1,000 flex cuffs (\$954), a full body manikin and trauma kit (\$1,502), and 9 training shields (\$1,415). The Department advised that its four current metal detectors, which are used in the front lobby, intake/processing, and work release areas of the Detention Center, are obsolete; the new

scanners will be more sensitive and have a greater ability to detect metal objects than the current scanners, thus reducing the amount of staff time spent screening individuals and improving security. The Department further advised that the stab-resistant vests will be issued to the Department's Emergency Response Team (ERT), which responds to incidents occurring within the Detention Center. The Department advised that the security equipment may also be issued to non-ERT captains or lieutenants who also respond to emergency incidents.

The grant period is July 1, 2015 through August 31, 2015. No County matching funds are required for this grant.

With the affirmative vote of five members of the County Council, Bill 47-15 will take effect July 19, 2015.

Bill 48-15

Council District(s) All

Councilmembers Crandell & Kach

M.L. Zone

Bill 48-15 permits the retail sale of firearms in the M.L. (Manufacturing, Light) Zone as a matter of right, if the use is located in an I.M. (Industrial, Major) District.

The M.L. Zone allows a variety of uses by right. Certain retail or service uses are permitted if they are located in a planned industrial park at least 25 acres in net area, or in an I.M. District, or in a combination A.S. (Automotive Service) and I.M. District. There are 30 such uses listed; these uses include banks, car washes, dormitories, food stores, gas stations, liquor stores, garages, schools, taverns, etc. The I.M. District is applied only to certain areas individually containing 100 acres or more of land zoned for industrial or semi-industrial use (M.H. (Manufacturing, Heavy), M.L., M.L.R. (Manufacturing, Light, Restricted), M.R. (Manufacturing, Restricted), B.R.(Business, Roadside), and/or B.M. (Business, Major)), undivided by expressways or freeways.

Bill 48-15 shall take effect 45 days after its enactment.

Bill 49-15**Council District(s) 2**

Mrs. Almond

Zoning Regulations – Parking

Bill 49-15 amends the Baltimore County Zoning Regulations to revise certain parking requirements for retail uses in the Pikesville Commercial Revitalization District.

Under current law, the minimum number of required off-street parking spaces for retail uses is three per 1,000 sq. ft. of gross floor area in the C.T. (Commercial, Towson Center Core) District of Towson and five per 1,000 sq. ft. of gross floor area elsewhere. There are certain exceptions for historic buildings.

Bill 49-15 provides that in the Pikesville Commercial Revitalization District, the minimum required number of spaces is three per 1,000 sq. ft. of gross floor area. However, a minimum investment of \$2 million in interior or exterior improvements is required for a new retail use. The improvements must be made within 6 months of the filing of the parking plan and verified by the Director of Permits, Approvals and Inspections.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 49-15 will take effect on July 20, 2015.

Bill 50-15**Council District(s) All**

Mr. Kach

Zoning Regulations – Conservation Burial Ground

Bill 50-15 revises the section of the Baltimore County Zoning Regulations pertaining to conservation burial grounds.

Initially, Bill 6-15 was passed by the County Council on February 17, 2015 to permit a new use – the conservation burial ground – in the R.C. 8 (Resource Conservation, Environmental Enhancement) Zone by special exception. The bill intended to create a “green” or natural burial that is a more environmentally friendly option than the traditional embalming or cremation process. It defines a conservation burial ground as “any property permanently protected under a conservation easement intended for use for the burial or permanent disposition of the remains of the dead, utilizing natural burial methods and biodegradable materials that permit the body to return naturally to the earth.”

The bill also places certain conditions on the use, including that the burial ground must be designed, operated, and maintained in a manner that produces a natural appearance of the land; the land must be subject to a permanent conservation easement and qualified land trust, with a minimum of 60 acres of land, and buildings or structures subject to the easement limitations; memorial grave markers may not be raised above the ground and must consist of native and natural materials; a maximum of 100 burials per acre is permitted; the conservation burial ground must comply with all requirements of state law; and the owner of the conservation burial ground is required to file a plat of the burial ground with the Department of Permits, Approvals and Inspections.

Bill 50-15 imposes additional conditions on the use to ensure that a conservation burial ground does not have any negative effects on nearby water quality as it relates to human health and the environment. The bill requires the owner of land on which a conservation burial ground is to be located to present at a special exception hearing the findings of a hydrogeologist. A hydrogeologist

is an individual who studies the ways that groundwater (hydro) moves and distributes through the soil and rock of the earth (geology), as opposed to a hydrologist, who mainly studies surface water. The findings are to include:

- (a) A determination of the distribution and flow of groundwater through the land, and the topography of properties contiguous to the land;
- (b) The location of any active wells on properties contiguous to the land;
- (c) The effect, if any, of buried remains on the water quality of adjacent properties; and
- (d) Recommendations as to the appropriate number, and location and placement, of burial sites based on the findings in (a), (b) and (c) above.

The bill also requires the Director of the Department of Environmental Protection and Sustainability to adopt regulations to administer and enforce the conservation burial ground section.

Finally, the sponsor of Bill 50-15 has consulted with the Department of Environmental Protection and Sustainability, particularly the professionals in the Department's Groundwater Management Section, and they have provided additional input on the bill, which may result in amendments being offered.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 50-15 will take effect on July 20, 2015.

FM-1 (2 Contracts)

Council District(s) All

Department of Public Works

Tree Removal/Trimming and Stump Removal Services

The Administration is requesting approval of two contracts to provide on-call tree trimming, tree removal, and stump removal services throughout the County. The two contractors are Ex-Cel Tree Expert Company, Inc. (primary contractor) and Forest Valley Tree & Turf, LLC (secondary contractor). The contracts commenced April 20, 2015, continue through June 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through April 19, 2016 and will automatically renew for four additional 1-year periods, with the option to further extend the initial term or any renewal term an additional 120 days. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$2,290,623 for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed \$2,098,077 for Ex-Cel Tree Expert Company, Inc. and \$2,290,623 for Forest Valley Tree & Turf, LLC.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 2,290,623	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Maximum compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 2,290,623 ⁽²⁾	

Analysis

The contractors will clear trees and limbs from highways, roadways, and areas around sidewalks, curbs, and gutters. The contractors will provide tree trimming, tree removal, and stump removal services as needed at various locations throughout Baltimore County as required by the Department of Public Works, Bureau of Highways and the Office of Budget and Finance, Property Management Division. The contractors will furnish all labor, materials, supervision, transportation, fuel, equipment, and related items necessary to perform the services. The contracts also provide that, in the event of an emergency, the contractors must respond to a job site within 2 hours of notification by the County.

Unit prices range from \$10 to \$1,775 for Ex-Cel Tree Expert, Inc. and from \$70 to \$1,680 for Forest Valley Turf & Tree, LLC, depending upon the type of service (e.g., tree trimming versus tree and stump removal) and the diameter of the tree or stump. In addition, the contracts provide compensation to the contractors for mobilization and equipment rental. The unit prices include a mark-up of 99% for Ex-Cel Tree Experts, Inc. and 75% for Forest Valley Turf & Tree, LLC for any work performed during non-business hours (Monday-Friday, from 5:00 p.m. to 7:00 a.m., weekends, or holidays).

The contracts commenced April 20, 2015, continue through June 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through April 19, 2016 and will automatically renew for four additional 1-year periods, with the option to further extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$2,290,623 for the entire 5-year and 4-month term, including the renewal and extension periods. Compensation may not exceed \$2,098,077 for Ex-Cel Tree Expert Company, Inc. and \$2,290,623 for Forest Valley Tree & Turf, LLC. The Purchasing Division advised that as of June 11, 2015, no expenditures have been incurred.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on

the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process based on the two lowest responsible and responsive bids from nine bids received of which one bid was withdrawn.

On March 15, 2010, the Council approved a 5-year and 4-month contract not to exceed \$1,421,303 with Ex-Cel Tree Expert Company, Inc. to provide similar services. On September 17, 2012, the Council approved a contract amendment that increased the maximum compensation by \$2,100,000 to \$3,521,303 for increased services due to unanticipated weather events and the reassignment of work previously performed by the Department of Recreation and Parks' maintenance staff. The Purchasing Division advised that as of June 5, 2015, expenditures under this contract totaled \$2,595,677.

In addition, on March 4, 2013, the Council approved two 5-year and 4-month term contracts with Pittman's Tree and Landscaping, Inc. and Miller Tree Service, Inc. to provide similar services, including emergency and storm damage work. As of June 3, 2015, expenditures under the contracts totaled \$1,009 and \$13,060, respectively. The Purchasing Division advised that the contract with Pittman's Tree and Landscaping, Inc. has been terminated and the contract with Miller Tree Service, Inc. will remain in effect. Further, the Department of Public Works, Bureau of Solid Waste Management has a 2-year contract with Ex-Cel Tree Expert Company, Inc. for tree trimming and pruning services to clear alleys for the trash haulers that expires August 31, 2015. As of June 3, 2015, expenditures under the contract totaled \$21,530. The Purchasing Division advised that a new procurement solicitation is currently posted on the County's website for these services.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year..."

FM-2 (2 Contracts)

Council District(s) All

Police Department

Serology & DNA Testing Services

The Administration is requesting approval of two contracts to provide forensic serology (the detection, classification, and study of bodily fluids and their relationships to crime scenes) and DNA testing services for the Police Department’s Forensic Services Section, Biology Unit, on an as-needed basis. The two contractors are The Bode Technology Group, Inc. and Trinity DNA Solutions, LLC. The contracts commenced March 1, 2015, continue through June 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through February 29, 2016 and will automatically renew for four additional 1-year periods, with the option to further extend the initial term or any renewal term an additional 90 days. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$1.2 million for the entire 5-year and 3-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,200,000	⁽¹⁾ General Fund Operating Budget.
State	--	⁽²⁾ Maximum compensation for both contractors combined for the entire 5-year and 3-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
Federal	--	
Other	--	
Total	<u>\$ 1,200,000</u> ⁽²⁾	

Analysis

The Department advised that contracts for forensic serology and DNA testing services are necessary due to the inability and, in some cases, lack of appropriate physical facilities to perform certain specialized tests in-house. In addition, outsourcing these services addresses factors such as an infrequent need for certain types of tests, staff training requirements, and limited Department staffing resources (four qualified forensic biologists and two serologists on staff). The Department noted that it will determine which of the two contractors to use on a case-by-case basis, depending on the type of test and turnaround period required; however, the Department advised that it must perform a site visit prior to assigning work to Trinity DNA Solutions, LLC to comply with the FBI's quality assurance standards, and the timing of this visit has not been determined. (The Department advised that a site visit to The Bode Technology Group, Inc. is not required because the company is a current contractor.)

The various serology and DNA tests are billed at unit prices ranging from \$150 to \$2,750, depending on the contractor and type of test required. Test results are to be reported to the County within 45 calendar days. In the event that a 10-, 20-, or 30-day turnaround period for the test results is required, additional charges ranging from \$50 to \$500 will apply, depending upon the contractor and the turnaround period required. The contractor may be assessed a penalty if the standard turnaround time is not met. The penalty may be the reduction of the contractor's fee by 5% of the total cost of the case analysis per day for each day exceeding the 45-day limit.

The contracts commenced March 1, 2015, continue through June 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through February 29, 2016 and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$1.2 million for the entire 5-year and 3-month term, including the renewal and extension periods. As of June 12, 2015, \$11,232 has been encumbered for services under the contract with The Bode Technology Group, Inc.

The County may entertain a request for escalation in unit prices in any year subsequent to the first 2 years in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of

Labor Statistics at the time of the request or up to a maximum 5% on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process to the lowest responsive and responsible bidders from six bids received.

On August 3, 2009, the Council approved three 6-year and 3-month contracts (effective March 1, 2009) with The Bode Technology Group, Inc.; National Medical Services, Inc. d/b/a NMS Labs; and Orchid Cellmark, Inc. not to exceed a combined \$1.2 million for DNA testing services. As of June 12, 2015, expenditures under the three contracts totaled \$274,799.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-3 (Contract Amendment)

Council District(s) All

Department of Corrections

Healthcare Services

The Administration is requesting an amendment to a contract with CONMED, Inc. to continue to provide healthcare services for inmates at the Baltimore County Detention Center (BCDC). The current contract expires September 14, 2015. The proposed amendment extends the current contract for an additional 2-year period through September 14, 2017 and increases estimated compensation by \$13,632,845, from \$55,460,335 to \$69,093,180, for the entire 11-year term, including the extension period. Maximum compensation is limited to the amount appropriated. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Total Compensation	Amended Total Compensation
County ⁽¹⁾	\$ 13,632,845	\$ 55,460,335	\$ 69,093,180
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 13,632,845</u> ⁽²⁾	<u>\$ 55,460,335</u> ⁽³⁾	<u>\$ 69,093,180</u> ⁽⁴⁾

(1) General Fund Operating Budget.

(2) Maximum compensation for the additional 2-year extension period.

(3) Estimated compensation for the original 9-year contract, including the renewal periods, that was to expire September 14, 2015.

(4) Estimated compensation for the entire 11-year term, including the 2-year extension period.

Analysis

The contractor will continue to provide medical care, including dental services, psychiatric services, and pharmaceuticals, to the BCDC inmate population. The Department advised that the contractor will serve an average daily population (ADP) of 1,200 inmates.

On June 4, 2007, the Council approved the original 9-year contract, which commenced September 15, 2006. The contract provided compensation of \$5,569,805 per contract year and \$5.10 per inmate per day for any inmates in excess of 1,350 (excluding home detention inmates). For each subsequent contract year, the County shall grant a price escalation in accordance with the Consumer Price Index-All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The contract provides that in no event shall the compensation paid to the contractor exceed the approved appropriation during the term of this agreement including renewals. The Department estimates that the County will expend \$55,460,335 under the contract as of September 14, 2015 (the original expiration date of the contract).

The proposed amendment extends the current contract for an additional 2-year period through September 14, 2017 and increases estimated compensation by \$13,632,845, from \$55,460,335 to \$69,093,180, for the entire 11-year term, including the extension period. The compensation for the additional 2-year period reflects current contract costs with no CPI increase. The amendment specifies that the contractor will be paid \$6,816,422 per contract year and \$5.24 per inmate per day for any inmates in excess of 1,400 (excluding home detention inmates). In addition, the amendment provides for various technical changes, including changes to guidelines for inmate physicals, mental health services, administration of prescriptions, and staffing. All other terms and conditions remain the same. The County may terminate the agreement by providing prior written notice.

Because of contract disputes with the previous contractor (Prison Health Services, Inc.), the Office of Budget and Finance, Purchasing Division issued a Request for Proposal (RFP) for these services through a competitive procurement process; CONMED, Inc. was the only respondent to the RFP. On September 15, 2006, the County terminated the contract with Prison Health Services, Inc., and a new contract was awarded to CONMED, Inc.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

**DEPARTMENT OF CORRECTIONS
EXECUTIVE SUMMARY
FOR
HEALTHCARE SERVICES**

The Department of Corrections is requesting Council approval to amend the contract for healthcare services (including medical, mental/behavioral health, and dental) with Correct Care Solutions/Conmed. The current contract commenced September 15, 2006 and will expire on September 14, 2015 with no additional renewal periods.

The Department of Corrections has established a valuable and collaborative relationship over the past 8 years with CCS/Conmed and would like to extend the current contract for one (1) two-year renewal option with an expiration date of September 14, 2017. In exchange for the contract extension CCS/Conmed has proposed the following: services will be provided during the extension period from September 15, 2015 thru September 14, 2017 with no increase in the base cost to Baltimore County. Services for this current contract term are billed at the base cost of \$568,035.19 monthly (\$6,816,422.28 annually). This base price will remain flat thru September 14, 2017 with no CPI increase.

In addition to the extension and the cost remaining the same, there are several changes to the RFP which are noted on the "AMENDMENT NO. 1 TO AGREEMENT" document.

FM-4 (Contract)

Council District(s) All

Office of Budget and Finance

High Dusting & Cleaning Services

The Administration is requesting approval of a contract with MSP Superior Services, Inc. to provide high dusting and cleaning services at various County-owned and/or operated buildings on an annual basis. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods. Compensation may not exceed the amount appropriated for these services. Estimated compensation totals \$90,771 for the initial 1-year term and \$501,570 for the entire 5-year term, including the renewal periods.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County ⁽¹⁾	\$ 90,771	\$ 501,570	⁽¹⁾ General Fund Operating Budget.
State	--	--	⁽²⁾ Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed the amount appropriated for these services.
Federal	--	--	
Other	--	--	
Total	<u>\$ 90,771</u> ⁽²⁾	<u>\$ 501,570</u> ⁽³⁾	⁽³⁾ Estimated compensation for the entire 5-year term, including the renewal periods. The contract does not specify a maximum compensation for the entire 5-year term.

Analysis

The contractor will provide all labor, equipment, tools, cleaning supplies, materials, and supervision to perform high dusting and cleaning services for surfaces over 12 feet from the floor at various County-owned and/or operated buildings. Services to be provided include cleaning of air vents (exterior only), exhaust fans, electrical lights, high-level pipe work, duct work, bar joists,

window sills, ceiling and wall surfaces, and high interior window surfaces. Cleaning methods include wiping down of surfaces, vacuuming, and wiping of surfaces or blowing dust off the surfaces with compressed air. The Office of Budget and Finance, Property Management Division anticipates that each building and/or designated area will be treated on an annual basis, based on a schedule created by the contractor and the Division; cleanings may be scheduled more frequently, as needed.

Services will be performed at a cost of \$0.35 per square foot for labor, materials and equipment, regardless of the time period worked (regular or overtime hours, including nights, weekends and holidays). The contractor and the Division will inspect each area to be cleaned, determine the cleaning method, and the total square footage to be cleaned.

The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year term, including the renewal periods. Rather, the contract states that "In no event shall the compensation paid to the contractor exceed the...approved appropriation during the entire term of this agreement including renewals thereof." Estimated compensation totals \$90,771 for the initial 1-year term and \$501,570 for the entire 5-year term, including the renewal periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit price in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on the lowest responsible and responsive bid from seven bids received.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

FM-5 (Contract Amendment)

Council District(s) All

Office of Budget and Finance

Fire Alarm Maintenance

The Administration is requesting an amendment to the County's existing contract with Ark Systems, Inc. to enable the County to provide fire alarm installations, repairs, parts, inspections, and preventive maintenance at Baltimore County Public Library (BCPL) facilities on an as-needed basis. The amendment increases the maximum compensation of the contract by \$330,000, from \$210,000 to \$540,000. The original contract commenced August 1, 2013 with a 4-year and 5-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 330,000	\$ 210,000	\$ 540,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 330,000</u> ⁽²⁾	<u>\$ 210,000</u>	<u>\$ 540,000</u> ⁽³⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maximum compensation for the provision of BCPL fire alarm systems services for the remaining approximate 2-year and 6-month term of the contract.

⁽³⁾ Maximum compensation for the entire 4-year and 5-month term, including the renewal and extension periods.

Analysis

On September 16, 2013, the Council approved the original 4-year and 5-month contract, which commenced August 1, 2013, with Ark Systems, Inc. to provide all labor, materials, tools, equipment, and supervision to install, repair, inspect, and maintain fire alarms in County-owned and/or operated buildings on an as-needed basis. The contractor tests each location annually. Unit prices range from \$140 to \$2,475 per year, depending on the building. Hourly rates for repair and installation services are \$59.85 and \$74.10 for regular and overtime, respectively, and \$109.75 for emergency services. The contractor's mark-up for materials is 25%.

The proposed amendment is necessary to increase the total compensation since the Office of Budget and Finance (OBF), Property Management Division assumed oversight of all BCPL maintenance, including the repair of fire alarm systems located in BCPL facilities effective July 1, 2014. The proposed amendment increases the maximum compensation of the contract by \$330,000, from \$210,000 to \$540,000 for the contractor to service BCPL facilities. Unit prices for the library sites range from \$245 (North Point Library) to \$1,210 (Randallstown Library) per year, depending on the building. All other terms and conditions remain the same.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum of 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

As of June 8, 2015, \$159,463 has been expended under this contract.

The contractor was selected based on a piggyback of a contract that was competitively procured by Baltimore County Public Schools in December 2012 based on low bid from five bids received.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-6 (Contract)

Council District(s) All

Office of Budget and Finance

Annual Audits

The Administration is requesting approval of a contract with CliftonLarsonAllen, LLP (formerly Clifton Gunderson, LLP) to provide auditing services for the County's annual financial statements and federal financial assistance/awards programs, as well as other auditing services as requested. The contract commenced June 1, 2015, continues through September 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through May 31, 2020 and will automatically renew for two additional 2-year periods, with the option to extend the initial term or any renewal term an additional 90 days. Annual compensation may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation totals \$1,292,224 for the initial 5-year term and \$2,578,673 for the entire 9-year and 3-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Initial Term	Total Compensation
County ⁽¹⁾	\$ 1,164,002	\$ 2,322,801
State ⁽²⁾	109,186	217,885
Federal ⁽³⁾	19,036	37,987
Other	--	--
Total	<u>\$ 1,292,224</u> ⁽⁴⁾	<u>\$ 2,578,673</u> ⁽⁵⁾

⁽¹⁾ General Fund and Employees' Retirement System Operating Budgets.

⁽²⁾ Maryland Department of Business and Economic Development, Maryland Department of Public Safety and Correctional Services, and the Governor's Office for Children.

⁽³⁾ U.S. Department of Housing and Urban Development.

⁽⁴⁾ Estimated compensation for the initial 5-year term. The contract does not specify a maximum compensation for the initial 5-year term. Compensation may not exceed the amount appropriated for these services.

⁽⁵⁾ Estimated compensation for the entire 9-year term and 3-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount appropriated for these services.

Analysis

The contractor will audit the County's financial statements (i.e., Baltimore County primary government and the Employees' Retirement System) and the County's federal financial assistance/awards programs (Single Audit). The contractor will also provide audit and reporting services for the following audits: Landfill Closure and Post-Closure Costs; Maryland 911 Emergency Number Systems Program Schedule of Revenues and Expenditures; Local Management Board Schedule of Revenue and Expenditures; and Section 8 Housing Choice Voucher Program financial statements. Upon request, the contractor may provide consulting and/or auditing services on other related financial issues, including comfort or consent letters related to the issuance of debt; Comcast Rate Review; Audit of Fire and Rescue Expenditures; and Review and Certification of the State of Maryland Uniform Financial Report (UFR).

The contract commenced June 1, 2015, continues through September 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through May 31, 2020 and will automatically renew for two additional 2-year periods with the option to extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 5-year term or for the entire 9-year and 3-month term, including the renewal and extension periods. Rather, the contract states that "In no event shall the total compensation paid to the contractor exceed...the approved appropriation during the entire term of the agreement including renewals thereof...." Estimated compensation totals \$1,292,224 for the initial 5-year term and \$2,578,673 for the entire 9-year and 3-month term, including the renewal and extension periods.

Prior to commencement of each renewal period, the County may entertain a request for an escalation in accordance with the Consumer Price Index – All Urban Consumers – Washington-Baltimore Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on qualifications, value, and experience from four bids received.

On September 19, 2005, the Council approved a 9-year contract, which commenced January 1, 2006, with Clifton Gunderson LLP to provide similar auditing services. Compensation was limited to the amount appropriated; estimated compensation totaled \$2,369,829. On January 5, 2015, the Council approved a 1-year contract amendment (January 1, 2015 through December 31, 2015) not to exceed the amount appropriated for these services to allow time to solicit a new contract for these services (since the contract expired December 31, 2014). Estimated compensation for the 1-year amendment period totaled \$278,000 and increased the estimated compensation from \$1,899,339 to \$2,177,339. The Office of Budget and Finance, Purchasing Division advised that as of June 3, 2015, expenditures under this contract totaled \$2,048,805.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-7 (Contract)

Council District(s) All

Office of Information Technology

Maintenance/Repair – Radio Towers

The Administration is requesting approval of a contract with United States Tower Services, Ltd. (USTS) to provide annual inspections, maintenance, and repair of the County’s radio towers and monopoles. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Maximum compensation may not exceed \$431,058 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 431,058	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 431,058 ⁽²⁾	

Analysis

The contractor will furnish all labor, materials, tools, equipment, services and supervision to perform the required annual inspections, repairs, and preventive maintenance of the County’s radio towers and monopoles. The contractor will annually inspect 21 of the County’s 26 radio towers and monopoles, with the first inspection preferably within 6 months from the contract’s commencement; the remaining 5 radio towers and monopoles will receive repair services only.

For emergency repairs, the contractor must respond to the job site within 4 hours of notification by the County.

The cost for the annual inspections is \$4,884 per guyed (supported) radio tower, \$1,720 per self-supporting radio tower, and \$1,434 per monopole. Repair work will be performed at hourly rates of \$107.50 during regular business hours (Monday through Friday, 8:00 a.m. to 4:00 p.m.) and \$146.50 during overtime hours (evenings 4:00 p.m. to 8:00 a.m., weekends, and holidays). Materials will be billed at a 33% mark-up. Any cost estimate for the repair, modification, or installation of additional equipment exceeding \$2,500 may, at the discretion of the County, be re-bid.

The contract commences upon Council approval, continues for 1-year, and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$431,058 for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on low bid from four bids received.

On June 7, 2010, the Council approved a 5-year and 4-month contract with Versar, Inc. not to exceed \$266,667 for similar services. The Office advised that as of May 29, 2015, \$123,338 has been expended under this contract, which has been only for inspections; emergency repairs have not been needed.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Summary - This fiscal matter is a new Contract between Baltimore County and United States Tower Services, Ltd. (USTS) based in Frederick, MD, for the purpose of maintaining all Baltimore County radio towers, performing preventive maintenance on those towers and providing expert emergency repair as needed. The County's 800 MHz radio system is critical to County operations and requires a contractor that can maintain and repair the County's towers to the highest levels of Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) standards, as well as Local, State and manufacturer's guidelines and specifications.

History - Baltimore County has a significant investment in its radio towers, both in terms of monetary investment and an investment to County operations including Public Safety, Public Works and Emergency Communications. The twenty-six (26) radio towers and monopole antennas located throughout the County require annual inspections and periodic repairs in order to remain safe and functional and to comply with Federal, State and Local regulations. Currently, these services are provided by Versar, Inc. under Master Agreement 1563. This contract expires October 4, 2015. *October 7, 2015*

United States Tower Services will be required to complete an inspection report for each tower or monopole it inspects. The comprehensive report will cover all aspects of the tower, including but not limited to antennas, dish mounts and amplifier equipment and must include photographs clearly indicating the condition of the tower and its components. Any items that need repair will be quoted by the contractor and approved by the Chief of Electronic Services or his designee prior to work being done. If the repairs are deemed to be emergency in nature, photographs of the affected component(s) will also be required. All repairs will be performed on a time and materials basis based on the rates specified in the contract.

This contract will be effective when approved by the County Council and will continue for one (1) year (Initial Term). The County has the option to renew the contract for four (4) additional one-year periods on the same terms and conditions. The County has the option to extend the contract at the end of the initial term or any renewal term for an additional 120 days on the same terms and conditions.

Purpose - The purpose of the contract is to provide a competitively bid and competitively priced contractor who can provide inspection, maintenance and repair of all of the County's radio towers. United States Tower Services, Ltd. is capable of providing installation, construction, inspection, maintenance, repair, service and support of communications towers, antenna array systems and related facilities.

Fiscal Impact - The total compensation to be paid to United States Tower Services, Ltd. shall not exceed the sum of \$431,058.36 during the entire term of the contract including all renewals and extensions. Price increases can be requested by the contractor annually. Increases are limited to 5% or the current Consumer Price Index (CPI) at the time of the request, whichever is lower. If approved price increases remain in effect for one year.

FM-8 (2 Contracts)

Council District(s) All

Office of Information Technology

Maintenance/Repair – HVAC – Computer Rooms, etc.

The Administration is requesting approval of two contracts, one with Power and Combustion, Inc. and one with Mechanical Engineering and Construction Corp., to provide inspection, maintenance, and repair services for the County’s computer-related HVAC equipment and systems. Each contract commenced June 1, 2015, continues through August 31, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through May 31, 2016 and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contracts do not specify a maximum compensation for the initial 1-year term. Maximum compensation may not exceed \$502,883 for Power and Combustion, Inc. and \$124,068 for Mechanical Engineering and Construction Corp. for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibits A and B.

Fiscal Summary

Funding Source	Power & Combustion, Inc. Maximum Compensation	Mechanical Engineering & Construction Corp. Maximum Compensation	Combined Maximum Compensation
County ⁽¹⁾	\$ 502,883	\$ 124,068	\$ 626,951
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	\$ 502,883 ⁽²⁾	\$ 124,068 ⁽²⁾	\$ 626,951 ⁽³⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.

⁽³⁾ Combined maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods.

Analysis

The contractors will furnish all labor, materials, tools, equipment, incidentals, and supervision to perform HVAC inspections, maintenance, and repair services for computer environments in the County's computer rooms and facilities (Historic Courthouse; County Office Building; Drumcastle Center; Public Safety Building; 911 Center; County Courts Building, and Stemmers Run Road Offices) and tower sites (19 radio towers and 3 monopole sites). Specifically, Mechanical Engineering and Construction Corp. will provide services for Liebert-brand HVAC equipment located in the County's Main Computer Room, and Power and Combustion, Inc. will provide services for the HVAC equipment in all of the County's remaining computer rooms and facilities and towers.

The contractors will inspect and perform preventative maintenance on a monthly basis (12 visits per contract year). For repair services, the contractors must report to the work site within 8 hours of notification; in an emergency situation, the contractors must report within 2 hours and repair equipment within 4 hours of notification unless a parts order is required. Failure to repair the equipment within the allotted time frame will result in liquidated damages being assessed against the contractors in the amount of \$50 per hour until the equipment is repaired and fully operational.

For repairs, hourly rates range from \$25 to \$121 for Power and Combustion, Inc. and from \$30 to \$130.50 for Mechanical Engineering and Construction Corp., depending on the staffing/skill level and regular/overtime status. Annual maintenance costs for the HVAC equipment range from \$110 to \$6,000 for Power and Combustion, Inc. and from \$655 to \$8,730 for Mechanical Engineering and Construction Corp. Materials are billed at 18% and 22% above the contractors' costs, respectively.

Each contract commenced June 1, 2015, continues through August 31, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contracts will continue through May 31, 2016 and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term. Maximum compensation may not exceed \$502,883 for Power and Combustion, Inc. and \$124,068 for Mechanical Engineering and Construction Corp. for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process based on low bid from four bids received, of which one bid was deemed non-responsive. Mechanical Engineering and Construction Corp. was selected for the maintenance and service of Liebert-brand HVAC equipment located in the County's Main Computer Room in the Historic Courthouse, and Power and Combustion, Inc. was selected to provide HVAC services in all of the County's remaining computer rooms and facilities and towers.

On January 19, 2010, the Council approved a 6-year and 3-month contract not to exceed \$215,797 with Power and Combustion, Inc. to provide HVAC maintenance and repair services for computer environments in six Baltimore County Government Buildings. On December 3, 2012, the Council approved an amendment to the contract, increasing the maximum compensation by \$94,471 to \$310,268, in order to expand these services to include eighteen 800-MHz Radio Tower sites throughout the County. As of June 3, 2015, the County has expended \$277,737 under this contract.

The Office advised that recent changes in equipment and the addition of new, more efficient HVAC units, including the Liebert-brand equipment in the Main Computer Room, prompted the need to issue a solicitation for contractors that could provide adequate maintenance of the equipment, as well as provide regular and emergency service on an as-needed basis.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

Executive Summary

Summary - This fiscal matter is a new contract between Baltimore County and Power and Combustion, Inc. (PCI), for the purpose of repairing and maintaining all Baltimore County Heating, Ventilation and Air Conditioning (HVAC) equipment in all the County's computer rooms and facilities. The contractor will be required to perform preventive maintenance on those systems and provide expert emergency and non-emergency repair as needed. The County's computer equipment is critical to County operations and is sensitive to operating temperature and humidity, requiring that the HVAC systems in each location be operating at peak efficiency at all times, and must be quickly repaired in the event of a failure.

History - Baltimore County has a significant investment in its computer and networking equipment, both in terms of monetary investment and an investment to all phases of County operations. To protect that investment, Baltimore County OIT has had a contractual relationship with PCI to maintain and service the computer related HVAC systems since 2010. The current contract with PCI, Master Agreement 1466, which expires in January 2016 is close to reaching its monetary cap. Recent changes in equipment and the addition of new, more efficient HVAC units prompted the need to issue a solicitation for contractors that could provide adequate maintenance of the equipment as well as provide regular and emergency service on an as needed basis. In addition, repairs that are deemed "emergency" will now have specific response and repair times that must be met.

As one of two approved contractors, Power and Combustion, Inc. will be required to perform regularly scheduled maintenance on the County's computer related HVAC systems. The contractor has provided a fixed price for annual maintenance of each system specified in the bid documents. The County may add additional equipment to the contract, at which time the contractor will be requested to provide an annual cost for maintenance of said equipment. All contractors must possess or obtain the necessary manufacturer's certification in order to work on County HVAC equipment. As the current service provider PCI has already met this requirement.

PCI, both under the previous contract, and with this new contract has agreed to continue to meet the 15% MBE/WBE goal through the use of a minority subcontractor to perform some of the work under this agreement.

This contract begins June 1, 2015 and terminates on August 31, 2015 unless approved by the County Council. If approved by County Council, the contract will continue through May 31, 2016 (Initial Term). The County has the option to renew the contract for four (4) additional one-year periods on the same terms and conditions. The County has the option to extend the contract at the end of the initial term or any renewal term for an additional 120 days on the same terms and conditions.

Purpose - The purpose of the contract is to provide a competitively bid and competitively priced contractor who is licensed by the State to provide inspection, maintenance and repair of all of the County's computer related HVAC equipment and systems. A second vendor, Mechanical Engineering and Construction Corporation has also been awarded a contract for the maintenance and service of Liebert HVAC equipment located in the County's Main Computer Room (MCR).

Fiscal Impact - The total compensation to be paid to Power And Combustion Incorporated shall not exceed the sum of \$25,000, unless the contract is approved by the County Council. If County Council approval is obtained, the total compensation to be paid to Power and Combustion Incorporated shall not exceed the sum of \$502,883.28 during the entire term of the contract including all renewals. Price increases can be requested by the contractor annually. Increases are limited to 5% or the current Consumer Price Index (CPI) at the time of the request, whichever is lower. If approved price increases remain in effect for one year.

Executive Summary

Summary - This fiscal matter is a new contract between Baltimore County and Mechanical Engineering and Construction Corporation, for the purpose of repairing and maintaining Baltimore County Heating, Ventilation and Air Conditioning (HVAC) Liebert equipment in the County's Main Computer Room (MCR). The contractor will be required to perform preventive maintenance on those systems and provide expert emergency and non-emergency repair as needed. The County's computer equipment is critical to County operations and is sensitive to operating temperature and humidity, requiring that the HVAC systems be operating at peak efficiency at all times, and must be quickly repaired in the event of a failure.

History - Baltimore County has a significant investment in its computer and networking equipment, both in terms of monetary investment and an investment to all phases of County operations. Mechanical Engineering and Construction Corporation will be required to perform regularly scheduled maintenance on the Liebert HVAC equipment in the County's MCR. The contractor has provided a fixed price for annual maintenance of the equipment specified in the bid documents. The County may add additional equipment to the contract, at which time the contractor will be requested to provide an annual cost for maintenance of said equipment.

Much of the HVAC equipment within the County's computer rooms is highly specialized and requires specific training from the manufacturers to be maintained without impact to the equipment warranties. Mechanical Engineering and Construction Corporation meets specific training requirements necessary to work on Liebert equipment located in the MCR. In addition, repairs that are deemed "emergency" will have specific response and repair times that must be met.

Mechanical Engineering and Construction Corporation has contractually agreed to meet the 15% MBE/WBE goal through the use of a minority subcontractor to perform some of the work under this agreement.

This contract begins June 1, 2015 and terminates on August 31, 2015 unless approved by the County Council. If approved by County Council, the contract will continue through May 31, 2016 (Initial Term). The County has the option to renew the contract for four (4) additional one-year periods on the same terms and conditions. The County has the option to extend the contract at the end of the initial term or any renewal term for an additional 120 days on the same terms and conditions.

Purpose - The purpose of the contract is to provide a competitively bid and competitively priced contractor who is licensed by the State to provide inspection, maintenance and repair of Liebert HVAC equipment located in the County's MCR.

Fiscal Impact - The total compensation to be paid to Mechanical Engineering and Construction Corporation shall not exceed the sum of \$25,000, unless the contract is approved by the County Council. If County Council approval is obtained, the total compensation to be paid to Mechanical Engineering and Construction Corporation shall not exceed the sum of \$124,068.10 during the entire term of the contract including all renewals. Price increases can be requested by the contractor annually. Increases are limited to 5% or the current Consumer Price Index (CPI) at the time of the request, whichever is lower. If approved price increases remain in effect for one year.

FM-9 (Contract)

Council District(s) All

Department of Health and Human Services

Residential Services – Substance Abuse – Detention Center

The Administration is requesting approval of a contract with Gaudenzia, Inc. to provide residential substance use disorder treatment services for County residents referred through the criminal justice system. The contract commences July 1, 2015, continues through August 31, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2016 and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. Compensation is limited to the amount of County funds and/or State grant funds received for these services and may not exceed \$337,500 per contract year. Maximum compensation totals \$1,687,500 for the entire 5-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 337,500	*	(1) General Fund Operating Budget – Local Share Program.
State	--	*	
Federal	--	--	(2) Maximum compensation for the initial 1-year term. Compensation is limited to \$337,500 per contract year.
Other	--	--	
Total	<u>\$ 337,500</u> ⁽²⁾	<u>\$ 1,687,500</u> ⁽³⁾	(3) Maximum compensation for the entire 5-year and 3-month term, including the renewal and extension periods. Subsequent to FY 2016, Maryland Department of Health and Mental Hygiene, Behavioral Health Administration funds may also be available; however, specific amounts are not known at this time.

Analysis

The contractor will provide residential substance use disorder treatment services for clients referred through the criminal justice system. Services include behavioral health treatment, employment, housing, computer literacy, anger management, personal responsibility, and GED and legal assistance. Specifically, the contractor will provide two levels of services: clinically managed low intensity residential (Level 3.1) services and clinically managed population-specific high intensity residential (Level 3.3) services.

Level 3.1 treatment services will be provided to clients who have been released from the Baltimore County Detention Center (BCDC) and are in need of a safe and stable living environment in order to maintain their recovery from substance use disorders. Clients would have been involved in substance use treatment during incarceration. Treatment will be provided for a minimum of 5 hours per week and may include individual, group, and/or family therapy; medication management; and psychoeducation.

Level 3.3 treatment services will be provided to clients who are currently remanded to the BCDC or who are court-ordered to treatment as an alternative to incarceration; these clients require long-term, intensive substance use disorder treatment services. Treatment is directed toward overcoming clients' ambivalence about the effects of substance-related problems, enhancing readiness to change, preventing relapses, and promoting eventual reintegration into the community. Psychiatric and medical treatment may also be provided.

Unit prices for Level 3.1 and Level 3.3 services are \$65 and \$149.99 per day, respectively. The Department advised that approximately 45 clients will be served each year. A client's length of stay will be determined through clinical treatment planning.

The contract commences July 1, 2015, continues through August 31, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2016 and will automatically renew for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. Compensation is limited to the amount of County funds and/or State grant funds received for these services and may not exceed \$337,500 per contract year. Maximum compensation totals \$1,687,500 for the entire 5-year and

3-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process; no other bids were received. In addition to this contract, Gaudenzia, Inc. provides similar services for the County under three other contracts.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

Executive Summary

Gaudenzia, Inc.

Background

The Baltimore County Department of Health seeks to enter into an Agreement with Gaudenzia, Inc. to provide residential substance use disorder treatment services to Baltimore County residents who are involved with the criminal justice system. Services provided under this contract will include clinically managed low intensity residential services (Level 3.1), and clinically managed population-specific high intensity residential services (Level 3.3). Level 3.1 services will be provided for clients who have been released from the Baltimore County Detention Center and are in need of a safe and stable living environment in order to maintain their recovery from substance use disorders. These clients would have been involved in substance use disorder treatment during their incarceration. Level 3.3 services are provided for clients who require long term, intensive substance use disorder treatment services, and are currently remanded to the Baltimore County Detention Center or court-ordered to treatment as an alternative to incarceration. In all cases, clients must be assessed and/or approved by Baltimore County Department of Health staff in order to participate in either level of care.

Purpose

Many clients who are involved with the criminal justice system in Baltimore County have a substance use disorder and are in need of treatment and recovery services. The services that will be provided through this contract will assist these clients to achieve and maintain abstinence from illicit drugs and alcohol in hopes of preparing them for a sustained recovery upon their release/discharge from the Detention Center and/or Court involvement.

Fiscal

This will be a fee for service contract. The Department will be billed monthly by the provider only for bed-days used in each level of care for the prior month. It is estimated that approximately 45 individuals will be served annually under this contract. Actual length of stay is determined by client progress in treatment, but the estimated number of individuals served is based on a 60 day course of treatment.

Funding for these services is through Baltimore County local funds. The contract award amount is \$337,500 per year and subject to the availability of funds. The initial term of the contract is for one year with four one-year renewal options.

Prepared by:
Department of Health and Human Services

FM-10 (Lease)

Council District(s) 7

Department of Health and Human Services

Young Parent Support Ctr. (YPSC) & Essex Health Ctr.

The Administration is requesting approval of a lease agreement with Karma Ventures, LLC to lease 7,016 sq. ft. of space and a playground area for the Young Parent Support Center (YPSC) and Essex Health Center located at 201 Back River Neck Road (Units 100-103) in the Middleborough Plaza in Essex. The lease commences August 1, 2015 and continues through July 31, 2020. Estimated compensation for the entire 5-year term totals \$325,318, excluding additional costs for property taxes, insurance, water/sewer, HVAC maintenance, trash removal, operating costs, and utilities that are not readily available at this time. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 152,899	(1) General Fund Operating Budget.
State ⁽²⁾	87,836	(2) Maryland State Department of Education funds passed through the Maryland Family Network.
Federal ⁽³⁾	84,583	(3) U.S. Department of Agriculture funds passed through the Maryland Department of Human Resources.
Other	--	
Total	<u>\$ 325,318</u> ⁽⁴⁾	(4) Estimated cost for the entire 5-year term, including a 2% annual rent increase. Excludes additional costs for property taxes, insurance, water/sewer, HVAC maintenance, trash removal, operating costs, and utilities that are not readily available at this time.

Analysis

The County will lease approximately 7,016 sq. ft. of space at 201 Back River Neck Road (Units 100-103) in the Middleborough Plaza in Essex for the YPSC and the Essex Health Center. The YPSC provides family support services to strengthen families, foster economic independence, and promote the healthy development of children. The Essex Health Center provides health

services to County residents. The Department advised that the YPSC serves 170 children and 370 adults annually and that the Essex Health Center serves 1,300 clients annually.

The lease commences August 1, 2015 and continues through July 31, 2020. The base rent for the first year of the lease is approximately \$5,209 per month, for a total first-year rent of \$62,513 (\$8.91/sq. ft.). The lease provides that the rent will increase by 2% annually. Thus, the base rent totals \$325,318 for the entire 5-year lease term. The lease also provides for monthly payments to cover a pro-rata share (39%) of taxes, operating costs, and insurance. The County will also pay for utilities (e.g., heat, water, gas, electricity, and telephones). In addition, the County will pay up to \$12,000 annually (up to \$3,000 for each of four units) for HVAC repair and/or replacement (based on a 50/50 split with the landlord); however, in the last year of the lease, the County's contribution toward HVAC repair may not exceed \$3,000 in the aggregate. The County will also reimburse the landlord for an annual HVAC service and maintenance policy. The Department advised that an estimate of the additional costs is not readily available. If funds are not appropriated or made available for payment of this lease, the County may terminate the lease by providing at least 30 days prior written notice for each succeeding fiscal year beyond the first year of the lease.

On August 2, 2010, the Council approved the current 10-year lease with Rosedale Properties, LLC d/b/a 201 Back River Neck Road, LLC for 5,908 sq. ft. of space for the YPSC; estimated base rent totals \$245,733 for the initial 5-year term, excluding the County's pro-rata share (33%) of all taxes, operating costs, and insurance estimated at \$12,500 annually and up to \$2,500 annually for HVAC maintenance and repair for a total of \$75,000 for the initial 5-year term. The Department advised that the lease was amended on September 10, 2012 to lease an additional 1,108 sq. ft. of space (Unit 100) for the Essex Health Center. (The property was subsequently sold in 2012 to the current owner Karma Ventures, LLC.) The Department advised that it considered relocating the YPSC and Essex Health Center; the decision to remain at the current location occurred outside the 120-day notice required to exercise the current lease's 5-year renewal option. The County renegotiated this lease as well as a lease with Karma Ventures, LLC for space at Middleborough Plaza for the Department's Essex WIC Program. (See related FM-11 on this agenda.) The Department advised that collectively, the new leases provide more favorable terms, including decreased rent and reduced liability for HVAC repairs and maintenance. The Department previously advised that the County has rented this space since 1994.

County Charter, Section 715, requires Council approval for leases of real or leasehold property in excess of \$25,000 in the aggregate.

Executive Summary

Karma Ventures, LLC

Young Parent Support Center and Essex Health Center

This lease between Karma Ventures, LLC and Baltimore County is for 7,016 square feet located at 201 Back River Neck Road, Essex, Units 100, 101, 102 and 103. The space is currently utilized by the Baltimore County Health and Human Services, Department of Social Services, Young Parent Support Center and the Department of Health, Essex Health Center. The current lease expires July 31, 2015. The new lease commences August 1, 2015 and terminates July 31, 2020 unless Baltimore County Council fails to appropriate funds or if funds are ~~not~~ otherwise made available.

Purpose

The Young Parent Support Center provides family support services to strengthen families and their economic independence and promote healthy development of children. The Essex Health Center provides health services to residents of Baltimore County.

The YPSC serves 170 children and 370 adults annually. The Health Center serves 1300 clients annually.

Fiscal Impact

The Young Parent Support Center lease is funded by the Maryland Department of Education to the Maryland Family ~~Assistance~~ Network and the U.S. Department of Agriculture to the Maryland Department of Human Resources and Baltimore County. The Health Center lease is funded by Baltimore County.

The total cost for the life of the lease is \$325,317.94. In addition the County is responsible for a proportionate share of the taxes, operating costs and insurance which is 39% and utilities. In addition the County is responsible for the annual service and maintenance of HVAC system with any replacement or repair shared 50/50 up to a maximum of \$3,000.

Prepared by:
Department of Health and Human Services

FM-11 (Lease)

Council District(s) 7

Department of Health and Human Services

Women, Infants & Children (WIC) Program

The Administration is requesting approval of a lease agreement with Karma Ventures, LLC to lease 1,600 sq. ft. of space for the Women, Infants and Children (WIC) Program located at 201 Back River Neck Road (Unit 108) in the Middleborough Plaza in Essex. The lease commences February 1, 2016 and continues through January 31, 2021. Estimated compensation for the entire 5-year term totals \$80,767, excluding additional costs for property taxes, insurance, water/sewer, HVAC maintenance, trash removal, operating costs, and utilities that are not readily available at this time. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County	--	(1) U.S. Department of Agriculture funds passed through the Maryland Department of Health and Mental Hygiene (DHMH), Prevention and Health Promotion Administration.
State	--	
Federal ⁽¹⁾	\$ 80,767	(2) Estimated cost for the entire 5-year term, including a 2% annual rent increase. Excludes additional costs for property taxes, insurance, water/sewer, HVAC maintenance, trash removal, operating costs, and utilities that are not readily available at this time.
Other	--	
Total	<u>\$ 80,767</u> ⁽²⁾	

Analysis

The County will lease approximately 1,600 sq. ft. of space for the WIC Program located at 201 Back River Neck Road (Unit 108) in the Middleborough Plaza in Essex. The WIC Program provides healthy supplemental foods and nutrition counseling for income-eligible pregnant, post-partum, and breastfeeding women and to children under age 5 with medical and/or nutritional risk

factors. The Department advised that the Essex WIC Program serves approximately 2,400 clients annually.

The lease commences February 1, 2016 and continues through January 31, 2021. The base rent for the first year of the lease is approximately \$1,293 per month, for a total first-year rent of \$15,520 (\$9.70/sq. ft.). The lease provides that the rent will increase by 2% annually. Thus, the base rent totals \$80,767 for the entire 5-year lease term. The lease also provides for monthly payments to cover the WIC Program's pro-rata share (8.87%) of taxes, operating costs, and insurance. The County will also pay for the WIC Program's utilities (e.g., heat, water, gas, electricity, and telephones). In addition, the County will pay up to \$3,000 annually for HVAC repair/replacement (based on a 50/50 split with the landlord); however, in the last year of the lease, the County's contribution toward HVAC repair may not exceed \$750. The County will also reimburse the landlord for an annual HVAC service and maintenance policy. The Department advised that an estimate of the additional costs is not readily available. If funds are not appropriated or made available for payment of this lease, the County may terminate the lease by providing at least 30 days prior written notice for each succeeding fiscal year beyond the first year of the lease.

On November 6, 2000, the Council approved the current 15-year lease (beginning February 1, 2001) with John J. Germenko for the WIC Program space in Middleborough Plaza; base rent totaled \$276,696, excluding the County's pro-rata share of all taxes, operating costs, and insurance estimated at \$5,000 annually, as well as \$3,000 annually for utilities, \$500 annually for a HVAC service and maintenance policy and up to \$250 annually for repairs, and up to an aggregate \$37,355 for tenant improvements. The property was subsequently sold to Rosedale Properties, LLC d/b/a 201 Back River Neck Road, LLC in 2004 and again in 2012 to current owner Karma Ventures, LLC. The County also leases space from Karma Ventures, LLC at Middleborough Plaza for the Department's Young Parent Support Center. See related FM-10 on this agenda. The Department advised that it renegotiated both leases with Karma Ventures, LLC to provide more favorable terms collectively, including decreased rent and reduced liability for HVAC repairs and maintenance.

County Charter, Section 715, requires Council approval for leases of real or leasehold property in excess of \$25,000 in the aggregate.

Executive Summary

Karma Ventures, LLC

Women, Infants and Children (WIC) Program

This lease between Karma Ventures, LLC and Baltimore County is for 1,600 square feet located at 201 Back River Neck Road, Essex, Unit 108. The space is currently utilized by the Baltimore County Health and Human Services, Bureau of Clinical Services, Women, Infants and Children Program (WIC). The current lease expires January 31, 2016. The new lease commences February 1, 2016 and terminates January 31, 2021 unless the Baltimore County Council fails to appropriate funds or if funds are not otherwise made available.

Purpose

This lease is to provide space for the WIC program in the Essex area. The WIC program provides healthy supplemental foods and nutrition counseling for income eligible pregnant, post-partum and breast feeding women as well as children under the age of five with medical/nutritional risk factors.

The Essex WIC program serves 2400 participants annually.

Fiscal Impact

The WIC program is funded by the U.S. Department of Agriculture (USDA).

The total cost for the life of the lease is \$80,766.71. In addition the County is responsible for a proportionate share of the taxes, operating costs and insurance which is 8.87% and utilities. The County is responsible for the annual service and maintenance of HVAC system with any replacement or repair shared 50/50 up to a maximum of \$3,000 liability to the County.

Prepared by:
Department of Health and Human Services

FM-12 (Contract Amendment)

Council District(s) All

Department of Health and Human Services

Therapeutic After-school Activities

The Administration is requesting a second amendment to a contract with Associated Catholic Charities, Inc. d/b/a Villa Maria Continuum to provide therapeutic after-school services to County youth (ages 5 to 12) with serious emotional illnesses. The current contract expires June 30, 2015. The amendment extends the agreement by an additional 1-year period (July 1, 2015 through June 30, 2016) and increases the total estimated compensation by \$145,712, from \$1,023,692 to \$1,169,404, for the entire 8-year term. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Total Compensation	Amended Total Compensation
County	--	--	--
State ⁽¹⁾	\$ 61,212	\$ 432,192	\$ 493,404
Federal ⁽²⁾	84,500	591,500	676,000
Other	--	--	--
Total	<u>\$ 145,712</u> ⁽³⁾	<u>\$ 1,023,692</u>	<u>\$ 1,169,404</u> ⁽⁴⁾

⁽¹⁾ Maryland Department of Health and Mental Hygiene, Mental Hygiene Administration funds.

⁽²⁾ U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration funds passed through the Maryland Department of Health and Mental Hygiene, Substance Abuse and Mental Health Services Administration.

⁽³⁾ Maximum compensation for the additional 1-year period (FY 2016).

⁽⁴⁾ Estimated compensation for the entire 8-year term, including the extension period.

Analysis

Associated Catholic Charities, Inc. d/b/a Villa Maria Continuum currently provides after-school programs for County school children ages 5 to 12 with serious emotional illnesses. The programs

include therapy and counseling (group, individual, and family), educational assistance (e.g., homework assistance and tutoring), rehabilitation activities (self-care and independent living skills, social skills, and group and directed leisure activities), and case management services. The programs are offered in two locations, Lansdowne and Timonium, but are available to all County children who are diagnosed with qualifying emotional illnesses. Services are provided year round, Monday through Friday from 3:00 p.m. to 6:00 p.m. at each location. The Department advised that the target number of youth to be served during the amended term is 35 at the Lansdowne location and 24 at the Timonium location. The Department further advised that as of June 10, 2015, the programs have served 204 youth (116 in Timonium and 88 in Lansdowne) in FY 2015.

The proposed amendment is necessary since the current contract expires June 30, 2015. The Department advised that the 1-year extension will allow time needed to solicit a new contract for services. Under the proposed amendment, the contractor will continue to provide therapeutic after-school services at both locations. Funds totaling \$84,500 are designated specifically for services at the Lansdowne location, and funds totaling \$61,212 are designated specifically for services at the Timonium location.

On September 15, 2008, the Council approved the original 6-year contract that commenced July 1, 2008 and totaled an estimated \$877,980. On July 7, 2014, the Council approved an amendment to extend the agreement for an additional 1-year term (July 1, 2014 through June 30, 2015), with compensation not to exceed \$145,712 to allow the Department time to solicit a new contract for services. This second amendment extends the agreement by an additional 1-year period (July 1, 2015 through June 30, 2016) and increases the total estimated compensation by \$145,712, from \$1,023,692 to \$1,169,404, for the entire 8-year term, including the extension period, on the same terms and conditions. The County may terminate the agreement by providing 30 days prior written notice.

The original contract was awarded through a competitive procurement process, which yielded only one proposal. The Department advised that as of June 10, 2015, FY 2015 expenditures and encumbrances totaled \$145,712. The Department also advised that the contractor has provided these services to the County since 1993.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

EXECUTIVE SUMMARY

Baltimore County Health and Human Services seeks to amend the Agreement with Associated Catholic Charities to provide Therapeutic Afterschool services to Baltimore County youth, who are age five to twelve with a serious emotional illness.

Funding for these services is available through a grant from the State of Maryland Department of Health and Mental Hygiene (DHMH), Mental Hygiene Administration (MHA) allocated to the Department of Health, Bureau of Behavioral Health.

The amended term of the Agreement is July 1, 2015 through June, 30 2016. It is expected that approximately 59 unduplicated youth will be served annually.

BACKGROUND

State and Federal funds are used to support therapeutic after-school programs for children ages 5 to 12 years old in Timonium and Lansdowne. The Department of Health and Mental Hygiene, Mental Hygiene Administration provides funds for the program. A portion (\$84,500) of these funds is federal block grant dollars and is specifically designated for services provided in the Southwestern section of Baltimore County. The remainder of funds is used to provide services in the Northern section of the County. The Bureau of Behavioral Health has funded these two therapeutic after-school programs under contract with Associated Catholic Charities since 1993. The current contract amendment submitted for County Council approval is with Associated Catholic Charities, who was selected through a competitive bid process.

Children with serious emotional disturbances in Baltimore County schools will benefit from Therapeutic-After School services. These children have difficulty in school, in the community, and at home. Many are at risk for hospitalization or out-of-home residential placement. Comprehensive educational, psychotherapeutic and recreational services through a therapeutic after-school program can decrease the risk of an out-of-home placement or hospitalization. Therapeutic After-school Services are available to children ages 5-12 with psychiatric diagnosis in the Southwestern and Northern sections of Baltimore County. Services are provided year-round five days per week, Monday through Friday from 3-6 PM at the two locations. Hours may vary somewhat based upon the school schedule and activities of the program.

The target number of children to be served in the Southwestern program is ³⁵~~30~~ children over the course of one year and in the Northern program 24 children. During FY 2014, the Lansdowne program served 102 children and the Timonium program served the 111 children. The contract requires the vendor to tailor activities to capture the interest of children and meet the specific needs of the children and their families. Types of Services, which are provided at each site, are listed below:

Educational Assistance Programs include homework assistance and tutoring. Educational enhancement may also be offered if there are children who express an interest in receiving this service.

Individual and Group Therapy is provided to all children who regularly participate in the program. Family therapy is available as needed, before, during and after scheduled program hours.

Parent Participation Ongoing collaboration with and involvement of the family is a key element of the program. Services are delivered in a child centered and family focused manner. The vendor is required to develop activities in conjunction with the families to encourage parental involvement. Family therapy is available during evening hours as needed.

Case Management services are provided to participating children and families.

Rehabilitation Activities: self-care, social skills, group and self- directed leisure activities, and working with the child to develop an activity schedule including weekend and vacation plans.

PURPOSE

Health and Human Services/Bureau of Behavioral Health has received grant funding from the Maryland Department of Health and Mental Hygiene Administration, Mental Hygiene Administration to provide Therapeutic Afterschool School services.

FISCAL

The amount of the amendment with Associated Catholic Charities is \$145,712.

Prepared by:
Department of Health and Human Services

FM-13 (Contract)

Council District(s) All

Department of Aging

Options Counseling & Medicaid Application Assistance

The Administration is requesting approval of a contract with the IMAGE Center to provide options counseling services (i.e., resident education, Medicaid application assistance, and transitional case management) to nursing home residents seeking alternatives to institutional living. The contract commences July 1, 2015, continues through June 30, 2016, and may be renewed for four additional 1-year periods. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year term, including the renewal periods. Compensation is limited to the amount of grant funds received. Estimated compensation totals \$111,375 for FY 2016 and \$556,875 for the entire 5-year term, including the renewal periods.

Fiscal Summary

Funding Source	FY 2016	Total Compensation	Notes
County	--	--	(1) U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services funds passed through the Maryland Department of Aging. (2) Estimated compensation for the initial 1-year term based on the FY 2016 appropriation. Compensation is limited to the amount of grant funds received. (3) Estimated compensation for the entire 5-year term, including the renewal periods.
State	--	--	
Federal ⁽¹⁾	\$ 111,375	\$ 556,875	
Other	--	--	
Total	<u>\$ 111,375</u> ⁽²⁾	<u>\$ 556,875</u> ⁽³⁾	

Analysis

The State's Money Follows the Person (MFP) program requires formal agreements between Area Agencies on Aging (Baltimore County Department of Aging) and their designated regional

disability partners (in this case, the IMAGE Center) to ensure collaboration in providing options counseling services. The MFP program provides funding to the Department to provide options counseling services (i.e., resident education, Medicaid application assistance, and transitional case management) to nursing home residents seeking alternatives to institutional living. The goal of the MFP program is to minimize or eliminate barriers for individuals to receive long-term support and services in home and community settings, rather than in institutional settings. The Department receives referrals of elderly and disabled adults for options counseling services; the referred individuals are assigned to either Department staff or its state-designated regional partner (the IMAGE Center).

Under the proposed contract, the IMAGE Center will provide options counseling services and Medicaid application assistance to referred individuals seeking to move to community-based, long-term care settings within 14 business days of referral. The contractor will be paid a rate of \$125 per referred individual. The Maryland Department of Aging may adjust the rate for services during the contract; however, any increase will be effective only upon mutual written consent at the beginning of a renewal term. The Department advised that 190 cases were assigned and completed in FY 2015 and estimates 274 cases in FY 2016.

The contract commences July 1, 2015, continues through June 30, 2016, and may be renewed for four additional 1-year periods under the same terms and conditions. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year term, including the renewal periods. Compensation is limited to the amount of grant funds received. Estimated compensation totals \$111,375 for FY 2016 and \$556,875 for the entire 5-year term, including the renewal periods, assuming the same level of grant funding each fiscal year. The contract is subject to the availability of grant funds and to termination by the County in the event of a reduction or termination in funding. Either party may terminate the agreement by providing 30 days prior written notice.

The contract was awarded on a sole-source basis since the MFP program requires a working partnership between the Department in its capacity as a state-designated Maryland Access Point and the IMAGE Center in its capacity as the Department's state-designated disability partner.

On December 16, 2013, the Council was notified through Correspondence (MB-1(a)) of the non-competitive award of the 2-year contract with the IMAGE Center totaling \$31,375 for options

counseling services. The contract expired June 30, 2014 and expenditures totaled \$29,750. On July 1, 2014, the Department entered into a 1-year agreement with the contractor for the same services. The Department advised that costs incurred during FY 2015 will total \$23,625.

The IMAGE Center also provides information, assistance, and referral services through the Aging and Disability Resource Center program. See FM-15 on this agenda.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-14 (24 Contracts)

Council District(s) All

Department of Aging

Adult Daycare Services

The Administration is requesting approval of 24 contracts with health care agencies to provide adult medical day care services to individuals aged 55 and over, including transportation for ill, frail, or disabled elderly County residents. The contracts commence July 1, 2015, continue through June 30, 2016, and may be renewed for four additional 1-year periods. Compensation for all contractors combined is limited to the amount appropriated for these services. Estimated compensation totals \$200,000 for FY 2016 and \$1,000,000 for the entire 5-year term, including the renewal periods. See Exhibit A for a list of the 24 contractors.

Fiscal Summary

Funding Source	Initial Term	Combined Total Compensation
County ⁽¹⁾	\$ 50,000	\$ 250,000
State ⁽²⁾	150,000	750,000
Federal	--	--
Other	--	--
Total	<u>\$ 200,000</u> ⁽³⁾	<u>\$ 1,000,000</u> ⁽⁴⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maryland Department of Health and Mental Hygiene and the Maryland Department of Aging.

⁽³⁾ Estimated compensation for all contractors combined for FY 2016. Compensation is limited to the amount appropriated.

⁽⁴⁾ Estimated compensation for all contractors combined for the 5-year term.

Analysis

The proposed contracts provide a community-based alternative to institutionalization by offering a wide range of supportive services in a protective group setting. Services include health

maintenance, nutrition, rehabilitation, health education, therapeutic recreation, personal care, social services, and family counseling. Individuals aged 55 and over who are substantially homebound and at risk of institutionalization are eligible to receive gap-filling assistance from the County. The contractors will be paid a per diem amount per client not to exceed the Medical Assistance rate as determined by the Maryland Department of Health and Mental Hygiene (\$74.50 per day, including transportation costs, for FY 2016). This payment will be offset by any client contributions, as determined annually on a case-by-case basis (State sliding fee scale).

The contracts commence July 1, 2015, continue for 1 year, and may be renewed for four additional 1-year periods on the same terms and conditions. Compensation for all contractors combined is limited to the amount appropriated. The Department estimates that the combined compensation to all contractors will total \$200,000 per year and \$1,000,000 for the entire 5-year term, including the renewal periods, assuming the same funding level each fiscal year. The County or the contractor may terminate the agreement by providing 30 days prior written notice. The contracts are also subject to the availability of funds and to immediate termination by the County in the event of a reduction or termination of funding.

The County contracts with any provider that serves Baltimore County residents and meets Department criteria for providing these services. The Department expects 38 clients will be served in FY 2015 and 48 clients will be served in FY 2016.

On June 7, 2010, the Council approved 17 five-year contracts to provide adult medical day care services. On September 19, 2011, the Council approved 2 additional 3-year contracts, all of which expire on June 30, 2015. The Department advised that one of the 19 vendors closed and that \$107,557 has been expended as of April 30, 2015 for FY 2015.

The County's Procurement Affidavit requires potential contractors to indicate whether they are in good standing with the State of Maryland. The State Department of Assessments and Taxation (SDAT) records as of May 29, 2015 indicate that A Better Day Adult Medical Day Care, LLC, Active Day of MD, Inc. (owner of Active Day of Arbutus, Active Day of Baltimore, Active Day of Randallstown, and Active Day of Timonium), Sunrise Adult Medical Day Care Center, Inc., and Welcome Friends Adult Medical are not in good standing. In addition, while Rob "N" Ness Inc. (owner of Rob "N" Ness Adult Day Services) is in good standing, its previously registered trademark for Rob "N" Ness Adult Day Services has been forfeited. A contractor is deemed to be

in good standing if all reports, filings, and penalties due to SDAT are up-to-date and paid and the entity has a valid, active resident agent. The Department advised that the contractors are in the process of resolving the issues that caused the loss of their good standing status with SDAT.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...”

Executive Summary

Exhibit A
FM-14

Baltimore County Senior Care/Adult Day Care Program

Contracts for: Adult Care Services

A Better Day Adult Medical Day Care, LLC
Active Day of MD, Inc. (Arbutus)
Active Day of MD, Inc. (Baltimore)
Deerfield Healthcare Corporation d/b/a Active Day of MD, Inc. (Parkville)
Active Day of MD, Inc. (Randallstown)
Active Day of MD, Inc. (Timonium)
Adult Daycare of Homeland, Inc. T/A Adult Medical Day Care of Overlea
Advance Adult Day Care, LLC d/b/a Friendship Adult Medical Day Center
Alice Manor Adult Medical Daycare, Inc.
Associated Catholic Charities Inc. d/b/a St. Ann Adult Day Services
Caring Hands Adult Day Care of Dundalk, Inc.
Easter Seals Greater Washington-Baltimore Region
Eden Adult Medical Daycare Center, Inc. T/A St. John Adult Medical Day Care
Friends & Family Adult Day Services, Inc.
Heritage Adult Daycare, Inc.
Hong Lok Adult Medical Day Care Center Corporation
Levindale Hebrew Geriatric Center & Hospital, Inc.
Paradise Adult Medical Day Care Center
Progress Unlimited, Inc.
Rob "N" Ness, Inc. d/b/a Rob 'N' Ness Adult Day Services
Stella Maris INC
Sunrise Adult Medical Day Care Center, Inc.
Today's Care & Family, Inc.
Welcome Friends Adult Medical

The Baltimore County Senior Care/Adult Day Care Program is funded by the Maryland Department of Health and Mental Hygiene (DHMH) and the Maryland Department of Aging to provide adult day care services to Baltimore County residents.

The Baltimore County/Adult Day Care Program serves individuals aged 55 and over who request financial assistance to pay for adult day care services. Adult day care centers under contract provide medical monitoring, administration of medication, recreation, socialization, meals, snacks and personal care services.

The goal of adult day care centers is to provide assistance and supervision needed to maintain physically and/or mentally impaired individuals in a community setting and avoid premature institutionalization. The purpose of the Baltimore County Adult Day Care Program is to provide financial assistance to older individuals in need of this level of care.

The Baltimore County/Adult Day Care Program currently serves 38 older individuals, and expects to serve 48 older individuals in the 2016 fiscal year.

Prepared by: Department of Aging

FM-15 (Contract)

Council District(s) All

Department of Aging

Support for Maryland Access Point (MAP) Office

The Administration is requesting approval of a contract with the IMAGE Center to provide access to services and programs to persons with disabilities. The contract commences July 1, 2015, continues through June 30, 2016, and may be renewed for four additional 1-year periods. Compensation is limited to 15% of the grant funds received. Maximum compensation totals \$22,500 for FY 2016 and estimated compensation totals \$112,500 for the entire 5-year term, including the renewal periods.

Fiscal Summary

Funding Source	FY 2016	Total Compensation
County	--	--
State	--	--
Federal ⁽¹⁾	\$ 22,500	\$ 112,500
Other	--	--
Total	<u>\$ 22,500 ⁽²⁾</u>	<u>\$ 112,500 ⁽³⁾</u>

⁽¹⁾ U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services funds passed through the Maryland Department of Aging.

⁽²⁾ Maximum compensation for the initial 1-year term. Compensation is limited to 15% of the grant funds received which totals \$150,000 in FY 2016.

⁽³⁾ Estimated compensation for the entire 5-year term, including the renewal periods.

Analysis

The State's Maryland Access Point (MAP) initiative requires formal agreements between Area Agencies on Aging (Baltimore County Department of Aging) and their designated regional centers

for independent living (in this case, the IMAGE Center) to ensure co-location and collaboration on projects to enhance services to people with disabilities. The Baltimore County Department of Aging has received funding from the Maryland Department of Aging to provide information and assistance to adults over the age of 60, persons with a disability, and their families and caregivers to enable them to remain independent and live in their community.

Under the proposed contract, the IMAGE Center will assign one staff person to provide information, referral, and assistance, in person and over the telephone, to consumers one day per week at the rate of \$199.15 per 7-hour day. The staff's hourly rate is \$28.45 for specific off-site assignments. The IMAGE Center will provide full-day disability awareness training for Department personnel at the rate of \$650 and consultation on collaborative projects at the rate of \$54 per hour. For FY 2016, the Department expects to serve 20,000 clients, including 1,000 to be served by the IMAGE Center.

The contract commences July 1, 2015, continues through June 30, 2016, and may be renewed for four additional 1-year periods. The contract states that compensation may not exceed 15% of the Aging and Disability Resource Centers (ADRC) grant from the Maryland Department of Aging. The ADRC grant funds awarded for FY 2016 total \$150,000. Maximum compensation is limited to \$22,500 (15% x \$150,000) for the initial 1-year term. Estimated compensation totals \$112,500 for the entire 5-year term, including the renewal periods, assuming the same grant funding in each renewal period. The contract is subject to the availability of grant funds and to termination by the County in the event of a reduction or termination in funding. Either party may terminate the agreement by providing 30 days prior written notice.

The contract was awarded on a sole-source basis since the Maryland Department of Aging requires a working partnership between the Department in its capacity as a state-designated ADRC and the IMAGE Center in its capacity as the state-designated regional center for independent living.

On July 1, 2012, the Department entered into a 2-year agreement with the IMAGE Center not to exceed \$40,795 to provide similar staffing services to the ADRC; expenditures under the contract totaled \$30,352. On November 4, 2013, the Council was notified through Correspondence (MB-1(b)) of the non-competitive award. On July 1, 2014, the Department entered into a 1-year agreement not to exceed \$25,000 with the contractor for the same services; expenditures under this contract totaled \$9,335 as of April 30, 2015.

The IMAGE Center also provides options counseling services to the ADRC through the Medicaid Waiver program. See FM-13 on this agenda.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-16 (4 Memoranda of Understanding)**Council District(s) 2, 5 & 7**

Department of Aging

Congregate Meals for Residents

The Administration is requesting approval of four Memoranda of Understanding (MOU) to provide the coordination and service of on-site meals for eligible senior citizens 60 years of age and older (spouses any age) and disabled persons of any age. The four contractors are Co-Operative Services, Inc., Shelter Properties, Inc., Tabco Towers Housing Associates, LLC, and Comprehensive Housing Assistance, Inc. The MOU commence upon Council approval, continue through December 31, 2015, and will automatically renew for 19 additional 1-year periods. These MOU are service-for-service agreements through which the contractors do not receive compensation. See Exhibit A.

Fiscal Summary

The MOU are considered service-for-service agreements and have no fiscal impact to the County since the contractors receive no monetary compensation.

Analysis

The Department enters into agreements with management companies of senior housing complexes to provide the Congregate Meals program. The management companies provide and maintain dining facilities in which meals are served to eligible residents; provide supervisory personnel while meals are served; and facilitate other aspects of the program, including scheduling, recruiting volunteers, and registering participants. In exchange, the Department provides one meal per day per resident on the agreed-upon serving days; provides necessary supplies (such as plastic plates and cups); trains staff and volunteers; assists in publicizing the program; and supports nutritional education. Program participants must be at least 60 years old (spouses any age) or disabled of any age.

The MOU commence upon Council approval, continue through December 31, 2015, and will automatically renew for 19 additional 1-year periods. These MOU are service-for-service agreements through which the contractors do not receive compensation. Either party may terminate each agreement by providing 30 days prior written notice.

- Co-Operative Services, Inc. will facilitate the program at Essex Co-Op Apartments located at 1000 Franklin Avenue and serve approximately 16 clients per day, 4 days per week, and 3,328 meals per contract year;
- Shelter Properties, Inc. will facilitate the program at Park View at Dundalk Apartments located at 103 Center Place and serve approximately 17 clients per day, 4 days per week, and 3,536 meals per contract year;
- Tabco Towers Housing Associates, LLC will facilitate the program at Tabco Towers Apartments located at 305 East Joppa Road and serve approximately 11 clients per day, 2 days per week, and 1,144 meals per contract year; and
- Comprehensive Housing Assistance, Inc. will facilitate the program at Weinberg Gardens Apartments located at 1500 Bedford Avenue and will serve approximately 15 clients per day, 4 days per week, and 3,120 meals per contract year.

The Department advised that the Congregate Meals program currently exists at 20 senior centers, 3 congregate housing locations, and 13 other housing sites throughout the County.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

EXECUTIVE SUMMARY

***20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM
ESSEX CO-OP APARTMENTS***

The Department of Aging requests placement of a 20-year “Service for Service” MOU with, Essex Co-Op Apartments on the County Council agenda. Co-Operative Services, Inc. is the management company for the Essex Co-Op Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible individuals. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually lunch) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. Essex Co-Op Apartments serves approximately 1 meal per day, 4 days per week to 16 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

EXECUTIVE SUMMARY

**20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM
PARK VIEW AT DUNDALK APARTMENTS**

The Department of Aging requests placement of a 20-year “Service for Service” MOU with, Parkview at Dundalk Apartments on the County Council agenda. Shelter Properties, Inc. is the management company for the Park View at Dundalk Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible individuals. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually lunch) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. Park View at Dundalk Apartments serves approximately 1 meal per day, 4 days per week to 17 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

Prepared by: Department of Aging

***20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM
TABCO TOWERS APARTMENTS***

The Department of Aging requests placement of a 20-year “Service for Service” MOU with, Tabco Towers Apartments on the County Council agenda. Tabco Towers Housing Associates, LLC is the management company for the Tabco Towers Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible individuals. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually lunch) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. Tabco Towers Apartments serves approximately 1 meal per day, 2 days per week to 11 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

EXECUTIVE SUMMARY

**20-YEAR CONTRACT – CONGREGATE MEAL PROGRAM
WEINBERG GARDENS APARTMENTS**

The Department of Aging requests placement of a 20-year “Service for Service” MOU with, Weinberg Gardens Apartments on the County Council agenda. Comprehensive Housing Assistance, Inc. is the management company for the Weinberg Gardens Apartments. Our department enters into agreements with management companies of senior housing complexes that permit the County to provide the Congregate Meal Program at a particular complex. Under the program, our department provides the meals and the management company coordinates volunteers to help serve. No money is exchanged between the parties. It is a service for service agreement in conjunction with the Congregate Meals Program. The contractor will provide and maintain a dining facility in which meals (under the Congregate Meals Program) are served to eligible individuals. The contractor will also provide supervisory personnel while meals are being served and facilitate other aspects of the Program, such as scheduling, recruiting volunteers and registering participants. The Department of Aging will provide one meal per day (usually lunch) on the agreed upon serving days per week. Our department will also provide necessary supplies (plates, cutlery and cups) and training for staff and volunteers; assist in publicizing the Program; and support nutritional education.

Program participants must be at least 60 years old (spouses any age) or disabled persons under 60 years old.

This agreement is for twenty (20) years and therefore, is required to be approved by County Council.

We currently have 15 nutrition sites in Baltimore County. Weinberg Gardens Apartments serves approximately 1 meal per day, 4 days per week to 15 clients per day (average). The number of clients may increase or decrease based on demand.

The Program is financed by Federal and State grants, voluntary donations and County funding.

FM-17 (2 Contracts)

Council District(s) All

Department of Aging

Assisted Living Care Services/Measure of Monetary Support

The Administration is requesting approval of two contracts to provide assisted living care for eligible senior citizens 62 years of age and older. The two contractors are Grace Manor Senior Assisted Living, LLC and House of Victory Home Care, Inc. T/A The House of Victory Apostolic. The contracts commence upon Council approval, continue through September 30, 2015, and may be renewed for one additional 1-year period. Compensation for all contractors providing these services is limited to the amount appropriated each fiscal year. Maximum compensation for all contractors providing these services combined totals \$349,790 for FY 2016. Estimated compensation for the entire approximate 1-year and 3-month term, including the renewal period, totals \$437,237.

Fiscal Summary

Funding Source	Fiscal Year 2016	Combined Total Compensation	Notes
County	--	--	(1) Maryland Department of Aging. (2) Maximum compensation for all contractors providing these services for FY 2016. Compensation for all contractors combined is limited to the amount appropriated each fiscal year. (3) Estimated compensation for all contractors providing these services for the approximate 1-year and 3-month term.
State ⁽¹⁾	\$ 349,790	\$ 437,237	
Federal	--	--	
Other	--	--	
Total	\$ 349,790 ⁽²⁾	\$ 437,237 ⁽³⁾	

Analysis

The contractors will provide assisted living services to eligible seniors (62 years of age and older). Services include onsite supervision 24 hours-per-day, 7 days-per-week, 3 meals-per-day, an

evening snack, personal services (e.g., grooming, bathing, dressing), housekeeping, and laundry services for eligible County residents. To be eligible, a client's gross monthly income may not exceed \$2,739 for single households and \$3,581 for two-person households; assets may not exceed \$11,000 for an individual or \$14,000 for a couple; and the client must not be enrolled in Medicaid. The client is responsible for entering into a service agreement for the services needed directly with the contractor of his or her choice from the County's list of contractors. The County will pay the contractor up to \$650 per month per client (the subsidy amount), based on the client's contribution of income, at a rate to be determined by the State of Maryland. The client is responsible for paying any contractor fees in excess of the County's subsidy amount. Contractor fees charged to clients vary depending on the level of services provided and may not exceed the fees charged to non-subsidized clients for the same level of service.

The 22 other contractors currently providing assisted living services to eligible seniors are as follows:

- 303 N. Rolling Road, LLC
- A Caring Place, Inc. d/b/a Oakleigh House
- Angels Among Us ALF, Inc.
- Assisted Living Affiliates LLC T/A Marlyn Place
- Beechwood Assisted Living, LLC
- Best Care Assisted Living, LLC
- Dulaney Valley Assisted Living, Inc.
- Dulaney Valley Assisted Living, Inc. T/A Dulaney Valley Assisted Living at Hunt Valley
- Gloria Friends Home, Inc.
- Hampton Meadows, LLC
- J.L. Care Enterprise Home Again II, Inc. T/A J.L. Care Enterprises
- Joyous Living, Inc.
- Lifespring, LLC
- Ma Maison, Inc. T/A Ma Maison I
- Ma Maison, Inc. T/A Ma Maison II
- Ma Maison, Inc. T/A Ma Maison III
- Na's Place A Haven of Rest, Inc.
- Rose Hill Management, Inc., T/A Hearthomes at Lutherville I
- Rose Hill Management, Inc., T/A Hearthomes at Lutherville II

-
- Splendid Home Care, LLC (Catonsville)
 - Sudbrook Park Assisted Living, LLC
 - Woodholme Manor, LLC

The contracts commence upon Council approval, continue through September 30, 2015, and may be renewed for one additional 1-year period. Compensation for all contractors providing these services is limited to the amount appropriated each fiscal year. Maximum compensation for all contractors combined totals \$349,790 for FY 2016. Estimated compensation for the entire approximate 1-year and 3-month term, including the renewal period, totals \$437,237. Either party may terminate each agreement by providing 30 days prior written notice. The contracts are subject to the availability of state funds and to termination by the County in the event of a reduction or termination in funding.

The County contracts with any provider that serves Baltimore County residents and meets Department criteria for providing these services.

The Department advised that there is currently a waiting list of 25 seniors who applied and are eligible for these services and that the number of clients served per year depends on each client's longevity and changing service needs. The Department expects to serve approximately 52 clients in FY 2015 and 60 clients in FY 2016.

The Department advised that it expended \$219,477 in FY 2015 for these services through April 2015.

The County's Procurement Affidavit requires potential contractors to indicate whether they are in good standing with the State of Maryland. The State Department of Assessments and Taxation (SDAT) records as of June 23, 2015 indicate that House of Victory Home Care, Inc. T/A The House of Victory Apostolic is not in good standing. A contractor is deemed to be in good standing if all reports, filings, and penalties due to SDAT are up-to-date and paid and the entity has a valid, active resident agent. The Department advised that the contractor is in the process of resolving the issues that caused the loss of its good standing status with SDAT.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

FM-18 (Contract)

Council District(s) 5

Office of Budget and Finance

Repairs/Demolition – Public Safety Building & Drumcastle Garages

The Administration is requesting approval of a contract with Walker Parking Consultants/Engineers, Inc., d/b/a Walker Parking Consultants; Walker Restoration Consultants to provide consulting services related to the significant deterioration of and the need for increased parking capacity for the parking garages at the Public Safety Building and the Drumcastle Government Center. The contract commences upon Council approval and will continue through the completion of each garage project. Compensation may not exceed \$25,000 unless approved by the Council. Additionally, compensation may not exceed \$247,080 for the Public Safety Building project and \$1,002,710 for the Drumcastle Government Center project for the entire term of the contract.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,249,790	(1) Capital Projects Fund.
State	--	(2) Maximum compensation for both garage projects combined. The contract shall continue through the completion of each project.
Federal	--	
Other	--	
Total	<u>\$ 1,249,790</u> ⁽²⁾	

Analysis

On October 6, 2014, the Council approved an agreement with this contractor not to exceed \$57,480 for consulting services to evaluate options to address the significant deterioration of the Public Safety and Drumcastle Government Center parking garages; the contractor was to submit all reports to the County in September 2014. The Office advised that the County expended \$48,508 under this contract. The contract was awarded on a non-competitive basis through an

emergency justification. The Office advised that the structural deterioration in both garages was a safety issue. The Office further advised that there was a need for additional parking capacity at both garages.

Under the proposed contract, the contractor will provide contract administration for construction and repairs to the parking garage at the Public Safety Building. In addition, the contractor will provide further consulting services related to the significant deterioration of and the need for increased parking capacity at the Drumcastle Government Center, as well as any associated contract administration.

The Public Safety Building is located at 700 East Joppa Road and includes a two-level concrete parking structure beneath the building which is deemed to be in a deteriorated condition. The County previously considered constructing a new parking deck within the exterior employee lot and then closing both the below-building and plaza parking levels. This concept would have increased parking capacity by 200 to 300 spaces. The Office advised that the contractor submitted a report recommending a 20- to 30-year lifespan repair of the existing parking structure that will eliminate the long-term safety concerns; the Office also advised that the immediate safety issues were repaired. Under the proposed contract, the contractor will prepare construction documents related to the proposed repairs; assist with the construction bidding process; and assist with administering the project's construction phase. Compensation to the contractor may not exceed \$247,080 for these services, including \$139,420 for construction documents; \$7,700 for bidding services; and \$99,960 for construction administration. Compensation will consist of a lump sum payment of \$233,880 and up to \$13,200 in reimbursable expenses.

The Drumcastle Government Center is located at 6401 York Road and includes a 3-½ level concrete parking structure which is deemed to be in a deteriorated condition. The Center additionally shares parking with the adjacent shopping center. The County is evaluating options to address the deterioration of the existing garage and to address the parking demand at the Center. The County previously considered the feasibility of four options, including restoration or demolition to increase available parking by 600 to 750 spaces all within a structured parking garage, as presented by this contractor. The Office advised that none of the four options for constructing a new parking garage in the proposed locations was feasible. Under the proposed contract, the contractor will evaluate and present the feasibility of two additional options for increasing parking capacity, including utilizing the property between the Center and York Road

and utilizing adjacent church property bounded by Overstock, Windwood, and York Roads. The contractor will also provide parking garage design services; perform site testing related to the demolition of the existing parking garage; prepare construction documents; assist with the construction bidding process; and assist with administering the project's construction phase. The contractor will also provide temporary (18- to 24-month lifespan) structural and drainage repairs to the existing garage in order to maintain safety and operations until the demolition of or long-term repairs to the existing parking garage occur. Compensation to the contractor may not exceed \$1,002,710 for these services, including \$13,200 for the feasibility study; \$545,200 in various design fees; \$279,450 for construction documents; \$2,340 for bidding services; and \$162,520 for construction administration. Compensation will consist of a lump sum payment of \$998,810 and up to \$3,900 in reimbursable expenses.

The contract commences upon Council approval and continues through the completion of each project. Compensation may not exceed \$25,000 unless approved by the Council. Additionally, compensation may not exceed \$247,080 for the Public Safety Building project and \$1,002,710 for the Drumcastle Government Center project for the entire term of the contract. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded on a non-competitive basis. The Office advised that it is in the County's best interest to continue working with this contractor due to its expertise and working knowledge to manage the issues with both garages.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

MB-2 (Res. 46-15)

Council District(s) 6

Mrs. Bevins (By Req.)

Department of Permits, Approvals and Inspections

Exchange of Real Property – Helix Health System, Inc.

This resolution authorizes the County to convey approximately 3.112 acres of property located at 9100 Franklin Square Drive, at the northeast quadrant of the intersection of Franklin Square Drive and Hospital Drive, to HH MedStar Health, Inc., (formerly known as Helix Health System, Inc.). The property is improved with a 3-story office building known as the Eastern Family Resource Center. In exchange for the property, Helix Health System, Inc. will convey approximately 3.920 acres of real property located on the west side of Franklin Square Drive south of its intersection with King Avenue and just east of the Franklin Hospital complex, to be used for construction of a new Eastern Family Resource Center. The property is improved with a parking lot used by hospital employees. In addition, Helix Health System, Inc. will provide a \$5 million monetary consideration. The exchange will take place in accordance with the terms of a Memorandum of Understanding to be executed between the County and MedStar Health, Inc., once Resolution 46-15 is approved by the County Council.

Fiscal Summary

Value of Property to be Conveyed	Value of Property to be Received	Notes
* (1)	* (2)	* Value as appraised by two independent appraisers (required under §3-9-105(c) of the Baltimore County Code) not yet available. (1) In-house appraisal reflects a value of \$2,580,000. (2) In-house appraisal reflects a value of \$384,000. In addition, Helix will provide a \$5 million monetary consideration.

Analysis

Robert W. Kline, staff appraiser for the County, completed appraisals in November 2014 of the 3.112-acre property to be conveyed and the 3.920-acre property to be acquired, recommending values of \$2,580,000 and \$384,000, respectively. After review and analysis, S. David Nantz, review appraiser, concurred with each of the respective appraisal amounts. The Department advised that the two independent appraisals required by law (Section 3-9-105(c) of the Baltimore County Code) should be available at the County Council's June 30, 2015 work session.

The 3.112-acre property to be conveyed is improved with a 3-story, 49,623 sq. ft. office building that supports the Baltimore County Department of Health's Eastern Family Resource Center (EFRC). Helix Health System, Inc. intends to use the County-owned property as part of its hospital expansion plans. The County has agreed to convey the property to Helix Health System, Inc. in exchange for a 3.920-acre parcel (part of an 8.863-parcel) improved with an asphalt parking lot designated for Franklin Square Hospital employee parking plus a \$5 million monetary consideration from Helix Health System, Inc. The Department advised that the County will use the parcel for construction of a new 80,000 sq. ft. EFRC facility at a total project cost of \$24 million. The Department also advised that the new facility will be approximately 30,000 sq. ft. larger than the current facility and will be a full service health and social services center with improved services to customers.

The resolution states that the exchange will take place in accordance with the terms of a Memorandum of Understanding (MOU), to be executed between the County and MedStar Health, Inc. once Resolution 46-15 is approved by the County Council. Under the MOU, the County will plan, design, construct, equip, and furnish a replacement EFRC facility on the new parcel and pay all associated costs. MedStar will contribute \$5 million on or about July 1, 2015 to be used by the County for costs related to the construction, equipping, and furnishing of the new EFRC facility. Other than the MedStar contribution, the County will obtain all other funding required for such costs. Following the exchange, MedStar will lease back the existing EFRC property to the County at the rate of \$1 per year so the County can continue its existing EFRC operations. The County will be responsible for all costs and expenses incurred in connection with the existing EFRC property during the term of the lease, including all maintenance and repair costs. If the new EFRC facility is not open and operating and the County has not moved out of the existing EFRC facility within 30 months from July 1, 2015, the County will pay a rate of fair market value to lease the existing EFRC property until the new EFRC is open and operating.

County Code, Section 3-9-103(c)(1), requires Council approval of real property exchanges where the value of the property to be conveyed by the County exceeds \$25,000 and Section 3-9-105(c) requires that two appraisals be obtained from independent qualified real estate appraisers. As noted, the Department advised that it plans to have final reports from the two consultant appraisers by the Council's work session on June 30, 2015.

MB-3 (Res. 47-15)

Council District(s) 6

Mrs. Bevins (By Req.)

Planned Unit Development – Water’s Landing at Middle River

Resolution 47-15 approves the review of a proposed Planned Unit Development (PUD) in the 6th Councilmanic District.

Bill 5-10 substantially revised the process for the review and approval of a PUD. However, the first step in the process was not changed. As the first step in the review process, an application for a PUD must be submitted to the Council member in whose district the PUD is proposed to be located.

Bill 36-11 further amended the PUD process to require that, after submission of the PUD application to the Council member, the applicant must hold a post-submission community meeting. The applicant must give 3 weeks’ notice of the meeting and post the property. Notice must be mailed to adjoining property owners and community associations that represent the area. The applicant must provide information about the plan, allow questions and comments, maintain a record, compile minutes, and forward the minutes to the Council member and to the Department of Permits, Approvals and Inspections (PAI). Community residents and organizations may provide written comment to the Council member. The Council member may require the applicant to hold another post-submission meeting.

The applicant must also send copies of the PUD application to PAI; PAI must then transmit copies to the appropriate review agencies, and these agencies must provide a preliminary written evaluation of the PUD proposal to the Council member.

Once these procedures are completed to the satisfaction of the Council member, and if the Council finds that the proposed site is eligible for review, the Council, by adoption of a resolution, may approve the continued review of the PUD, subject to additional advertising and posting requirements. The adopting resolution is introduced only after all of the steps required by Bill 36-11 have been concluded.

In this case, an application was filed by Weber Avenue, LLC for approval of a 58.6-acre site on Old Eastern Avenue to be developed as a general development PUD to be known as Water's Landing at Middle River. The PUD proposes the development of a waterfront residential community of up to 207 dwelling units, consisting of a mix of townhomes and single family detached dwellings.

As a part of its community benefit, the applicant cleaned up the site in order to improve the water quality of the surrounding area. The cleanup cost was \$290,000. In addition, any existing shore shacks/homes and any existing septic tanks will be removed from the property, and all remaining piers or pylons serving the property, except for one pier as designated by the applicant, will be removed.

The applicant will provide a capital improvement benefit of \$50,000 to be used for improvements and enhancements of the water quality in the Essex/Middle River area.

Resolution 47-15 will be forwarded to the Departments of Planning and PAI.

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: Fred Homan
Administrative Officer **DATE:** 5/11/15

FROM: Keith Dorsey, Director  **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 7/6/15

SUBJECT: Public Recordation of Announcement
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 7977 Miller Flooring Company – Randallstown Community Center

This purchase order is for the replacement of the Mondo floor and installation of a moisture reduction system at the Randallstown Community Center, due to extensive water damage from high ground water.

In accordance with the memo issued by Property Manager George Klunk and approved by Keith Dorsey, Director of Budget and Finance on April 19, 2015, the damage is continuing to worsen and is an on-going safety issue.

Miller Flooring Company installed the original Mondo flooring at this location and has identified the underlying issue that caused the current water damage.

Amount Total: \$176,320.00
Award Date: 05/8/15

PO 7954 Cam Construction Company Incorporated – Owings Mills Learning Center

This purchase order is for the Bridge Connection construction work at the Owings Mills Learning Center, reference Contract No. 11003PO0.

As indicated in George Klunk's memo dated February 23, 2015, it is in the best interest of the County to utilize CAM Construction for this construction modification. They were the contractor for the construction of the facility and are familiar with the building.

Amount: \$160,616.00

Award Date: 5/8/15

PO 7975 Branch Group Inc. dba Rexel Inc. – SCADA upgrade parts for monitoring pumping stations

This purchase order is for Allen Bradley process logic controllers (PLC) from Rexel, USA, used at various wastewater-pumping stations and at the Fullerton complex.

Allen Bradley manufactures the Compactlogix 33ER process logic controllers (PLC) and Rexel, USA is the only authorized distributor of Allen Bradley parts/equipment in our area. Allen Bradley equipment is used extensively at the County's pumping stations and the new equipment must be compatible with existing equipment for communications and connectivity.

As stated in Department of Public Works Director Edward C. Adams' memo dated February 27, 2015, the County is upgrading and expanding the current SCADA (Supervisory Control and Data Acquisition) system in part, by replacing the PLCs. The existing units at twenty-two (22) pumping stations are nearing the end of their useful life and seventeen (17) PLCs at the Fullerton complex are being replaced because the current units do not have enough memory for alarming and do not interface directly with the new SCADA system software. This upgrade will provide the necessary memory to handle increased data traffic and new SCADA alarming routing.

Amount: \$101,489.99

Award Date: 5/8/15

PO 7953 NetMail Inc. – NetMail Maintenance & Support

This one year software license and support renewal of NetMail from NetMail Inc. protects the County's GroupWise email system from malware and spam. The GroupWise email system migration to the Microsoft Exchange e-mail system has been occurring over the last 12 months and will continue over the next 12 months.

As indicated in Robert Stradling's memo dated April 1, 2015, NetMail software is proprietary to NetMail, Inc. and support is only available through them.

Amount: \$42,000.00
Award Date: 5/8/15

MA 2939 Elliott & Frantz Inc. – Parts Morbark

This is a five-year Master Agreement covering replacement parts for a Morbark tub grinder located at the Eastern Sanitary Landfill. As detailed in the justification memo signed by Department of Public Works Director Edward C. Adams, dated April 9, 2015, Elliott & Frantz is the sole authorized distributor, as documented in the correspondence received from Ted Kushner, dated April 22, 2015. Estimated annual expenditures are \$16,000.00 per year.

Amount Total (5) years: \$80,000.00
Award Date: 5/8/15

c: M. Field
T. Peddicord
L. Smelkinson

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: Fred Homan
Administrative Officer

DATE: 5/19/15

FROM: Keith Dorsey, Director 
Office of Budget & Finance

**COUNCIL MEETING
DATE:** 7/6/15

SUBJECT: Public Recordation of Announcement
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 7992 Baltimore Gas & Electric Co dba BGE – 13058 Owings Mills Blvd. at Lyons Mill Road BGE Relocation

This purchase order represents relocation of distribution facilities on Owings Mills Blvd. at Lyons Mill Road under Capital Improvement Contract 13058-RX1. BGE owns the distribution facilities and is the only source for this relocation work.

Amount Total: \$55,358.00
Award Date: 05/18/15

PO 7993 Popowski Brothers Inc. dba PBI Restorations – Circuit Court Building Emergency

This purchase order is for emergency water damage mitigation and repairs at the County Circuit Court Building. As indicated in Property Manager George Klunk's memo, approved by Office of Budget and Finance Director Keith Dorsey on April 29, 2015, PBI Restoration responded to an emergency in the Circuit Court Building that resulted from the rupture of multiple perimeter units on three floors.

Amount: \$75,724.00
Award Date: 5/18/15

PO 7998 Popowski Brothers Inc. dba PBI Restorations – Public Safety Building

This purchase order is for emergency water damage mitigation and repairs at the Public Safety Building. As indicated in Property Manager George Klunk's memo, approved by Office of Budget and Finance Director Keith Dorsey on April 29, 2015, PBI Restoration responded to an emergency in the Public Safety Building that resulted from extreme cold causing a sprinkler line to rupture and flood three floors.

Amount: \$78,875.77
Award Date: 5/18/15

c: M. Field
T. Peddicord
L. Smelkinson

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: Fred Homan
Administrative Officer

DATE: 6/02/15

FROM: Keith Dorsey, Director
Office of Budget & Finance *KMD*

**COUNCIL MEETING
DATE:** 7/6/15

SUBJECT: Public Recordation of Announcement
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 8035 Baltimore Gas & Electric Co dba BGE – EFRC, 9150 Franklin Square Dr.,
Contract 15025 PO0

This purchase order represents installation of new distribution facilities on Eastern Family Resource Center, 9150 Franklin Square Drive under Capital Improvement Contract 15025-PO0. BGE owns the distribution facilities and is the only source for this relocation work.

Amount Total: \$29,808.00
Award Date: 06/02/15

MA 2956 Linko Technology Inc.– Software & Support, Linko Compliance Tracking
(LinkoCTS)

The Linko Compliance Tracking Software (LinkoCTS) used by the Department of Public Works (DPW) is the only known data system that can modify and expand the features necessary to manage the Industrial Wastewater Pretreatment Program and assist with compliance with Federal, State and Local discharge regulations, as amended.

The addition of the LinkoPipe Module will allow DPW to electronically transfer technical data from Laboratory Information Management System (LIMS) into Linko saving time, eliminating data entry, transcription errors, and comparing results to limits at import for violation checks which are now handled manually. The Permit writer Module will replace the DPW current

general discharge permit printing application which is Access based and no longer supported by OIT.

As indicated in DPW Director Edward Adams' memo dated May 12, 2015, Linko Technology, Inc. is the sole source and exclusive supplier for LinkoCTS. The annual support plan, add-on modules, licenses, and services and additional support can only be provided by Linko Technology Inc.

Amount: \$83,830.00
Award Date: 6/02/15

c: M. Field
T. Peddicord
L. Smelkinson