



**Worcester County Local Behavioral Health Authority**

**REQUEST FOR PROPOSALS**

**Respite Care Services**

**Children and Adolescents**

**Release Date: March 23, 2026**

**Submission Deadline: April 21, 2026, at 2 PM**

# **Request for Proposals**

## **Respite Care Services**

### **Worcester County Local Behavioral Health Authority**

#### **I. Organization Background and Initiative Summary**

##### **A. Overview of Worcester Local Behavioral Health Authority**

The Worcester County Local Behavioral Health Authority (WCLBHA) is responsible for providing leadership, oversight, and accountability for behavioral health services in Worcester County under the authority of the Maryland Department of Health (MDH). The foundational objective of the LBHA is to ensure delivery of a behavioral health system that is diverse, comprehensive, and readily accessible. The WCLBHA is responsible for planning, managing, and monitoring resources, programs, and policies of services funded by WCLBHA through federal, state, or local grants. The WCLBHA also partners with the state's Administrative Service Organization to manage programs and services within the Medicaid fee-for service system.

The WCLBHA is dedicated to ensuring providers within the Public Behavioral Health System (PBHS) deliver a range of high-quality behavioral health services explicitly tailored to effectively meet the complex and multifaceted needs of the community. This includes citizens who are experiencing behavioral health disorders, their immediate and extended families who often provide essential support, and the network of dedicated service providers and community partners essential to the delivery system. The ultimate aim is to create a robust, integrated, and person-centered environment that promotes recovery, resilience, and overall well-being across the community.

The WCLBHA has been part of the Worcester County Health Department since its inception as the Core Services Agency in 1998. The organization formally became the WCLBHA in the Spring of 2011. While the WCLBHA operates within the health department, we maintain a strict separation to prevent conflicts of interest. A firewall is in place, and the WCLBHA recuses itself from any Health Department activities where impartiality could be questioned.

##### **B. Overview of Project**

The Worcester County Local Behavioral Health Authority (WCLBHA), seeks one (1) respite provider to deliver in-home and out-of-home respite care services for the purpose of supporting family caregivers of children and adolescents under the age of 18 years old.

The Respite Care Program is to support the referral, access, and utilization of in home and out of home respite services for vendor(s)/respite provider(s) identified to serve children, adolescents, and families in three rural counties on the lower eastern shore: Somerset County, Wicomico County, and Worcester County.

Respite care is to support family caregivers and maintain children and adolescents under the age of 18 in the least restrictive environment to prevent the escalation to more intensive levels of care. Respite services are planned, scheduled, and based on the needs of the parent/caregiver which allows both the parent/caregiver and child or adolescent a therapeutic break that is consistent and integrated into the child's or adolescent's overall treatment plan. Rural counties have unique needs and the access to healthcare providers is a concern. This program allows for the expansion of high quality services to meet the needs of its residents.

The selected vendor will provide respite care services to youth that are residents of the three identified counties with emotional and behavioral disturbances eligible for Maryland's Public Behavioral Health System (PBHS) in Somerset, Wicomico, and Worcester Counties. The provider must meet requirements set forth in COMAR [Chapter 27 Community Mental Health Programs — Respite Care Services | Library of Maryland Regulation](#) by July 1, 2026. The purpose of this grant is to support linkages to in-home and out of home respite services, provide training, education, and support groups for family caregivers and respite parents, and for the provision of a parent advocate for family caregivers.

**In-Home Respite:**

- Ranges from 1-10 hours a day, and up to 72 hours every 3 months.
- Trained respite caregivers provide care in the child's home or accompanying them in the community.
- The child does not spend the night outside of the home.

**Out-of-Home Respite:**

- Includes up to 12 nights every 3 months.
- Respite takes place within a home or facility that is appropriately licensed, registered, or approved, based on:
  - The age of individuals receiving services; and
  - Whether the respite is partial day or overnight.

## **C. Scope of Services**

### **SECTION 1. PROGRAM/INITIATIVE SUMMARY:**

The Respite Care Program is to support the referral, access, and utilization of in home and out of home respite services for vendors/respite providers identified to serve children, adolescents, and families in three rural counties on the lower eastern shore: Somerset County, Wicomico County, and Worcester County. Respite care is to support family caregivers and maintain children and adolescents under the age of 18 in the least restrictive environment to prevent the escalation to more intensive levels of care. Respite services are planned, scheduled, and based on the needs of the parent/caregiver which allows for a planned service allowing both the parent/caregiver and child or adolescent a therapeutic break that is consistent and integrated into the child's or adolescent's overall treatment plan. Rural counties have unique needs and the access to healthcare providers is a concern and this program allows for the expansion of high quality services to meet the needs of its residents. The funding expands respite care services in these counties to supplement funding. The vendors will provide in home/community based and/or out of home respite care services to youth that are residents of the three identified counties.

### **SECTION 2. ACTIVITIES/SERVICES:**

Respite services are provided to children and adolescents under the age of 18. The services are scheduled and provide a structured therapeutic break for both the parent/caregiver and the child or adolescent. Services take place in the home/community based and/or out of home/overnight. A marketing and recruitment plan is developed and utilized ongoing to ensure respite homes are available for children and adolescents served through this program.

The activities/services include, but are not limited to:

1. Screening: The child or adolescent will be screened for services. The demographics and needs of the youth will be gathered. The child or adolescent will be assigned a respite home if found appropriate for the service and a respite home is available.
2. Respite Services: Children and adolescents are provided in home and/or out of home respite care services. Satisfaction surveys will be provided to families to evaluate the quality of the services provided.
3. Marketing: A marketing plan to be developed, monitored, and followed to increase utilization of respite services. The marketing plan is to attract and retain respite homes and children, adolescents, and families that are served.

4. Staffing: Monitor the program staff and services to ensure the appropriate staff are recruited, hired, and retained. Staff serve the children/adolescents, and families by providing the best quality of care, ensuring performance measures and outcomes are being met, and the program budget is spent as allowable within the contract. Staff provide community outreach within the jurisdictions served. Staff will partner with community organizations to expand referral sources. Staff will provide advisory meetings.

### **SECTION 3. PERFORMANCE MEASURES AND BENCHMARKS:**

- Provide respite services to a minimum of 30 children in an in-home or out-of-home setting.
- Hold and participate in meetings to support community engagement, collaborate with local partners, and guide service delivery.
  - 63 Meetings
    - 16 Community Meetings (advisory group, mental health or substance use advisory councils, Local Health Improvement councils).
    - 3 Community partnerships ( Local Care Teams, board of education meetings, prevention teams)
    - 40 community outreaches (outreach to other providers, community events)
    - Hold 4 advisory meetings with at least 5 non-staff persons in attendance
- Screen 100% of referred children to assess appropriateness of referral for respite services.
- Create a Marketing Plan to ensure the increase of respite homes and referrals for respite services.
  - This plan is to be updated quarterly.

#### **D. Staffing Requirements**

The selected applicant must:

- Hire and maintain staff in accordance with COMAR 10.21.27.08
  - One (1) Program Coordinator
  - One (1) Program Director required by COMAR 10.21.27.08,
    - Will be responsible for staff recruitment, training, and supervision of staff.
  - Two (2) Respite Specialists
    - Must be 18 and over and have a high school diploma or equivalent.

- If the Respite Specialists is 18-21 years old, they are limited to serving children under 13 years old.
- Complete annual CPS background checks and initial clearances for all staff associated with providing respite services, including Maryland and Federal Criminal Background (CJIS-CR), CPS Clearance Form, Maryland Judiciary Registry Search, and National Sex Offender Registry.
- Staff/individuals working on this project must have relevant experience and knowledge to meet the needs of the people who will be served within the scope of the project.

**E. Funding Availability**

Funding for the Worcester County Respite Services for Child and Adolescent program will not exceed the amount of \$69,562. Grant funds must be used to supplement Medicaid-eligible services and may only be applied to services that are not billable to Medicaid.

**F. Quality Standards**

The Worcester County Local Behavioral Health Authority and the Behavioral Health Administration are committed to ensuring that Respite services for children and adolescents are of high quality and responsive to the needs of the eligible population. Providers that do not meet the requirements as outlined in this Request for Proposal (RFP) and in applicable COMAR shall be subject to a Corrective Action Plan, with additional follow-up monitoring by the Worcester County Local Behavioral Health Authority (WCLBHA) to ensure that the requirements are being met. In the event that the Respite provider is unable or unwilling to meet the requirements as specified by this Request for Proposal (RFP), WCLBHA reserves the right to terminate the contract with the provider and re-issue a competitive solicitation for a replacement provider.

**G. Contract Monitoring**

Worcester County Local Behavioral Health Authority (WCLBHA) shall engage in ongoing, periodic monitoring activities to evaluate the quality of service delivery and essential ingredients of the program. Activities shall include, but are not limited to the following:

- At least (1) site visit annually to evaluate and document compliance with administrative and programmatic requirements, including but not limited to evidence in the medical record of a diversity of referral sources and relationships with relevant organizations for referral and linkage to care.

- Review of administrative data reports and claims data to evaluate program effectiveness.
- Review of policy and personnel records to ensure administrative compliance.
- Participation in any provider meetings as required by the WCLBHA.
- Collection and submission of programmatic data, as required by the WCLBHA.
- Providers selected through this Request for Proposal (RFP) shall be required to participate in all monitoring and evaluation activities.

#### **H. Mechanisms To Integrate With Existing Systems**

The applicants must address their financial ability to provide the scope of services requested at the quality desired and the legal liability associated with the operation of the proposed services.

**Applicants having current contracts with Behavioral Health Administration (BHA) or Worcester County Local Behavioral Health Authority (WCLBHA) must have demonstrated success in meeting outcome and program requirements.**

## **II. Timeline**

**RFP Release Date:** Monday, March 23, 2026

**Pre-Bid Proposal Meeting:** Tuesday, March 31, 2026

Hold: Respite Pre-Bid Proposal Meeting

Friday, March 31 · 10:00 – 11:00am

Time zone: America/New\_York

Google Meet joining info

Video call link: <https://meet.google.com/ckc-qvqv-ymt>

Or dial: (US) +1 281-915-9678 PIN: 790 010 699#

More phone numbers: <https://tel.meet/ckc-qvqv-ymt?pin=4144386197035>

**Proposal Due Date: Tuesday, April 21, 2026, at 2 p.m.**

Office of the County Commissioners

Procurement Officer

Worcester County Government Center

One West Market Street, Room 1103

Snow Hill, MD 21863

**Review Committee Meeting: April 27, 2026**

This is a closed meeting for the purpose of reviewing applications with the Evaluation Committee

**Anticipated Award Notification: May 11, 2026**

**Anticipated Contract Award Start Date: July 1, 2026**

### **III. Proposal Submission and Closing Date**

The deadline of submission for proposals is Friday, April 10, 2026 at 1:00pm to the Worcester County Administration Office of the County Commissioners. **Please submit one (1) original and five (5) copies of the proposal.** No email or facsimile submissions will be accepted. Documents may be mailed at the applicant's risk. The Worcester County Local Behavioral Health Authority (WCLBHA) is not responsible for late, lost, or misdirected mail. Proposals not received by the deadline will not be considered.

**Mailed proposals should be sent to:**

Worcester County Administration:  
Office of the County Commissioners  
Attn: **Ed Welch** Procurement Officer

Government Center  
One West Market Street, Room 1103  
Snow Hill, MD 21863-1195  
410-632-1194

**Questions and Requests for Respite Documents**

Agencies may submit questions and requests for an electronic copy of the Amended Application to Ed Welch at [purchasing@worcestermd.gov](mailto:purchasing@worcestermd.gov).

#### **Cost of Proposal Preparation**

Any costs incurred by offerors in preparing or submitting proposals are the sole responsibility of the offerors. The Worcester County Local Behavioral Health Authority (WCLBHA) will not reimburse any offeror for any costs incurred in making a proposal or subsequent pre-contract discussions, presentations, or negotiations.

## **Selection and Ad Hoc Committee**

A committee will be formed by the issuing Worcester County Local Behavioral Health Authority (WCLBHA) to review the proposals, findings, recommendations and other pertinent items during this procurement. All proposals accepted by the WCLBHA will be reviewed to determine whether they are satisfactorily responsive to this RFP. Proposals that are determined to lack satisfactory responsiveness will not be reviewed or rated. An ad hoc evaluation committee will evaluate and rate all responsive proposals based on the evaluation criteria listed in Attachment I.

## **Format of the Proposal**

Each offeror is required to submit a sealed package that bears the name of the offeror, the title Respite Services Care Services: Children and Adolescents Proposal, and the closing date for proposals on the outside of the package. Inside this package; one (1) original and five (5) copies shall be the offeror's technical proposal.

## **Freedom of Information**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential proprietary information or trade secrets and provide any justification why such material, upon request, should not be disclosed by Worcester County Local Behavioral Health Authority (WCLBHA) under the Maryland Public Information Act, State Government Article, Sections 10-611 et seq. annotated Code of Maryland.

Offerors are advised that the mere assertion of confidentiality is not sufficient to make matters confidential under the act. Information is confidential only if it is customarily so regarded in the trade and/or the withholding of the data would serve an objectively recognized private interest sufficiently compelling as to override the general disclosure policy of the act. In determining whether information designated as such is proprietary, WCLBHA will follow the direction provided by its attorney when responding to requests for information contained in proposals.

It may be necessary that the entire contents of the proposal of the selected offeror be made available and reproduced for the purpose of examination and discussion by a broad range of interested parties.

## **IV. Technical And Financial Proposal Criteria**

### **Overview**

The proposal should address all points outlined in this Request for Proposal (RFP) and should be clear and precise in response to the information and requirements described. A transmittal letter should accompany the technical proposal. It should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in this Request for Proposal (RFP).

### **Proposal Instructions and Narrative Outline**

The proposal should be a clear, concise narrative that describes the applicant's intent to serve the target population.

#### **1. Organizational Background**

- Describe the organization's history and experience providing respite services and/or serving children with intensive mental health needs and their families. Submit relevant approval letters or licenses.
- Describe your organization's mission and purpose.
- Provide a summary of your organization's services offered and target clientele.
- Describe your organization's structure and leadership: Legal status, governing board, and staff overview.
- Describe the organization's capacity to provide Respite services for children and adolescents, including your ability to adhere to the requirements under COMAR, specifically:
  - COMAR 10.21.27.03 – Program Eligibility
  - COMAR 10.63.01 – Requirements for All Licensed Programs
  - COMAR 10.63.02 – Accreditation Requirements
  - COMAR 10.63.03.15 – Respite Care Services Program
  - COMAR 10.09.89 – Medicaid Regulations for Behavioral Health Services
  - COMAR 10.21.27 Respite Care Services

#### **2. Description and Goals of Respite Services Care Services: Children and Adolescents**

- Describe how you plan to implement the Scope of Service and demonstrate how the approach would fulfill the goals and objectives described in this Request for Proposal (RFP).

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

### **3. Program's Organizational Structure and Staffing Plan**

- Describe the staffing pattern you will use to deliver the proposed services, including the supervisory roles and educational background and experience of staff to be assigned to this project. Include an organizational chart.
- Describe your plan to ensure that qualified staff is available 24 hours per day, 7 days per week to address crises and to prevent disruptions of service.
- Describe your plan to ensure adequate and appropriate supervision of staff, particularly for staff who often work offsite.
- Describe the training plan for staff.
- Include a statement indicating that recruitment, training, and supervision procedures are in compliance with the Equal Employment Opportunity (EEO) guidelines; and the Americans with Disabilities Act (ADA).

### **4. Effectively Serving the Target Population**

- Describe how your organization will ensure that all eligible individuals referred will be accepted into Respite services.
- Describe the program's referral process, how it will be inclusive and flexible, and how the program will market the program to generate referrals.
- Describe how the program will use assertive outreach strategies to locate, engage, and enroll individuals viewed as challenging to serve.
- Describe how your organization will ensure that services are delivered in a culturally and linguistically competent manner, responsive to the diverse communities served.
- Describe how your organization will assess and work with individuals who have limited English proficiency, including the procedures in place to address service access for these individuals.

### **5. Program Evaluation and Quality Assurance**

- Describe the program's anticipated outcomes and how you will track and monitor these outcomes.
- Describe the quality assurance process of the organization or program (e.g., client satisfaction surveys, program evaluation, etc.).

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

## **6. Project Budget and Budget Justification**

- Applicants should use the template provided (Attachment III).
- The budget should align with the scope of services.
- Note: The funding available for this project is \$69,562 (amount to include indirect to the WCLBHA)

## **7. Implementation Timeline**

- Provide a timeline to establish and execute Respite Care Services: Children and Adolescents.

## **8. Appendices**

- Appendix 1 – Current or most recent state approval letters or licenses that document experience providing mental health services in Maryland under the aforementioned COMAR regulations, including the most recent accreditation, licensure, and compliance site visit report, statement of deficiencies, and corrective action plan, as applicable.
- Appendix 2 – Organizational chart
- Appendix 3 – Include two letters of support that demonstrate strong collaboration effort

# **V. Proposal Evaluation Criteria (See Attachment I)**

## **VI. Selection And Contract Requirements**

The Worcester County Local Behavioral Health Authority (WCLBHA) or its designee shall select the most qualified and responsive applicant through this Request for Proposal (RFP). The selected offeror will be required to enter into a contractual agreement with the Worcester County Local Behavioral Health Authority (WCLBHA) to serve as the Respite Care service provider in the Tri- County.

Please see Attachment II: the sample contract packet for the WCLBHA for your reference and review. The contents of this Request for Proposal (RFP) and the proposal of the successful offeror will be incorporated by reference into the resulting agreement.

WCLBHA will enter into a contract only with the selected offeror and the selected offeror will be required to comply with, and provide assurance of, certification as to certain contract requirements and provisions. The selected applicant will also be required to receive and maintain approval from the Behavioral Health Administration (BHA).

## **Attachment I**

### **RESPITE CARE SERVICES: CHILDREN AND ADOLESCENT PROGRAM RATING SHEET**

#### **Organizational Background (10 points)**

- This section should provide evidence of the organization's history and experience providing respite services and/or serving children with intensive mental health needs and their families.
- It should also clearly show the organization's understanding of the requirements under COMAR.

#### **Description and Goals of the Mental Health Case Management Program (20 points)**

- The description of the program should show a strong commitment to the goals of Respite services.
- The applicant should demonstrate a strong understanding of the requirements listed in the Scope of Service by providing a detailed implementation plan.
- The location of services should be adequate to store case files, support staffing needs, and promote access to services.
- It should be clear that the program will avoid known conflicts of interest/ self-referral and respect individual choice when connecting clients to other services.

#### **Program's Organizational Structure and Staffing Plan (15 points)**

- The staffing pattern and organizational chart should demonstrate a strong understanding of the regulations that govern the staffing Respite Services outlined in COMAR.
- It should be apparent that qualified staff will be available 24 hours per day, 7 days per week to address the urgent needs of clients.
- Staff training and supervision should be adequate to support staff who often work offsite and with individuals with diverse needs and backgrounds.

#### **Effectively Serving the Target Population (25 points)**

- This section should thoroughly explain how the applicant will effectively reach out to, engage, enroll, serve, and successfully link the target population into services, particularly those individuals with multiple, complex needs.
- Emphasis should be given to the partnerships the program either has or will develop for the purposes of generating referrals from and making linkages to these systems.

- This section should clearly articulate a commitment to service delivery that is culturally and linguistically competent and responsive to the diverse communities served. It should also describe how the program will work with people who have limited English proficiency, both within the program and in connecting clients to culturally and linguistically competent care.

**Program Evaluation and Quality Assurance (15 points)**

- The applicant should show a commitment to providing quality services by describing how quality will be defined and measured on an ongoing basis.

**Project Budget and Budget Justification (15)**

- The budget should align with the scope of services.
- Provided a clear and concise budget request
- Provided thorough narration/justification of projected expenses

**Implementation Timeline (5 points)**

- The timeline should be reasonable and include any activities the provider will do that will assist in preparing to deliver services. The timeline should also emphasize the transition of existing clients of providers not selected by this Request for Proposal (RFP) process if they are an existing provider.

## **ATTACHMENT II**

# SAMPLE CONTRACT

Worcester County Local Behavioral Health Authority  
Agreement For  
**Respite Care Services**

THIS AGREEMENT is made this **DAY** day of **MONTH, YEAR** by and between Worcester County Local Behavioral Health Authority, a public authority of the State of Maryland, hereinafter called the Worcester County Local Behavioral Health Authority, and the **SUBVENDOR NAME**, hereinafter called the sub-vendor, located at **SUBVENDOR ADDRESS** for the purpose of providing services under the **Respite Care Services** Grant Program Services. **THIS IS A COST REIMBURSEMENT CONTRACT.**

## **1 GENERAL CONDITIONS**

The State of Maryland and/or Worcester County have imposed various general conditions upon this Agreement. These conditions are:

### **1.1 Reporting and Evaluation**

The sub-vendor will maintain program statistical records and submit status reports as are required by the Worcester County Local Behavioral Health Authority according to a schedule prescribed by and using the forms or formats provided by the Worcester County Local Behavioral Health Authority and the State of Maryland.

The sub-vendor shall maintain program records and all pertinent information required by the Worcester County Local Behavioral Health Authority and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted upon reasonable notice, or site at any reasonable time by State of Maryland personnel whose official duties require such review or meetings and such other persons as authorized by the Worcester County Local Behavioral Health Authority.

### **1.2 Inspection of Premises**

The sub-vendor agrees to permit authorized officials of the State of Maryland/Worcester County Local Behavioral Health Authority to monitor/inspect, at reasonable times, its program and place of business, job site, or any other location, that is related to the performance of this Agreement.

### **1.3 Confidentiality**

Neither Party shall use or disclose any confidential information which would identify a client of the services provided under this Agreement for any purpose not directly connected with administration of such services, except upon written consent of the other Party and the client or, if he be a minor, his responsible parent or guardian, unless the disclosure is required by court order, or for program monitoring by an authorized State of Maryland agency.

### **1.4 Laws to be Observed**

The sub-vendor shall keep fully informed of and comply with all Federal, State, and County laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed to carry out this Agreement, or which in any way otherwise affect or are applicable to the service or performance of this Grant for Services Agreement.

### **1.5 Licensure Requirements**

The sub-vendor shall acquire and maintain as current all licenses and certifications appropriate to and necessary for the provision of services under this Agreement for Services. Failure or inability to

acquire and maintain current licenses and certifications shall render this Agreement for Services null and void.

**1.6 Civil Rights, Americans with Disabilities Act, and Affirmative Action**

The sub-vendor certifies that it will comply with the Civil Rights Act of 1964, Americans with Disabilities Act, section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, and Section 13-219 of the State Finance and Procurement article, Annotated Code of Maryland.

No individual shall on the ground of race, color, national origin, creed, sex, age, marital status, religion, ancestry, physical and/or mental disability shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination as part of the service or activities of the project provided by the sub-vendor. Nor shall such discrimination be practiced in the employment of personnel involved in such projects and/or services of the sub-vendor. The sub-vendor and all subcontractors shall post in conspicuous places, available to employees and applicants for employment or services, notices setting forth the provisions of this non-discrimination clause. The Worcester County Local Behavioral Health Authority has established and will maintain "methods of administration" to assure that each program or activity for which it provides local financial assistance will be operated in accordance with the compliances. The sub-vendor agrees to cooperate fully with any efforts being made or monitored by the State of Maryland.

**1.7 Prohibition of Sexual Harassment**

The sub-vendor shall operate under this Agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this Agreement. Further, the sub-vendor shall include this clause, or a similar clause approved by the Worcester County Local Behavioral Health Authority, in all subcontracts.

The sub-vendor has primary responsibility for enforcement of these provisions and for securing and maintaining the subcontractor's full compliance with both the letter and spirit of this clause.

**1.8 Drug Free Workplace**

The sub-vendor certifies that it will provide a drug free workplace by implementing the provisions at 29 CFR 98.630. The sub-vendor also agrees to maintain a list of places where the performance of work in connection with this Grant will take place. This list shall be available for review by the Worcester County Local Behavioral Health Authority.

**2 DOCUMENTS AND RECORDS**

**2.1 Maintenance of Services Records**

The sub-vendor shall maintain all records and documents pertaining to its services under this Agreement for a period of five years from the date of final payment by the Worcester County Local Behavioral Health Authority. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five-year period, the records and documents shall be maintained by the sub-vendor until completion of action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

The Worcester County Local Behavioral Health Authority may substitute copies made by microfilming, photocopying, or similar methods for the original records upon prior notification and approval.

**2.2 Maintenance of records for non-expendable property**

The sub-vendor shall maintain records for non-expendable property, purchased with Grant funds for

a period of three years subsequent to the final disposition of this property. Similar terms with regard to maintenance of such records in the event of litigation, claim, negotiation, audit, or other action involving these records at the expiration of the three-year period as set forth in the above section shall be applicable to these records.

**2.3 Access to Records**

The sub-vendor shall permit duly authorized representatives of the State of Maryland and the Worcester County Local Behavioral Health Authority, at any reasonable time, the right of access to any records or documents of the sub-vendor, its subcontractors, or assignees which are pertinent to the services to be provided by the sub-vendor under this Agreement in order to make audit, examination, excerpts, and transcripts. The rights of access under this section shall not be limited to the required maintenance of records period set forth in the above section but shall last as long as the records and documents are maintained by the sub-vendor, its subcontractors, or assignees.

**2.4 Rights to Data**

The Worcester County Local Behavioral Health Authority may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others do so, all data delivered under this Agreement except where such use may contravene Federal, State, or County guidelines on client confidentiality. The sub-vendor shall not affix any restrictive markings upon any data and if such markings are affixed, the Worcester County Local Behavioral Health Authority shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The sub-vendor hereby grants to the Worcester County Local Behavioral Health Authority a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of and to authorize others so to do all data and materials now or hereafter covered by copyright; provided that with respect to data originated in the performance of this Agreement, such license shall be only to the extent that the sub-vendor has the right to grant such license without becoming liable to pay compensation to others because of such grant.

The sub-vendor shall exert all reasonable effort to advise the Worcester County Local Behavioral Health Authority, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data compiled from work not composed or produced in the performance of this Agreement and not licensed under this clause.

The sub-vendor shall report to the Worcester County Local Behavioral Health Authority, promptly and in written detail, each notice or claim of copyright infringement received by the sub-vendor with respect to all data delivered under this Agreement.

**2.5 Publications**

All published materials (written, visual, or audio) prepared in connection with this Agreement shall carry a footnote acknowledging assistance received under this grant, and that the claimed findings and conclusions do not necessarily reflect the views of the State of Maryland and/or the Worcester County Local Behavioral Health Authority. In addition, a copy of all publications must be furnished to the State of Maryland and the Worcester County Local Behavioral Health Authority.

**2.6 Insurance**

The sub-vendor will perform services with the degree of skill and judgment, which is normally exercised by recognized professionals with respect to services of a similar nature.

It is agreed that the sub-vendor shall be responsible for any loss, personal injury, deaths, and/or damages that may be done or suffered by any persons solely by reasons of the sub-vendor's service performance, negligence, or failure to perform any of the obligations which obligates him/her to perform. The sub-vendor hereby agrees to indemnify and save the State of Maryland harmless to the extent permitted by law from any loss, cost, damages and other expenses suffered or incurred by the

State of Maryland solely by reason of the sub-vendor's negligence or failure to perform any of the said obligations. The sub-vendor shall take proper safety and health precautions to protect his work, his employees, the public and the property of others from any damages or injury resulting solely from the performance of his work described herein.

The sub-vendor has in force or shall obtain, and will maintain insurance in not less than the following amounts during the performance of the services called for in this Agreement:

Workmen's Compensation Insurance - covering the sub-vendor's employees as required by Maryland law.

Comprehensive Bodily Injury and Property Damage Liability Insurance – excluding automobiles owned or hired by the sub-vendor or loaned to the sub-vendor by the State of Maryland, with limits as follows:

Bodily Injury or Death:	\$250,000 each person \$500,000 each occurrence
Property Damage:	\$200,000 each person \$500,000 each occurrence
Professional Liability:	\$200,000 per claim/person \$500,000 each occurrence

**2.7 Contracts/Grant Modifications**

The Worcester County Local Behavioral Health Authority must approve, in writing, requested changes by the sub-vendor in project content, including fiscal and program changes. The following Agreement modifications will require the approval of the Worcester County Local Behavioral Health Authority and be documented as an Agreement Amendment:

- (1) An increase in the total amount of Grant Funds.
- (2) An increase in any single approved budget line item (if any) as set forth in Attachment – I, Compensation.
- (3) A change in the cost sharing ratio.
- (4) A change in the project period and project year dates.
- (5) A change in the sub-vendor's project.
- (6) A major change in Scope of Services or service delivery (Attachment II).
- (7) A major change in the Conditions of Award/Statement of Work (Attachment III).

- 2.8** This Agreement shall be effective for the time period commencing on **July 1, 2026** and ending on **June 30, 2027** of the same fiscal year, unless otherwise agreed upon in writing. If funds are not appropriated or otherwise not made available to support continuation in any fiscal or calendar year the State of Maryland shall have the right to terminate this Grant and the sub-vendor is not entitled to recover any cost not incurred prior to termination.

**2.9 Equipment**

All expenditures from these grant funds shall be allowable under and in accordance with the DHMH/MDH Human Services Agreement Manual. When the contractor discontinues providing services described in the Attachment – II, Scope of Services, all equipment purchased through this contract will be returned to the Worcester County Health Department Local Behavioral Health Authority.

**2.10 Equipment Purchasing**

The Worcester County Local Behavioral Health Authority must maintain inventory lists of all

equipment purchased over \$100, using both state and federal funds provided by the Maryland Behavioral Health Administration. When using Worcester County Local Behavioral Health Authority funds, the Contractor agrees to provide an explanation of who is using the equipment (must be supported by grant), where the equipment is located and receipt of purchase. During the annual site visit, the Worcester County Local Behavioral Health Authority program monitor may ask for proof of purchase, and ensure the equipment is still in its intended use. The reallocation of Worcester County Local Behavioral Health Authority grant funded equipment must be approved by the Worcester County Local Behavioral Health Authority Director. If the equipment purchased with Worcester County Local Behavioral Health Authority grant funds is deemed broken or no longer usable, the Worcester County Local Behavioral Health Authority Director must be notified of the disposal, in writing, along with submission of the monthly/quarterly program report.

**2.11 Termination of Grant**

If the State of Maryland terminates this Grant for any of the aforementioned reasons, the State of Maryland will perform a final monitoring of the contract. Any money obligated under the Agreement (even if drawn down) but not needed to meet obligations incurred to the date of termination and in accordance with the approved budget, will be returned to the Worcester County Local Behavioral Health Authority.

**2.12 Submission of Program Reports**

The sub-vendor shall submit to the Worcester County Local Behavioral Health Authority quarterly expenditure and programmatic reports and an accumulative program report for the twelve (12) month period (7/1/2026 through 6/30/2027). Reports submitted by the sub-vendor to the Worcester County Local Behavioral Health Authority shall be conducted in compliance with a generally accepted reporting standard and as described in Attachment III of this Agreement. Failure to comply with this requirement could result in non-payment, which could lead to the termination of the Grant or consideration of renewal.

**2.13 Sub-Letting of Agreement**

It is mutually understood and agreed that sub-vendor shall not assign, transfer, convey, sublet or otherwise dispose of his Agreement or his right, title or interest therein, or his power to execute such Agreement, to any other person, firm, or corporation, without the previous written consent of the Worcester County Local Behavioral Health Authority, but in no case shall such consent relieve the sub-vendor from his obligations, or change the terms of the Agreement.

**3 SPECIAL REQUIREMENTS**

All requests for changes in **Respite Care Services** programming shall be submitted in writing to the Worcester County Local Behavioral Health Authority for approval prior to implementation.

This award is based on estimated levels of state funds. If actual allocations differ from current estimates, this award may be adjusted accordingly. Services funded with these Conditions cannot be billed under Maryland's Public Behavioral Health System.

Provide the Worcester County Local Behavioral Health Authority any corrective action plans that result from a program investigation, consumer complaint, or unmet contract deliverables within 15 days of notification to the program.

The Worcester County Local Behavioral Health Authority will provide technical assistance, quality assurance and fiscal oversight to ensure that the sub-vendor develops and monitors criteria for contract performance standards; procures services; develops budgets and monitors expenses; monitors service provision; repurposes unspent grant funds to ensure best utilization of funding; conducts reviews for continued need of services performed.

Any proposed "re-purposing" of grant funds shall be discussed with and approved by the Director of

the Worcester County Local Behavioral Health Authority, along with Office of Crisis and Criminal Justice Services and other appropriate executive approvals required by the Behavioral Health Administration.

Failure to comply with these Conditions of Award may result in the following, until such time that areas of non-compliance are corrected, including but not limited to:

- loss of award
- future audit exceptions
- dis-allowance of expenditures
- award reductions
- delay in payment of award funds

Compliance with these Conditions of Award will be determined through conducting on-site visits using a BHA provided monitoring tool to assess compliance with the Conditions of Award. For identified areas of non-compliance, the Worcester County Local Behavioral Health Authority shall:

- require a corrective action plan
- monitor corrective action progress
- submit the completed monitoring report to the BHA within the specified timeframe

#### **4 BUDGET AND FINANCE**

##### **4.1 Compensation**

The value of this grant is defined in Attachment – I, Compensation, which is attached hereto and made a part hereof. Payment is contingent upon availability of funding.

##### **4.2 Payment/Request for Funds**

The sub-vendor will be paid pursuant to the terms and conditions outlined in costs and services rendered under this Agreement. The sub-vendor must submit a completed request for payment form to the Worcester County Local Behavioral Health Authority in the format and according to the schedule specified by the Worcester County Local Behavioral Health Authority.

##### **4.3 Maintenance of Fiscal Records and Audits**

The sub-vendor shall maintain all fiscal records, audits, reports requested by the Worcester County Local Behavioral Health Authority and all other documents relative to the performance of services under this contract. Separate accounting systems for Agreement funds will be established and maintained including disbursements, expenditures, and time sheets.

The sub-vendor shall adopt generally accepted accounting procedures and practices and maintain books, records, documents and other evidence which sufficiently and properly reflect all direct costs of any nature, expended in the performance of this project. The sub-vendor and its subcontractors will make available such books, records, documents, and other evidence records for inspections, reviews or audits by the Worcester County Local Behavioral Health Authority and/or State of Maryland at any reasonable time.

The sub-vendor shall collect statistical data of a fiscal nature on a regular basis and make fiscal, statistical reports and statements according to times prescribed by, and on forms furnished by the Worcester County Local Behavioral Health Authority and/or State of Maryland. Failure to submit any report when due may result in suspension of funding until the report is received.

##### **4.4 Payment/Request for Funds**

The sub-vendor will be paid pursuant to the terms and conditions outlined in eligible expense costs and services rendered through this project. The sub-vendor must submit a completed request for payment form to the Worcester County Local Behavioral Health Authority in the format and according to the schedule specified by the Worcester County Local Behavioral Health Authority.

**4.5 Invoicing**

Invoicing and payment schedules will be determined during the contracting process with the Worcester County Local Behavioral Health Authority. Invoices for work, services and items not on the project timeline and/or not approved by the Worcester County Local Behavioral Health Authority may result in denial of further funding. The Awardee must provide receipts and/or other documentation of expenditures and attach to invoices. Receipts and proof of payment will be required for reimbursement.

Invoices are to be submitted to:

**Worcester County Local Behavioral Health Authority**  
via email [worcester.lbha@maryland.gov](mailto:worcester.lbha@maryland.gov)  
OR  
**Worcester County Local Behavioral Health Authority**  
ATTN: Worcester County Local Behavioral Health Authority Director  
P.O. Box 249  
Snow Hill, MD 21863

**4.6 Cost Reimbursement Contract Audits**

The sub-vendor must submit the MDH 440 (Annual Report) to the Worcester County Local Behavioral Health Authority and must certify that the reported expenditures and revenues are true and correct. The Worcester County Local Behavioral Health Authority shall carefully review the sub-vendor’s MDH 440 to determine that it is correct and reasonable, and that the sub-vendor stayed within budgetary limits.

Audit requirements for cost reimbursement contracts totaling over \$100,000 must be audited by the Worcester County Local Behavioral Health Authority as set forth in the information below.

- A. cost reimbursement contracts totaling \$100,000 or less do not need to be audited unless there are allegations of abuse of funds or suspicions of mismanagement.
- B. cost reimbursement contracts totaling over \$100,000 must be audited by the vendor as set forth in paragraph 4.6- Frequency of Audits below.

**4.7 Frequency of Audits**

- A. Sub-vendor contracts that have been terminated for cause or contracts with sub-vendors that have gone out of business must have audits performed and the reports completed within three months of the end of the contract period or the termination of the contract.
- B. Sub-vendor contracts that have not been continued (i.e., they have simply expired) must have audits performed and the reports completed within 12 months of the end of the contract period.
- C. Sub-vendor contracts that are continuing from year to year shall be audited every other fiscal year and the audit shall encompass the last two completed fiscal years. If a vendor believes that a sub-vendor may be having fiscal or other problems, the vendor shall have an audit performed as soon as possible.

**4.8 Submission of the Audit Report**

The sub-vendor shall submit to the Worcester County Local Behavioral Health Authority a completed report for Fiscal Year **2027** by **SIX MONTHS AFTER CLOSE**. The sub-vendor shall provide an annual certified financial audit report conducted by an independent accounting firm. Additionally, if the sub-vendor receives Federal Grant Funds, the sub-vendor must submit a compliance audit in accordance with the Single Audit Act of 1984, which is incorporated into this Agreement by reference. Failure to comply with these requirements shall result in termination of the Agreement.

**4.9 Audit or Examination Discoveries**

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered upon

examination or audit of records and documents pertinent to the performance of services under this Agreement, the sub-vendor is responsible for such expenditures and for making any necessary reparations to the Worcester County Local Behavioral Health Authority.

**4.10 Unexpended Funds**

Any request for carryover of unexpended funds should be submitted to the Worcester County Local Behavioral Health Authority at least 30 days in advance of the termination date of the Agreement to allow for the Worcester County Local Behavioral Health Authority/State of Maryland approval and processing. The approval or disapproval of any carry over will be stated by the Worcester County Local Behavioral Health Authority and/or State (where applicable) in writing.

Unexpended funds may be reallocated to another sub-vendor or deducted from the next fiscal year's award to the original sub-vendor.

**4.11 Budget Modifications**

A budget modification is a revised budget, which restates the original budget and incorporates line-item changes desired by either the sub-vendor or the Worcester County Local Behavioral Health Authority program administration to achieve a new approved budget. A budget modification does not affect the total amount of other funding sources.

Sub-vendor may submit a budget modification request to the Worcester County Local Behavioral Health Authority program administration up to March 15th for the current fiscal year (July 1 - June 30). Sub-vendor must submit a budget modification when any original requested line item in the previously approved budget is exceeded by the greater of 10% or a total of \$5,000. All non-budgeted line items that were not originally approved by the Worcester County Local Behavioral Health Authority program administration require a budget modification.

Modifying a budget without expressed Worcester County Local Behavioral Health Authority approval may be considered a breach of the Worcester County Local Behavioral Health Authority Scope of Work and Compensation agreements.

**5 TRAINING SUPPORT**

The Worcester County Local Behavioral Health Authority must maintain records of all trainings attended using both state and federal funds provided by the Maryland Behavioral Health Administration. When using Worcester County Local Behavioral Health Authority grant funds, the Contractor agrees to provide documentation of attendance following the completion of the training. If the Contractor organizes or hosts a training using Worcester County Local Behavioral Health Authority grant funds, attendance sheets and invoice/receipt of payment must be submitted with monthly/quarterly invoice request.

**6 TRAVEL SUPPORT**

The Worcester County Local Behavioral Health Authority must maintain records of all travel related expenses using both state and federal funds provided by the Maryland Behavioral Health Administration. When using Worcester County Local Behavioral Health Authority grant funds, the Contractor agrees to provide an explanation of travel and documentation of expenses, as well as any applicable receipts. If Worcester County Local Behavioral Health Authority grant funds are used for travel-related expenses, invoice/ receipt of payment must be submitted with the monthly/quarterly invoice request.

**7 FILING A GRIEVANCE**

The Worcester County Local Behavioral Health Authority recognizes that behavioral health service providers, consumers, or their family members have a right to express a concern or complaint. It is the policy of the Worcester County Local Behavioral Health Authority to attempt to resolve concerns and complaints. The procedure for addressing a grievance is detailed below.:

- A. The concern should first be addressed with the Worcester County Local Behavioral Health Authority Program Monitor.
- B. If the concern persists, the provider/consumer may make a formal complaint in writing, or verbally, to the Director of the Worcester County Local Behavioral Health Authority. This should include details and information about the complaint or concern.
- C. If the issue is not satisfactorily addressed, the provider/consumer may follow up with correspondence (written or verbal) to the Worcester County Health Department's Director of Planning/Quality.
- D. Should the issue still not be satisfactorily addressed, the provider/consumer may initiate a grievance directly to the Maryland Behavioral Health Authority by calling 1-800-888-1965.

**8 SCOPE OF SERVICES**

The sub-vendor agrees to perform the services outlined in Attachment - II, Scope of Services, which is attached hereto and made a part hereof. The Scope of Services may be amended by mutual agreement or to meet the Conditions of Award as established by the Behavioral Health Administration.

**9 TERM**

The initial term of this Agreement shall be the time period beginning on **7/1/2026**, and ending on **6/30/2026**.

**10 TERMINATION**

This Agreement shall not be terminated during its term without the mutual consent of the parties except that:

**10.1 Termination for Insufficient Funds**

If the present source of funding should be reduced or terminated, this grant shall automatically terminate at the option of the State of Maryland with verbal and written notice. If the State of Maryland/Worcester County Local Behavioral Health Authority terminates this grant, the sub-vendor is not entitled to recover any costs not incurred prior to termination.

**10.2 Termination for Default**

If the sub-vendor fails to fulfill his/her obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State of Maryland/Worcester County Local Behavioral Health Authority may terminate the Agreement by written notice to the sub-vendor. The notice shall specify the acts of omission relied on as cause for termination. The State of Maryland shall pay the sub-vendor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the Agreement of damages caused by sub-vendor's breach. If the damages are more than the compensation payable to the sub-vendor, the sub-vendor will remain liable after termination and the State of Maryland can affirmatively collect damages.

**10.3 Termination for Convenience**

The performance of work under this Agreement may be terminated by the State of Maryland with sixty (60) days written notice in accordance with this clause or whenever the Worcester County Local Behavioral Health Authority shall determine that such termination is in the best interest of the State of Maryland.

The State of Maryland will pay all reasonable costs associated with this Agreement that the sub-vendor has incurred up to the date of the termination and all reasonable costs associated with termination of the Agreement. However, the sub-vendor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

**11 BREACH**

In the event that either party breaches this Agreement resulting in damages to the other party, the principal remedy shall be the immediate termination of the Agreement, together with all other remedies set forth herein.

The waiver of either party of any breach of any provision of this Agreement of warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver or such right. All rights and remedies provided for herein are cumulative

**12 INDEMNIFICATION**

To the extent permitted by law, the sub-vendor, shall indemnify and hold harmless the State of Maryland, its agent, officials, and employees, from any liability, damage, expense, cause of action, suits, claims, or judgments up to the amount of the sub-vendor's statutory limits of liability, as provided by law, arising from injury to persons, including death or personal injury or otherwise, which arises out of the acts, failures to act, to negligence of the sub-vendor, its agents and employees, in connection with or arising therefrom or incurred in connection therewith as it pertains to this Agreement, and if any judgment shall be rendered against the State of Maryland/Worcester County Local Behavioral Health Authority in any such action, the sub-vendor shall at its own expense, satisfy and discharge same, up to the amount of the sub-vendor's statutory limits of liability, as provided by law.

**13 INCLUSION OF ENTIRE AGREEMENT**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to obligations and responsibilities to one another and contains all of the covenants and agreements between the parties.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

**14 NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the Worcester County Local Behavioral Health Authority and to sub-vendor at their respective places of business as designated from time to time by the parties.

**15 LAW GOVERNING AGREEMENT**

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

This Contract is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreements Manual. The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

**FOR WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature) (DATE)  
Shylia Tingle, MPsy  
(Type Name)  
Director  
(Title)

**FOR SUBVENDOR NAME**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature) (DATE)  
**NAME**  
(Type Name)  
**TITLE**  
(Title)

**FOR WORCESTER COUNTY HEALTH DEPARTMENT**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature) (DATE)  
Rebecca Jones, RN, BSN, MSN  
(Type Name)  
Health Officer  
(Title)

## **ATTACHMENT III**

### **BUDGET FORM**

Use attached Excel file on the County's bid board (MDH 432 A-H 011822 Respite).