ST. MARY'S COUNTY HEALTH DEPARTMENT (SMCHD)
MOBILE HEALTH SERVICES EXPANSION INITIATIVE
REQUEST FOR PROPOSALS (RFP)
RFP 27-05

OVERVIEW

The St. Mary's County Health Department is issuing this RFP 27-05 to seek proposals from qualified organizations to design, expand, or implement mobile, home-based, community-based, or place-based health access strategies for residents of St. Mary's County.

SMCHD intends for projects funded through this RFP to operate as strategy arms of St. Mary's 360: Connected Care Everywhere, SMCHD's umbrella framework for improving access to care and public health outcomes in St. Mary's County. St. Mary's 360 is being developed as a coordinated local system that connects residents to healthcare, behavioral health, oral health, public health services, wellness supports, digital health supports, and health-related social needs resources.

A core component of St. Mary's 360 is Community-Integrated Care Coordination, which refers to coordinated outreach, navigation, referral follow-up, and connection to services across clinical, public health, behavioral health, community-based, and other access points. The St. Mary's County Health & Wellness Portal (HWP) serves as the local community-facing directory, referral, and care coordination technology platform when applicable.

Funding is supported through the Maryland Rural Health Transformation Program (RHTP) and must align with the purpose of

- improving access to care
- strengthening local health infrastructure
- improving healthcare quality and outcomes
- supporting sustainable models of care for St. Mary's County residents

The initial term of this agreement will commence upon award and execution of Contract and be valid through June 30, 2027.

This RFP and resulting contract will allow for four (4) one (1) year optional renewals, with mutual consent, on the anniversary of the agreement in subsequent years, pending grant availability and funding.

ELIGIBILITY REQUIREMENTS

Eligible applicants may include, but are not limited to:

- Healthcare providers, including health systems, primary care practices, Federally Qualified Health Centers, behavioral health providers, dental providers, and other clinical providers;
- Behavioral health and substance use treatment organizations;
- Emergency Medical Services agencies or organizations proposing activities that do not establish or duplicate a Mobile Integrated Health/community paramedicine program;
- Public agencies or governmental partners;
- Community-based organizations;
- Nonprofit organizations;
- Public/private partnerships;
- Organizations with experience serving rural, underserved, uninsured, underinsured, high-risk, or hard-to-reach populations.

SMCHD will prioritize applicants that are locally or regionally anchored and have the operational, fiscal, and compliance infrastructure needed to manage public funds. Nonprofit organizations, Federally Qualified Health Centers, public agencies, community-based organizations, and locally anchored public-private partnerships are strongly encouraged to apply.

For-profit entities may apply only if all proposed costs are reasonable, necessary, allocable, allowable, and limited to approved project activities. Proposed budgets may not include profit, fees, or unallowable margin.

Applicants should demonstrate experience serving St. Mary's County, Southern Maryland, rural communities, underserved populations, or populations similar to those proposed for this project.

Collaborative proposals are strongly encouraged. Applicants who do not directly provide clinical services should describe their clinical partners and referral pathways. Clinical applicants should describe how they will coordinate with community-based partners, SMCHD programs, and the county's broader care coordination and Health & Wellness Portal referral infrastructure.

Applicants may submit proposals as a single organization or as part of a partnership. If a proposal includes multiple partners, the applicant must clearly identify the lead organization, partner roles, fiscal responsibilities, staffing responsibilities, data/reporting responsibilities, and the proposed coordination structure.

PROGRAM EMPHASIS

For purposes of this RFP, "mobile health" is interpreted broadly. It may include traditional mobile health units, home-based services, community-based micro-access points, telehealth access points, digital health navigation, transportation-enabled access strategies, remote patient monitoring, Community Health Worker (CHW)/Certified Peer Recovery Specialist (CPRS)/peer outreach models, and other strategies that bring care, care coordination, or health-related supports closer to residents.

This RFP is not intended to fund a separate Mobile Integrated Health/community paramedicine program, separate countywide care coordination system, or separate community referral platform duplicative of SMCHD's Health & Wellness Portal or St. Mary's 360 framework.

SMCHD is particularly interested in proposals that:

- Improve access to primary care, behavioral health, oral health, maternal/child health, chronic disease prevention and management, or other preventive services;
- Strengthen care coordination, navigation, follow-up, and referral completion;
- Address social needs and other non-medical factors that affect health;
- Reduce avoidable use of emergency departments, emergency medical services, and urgent care when appropriate;
- Improve access for residents facing geographic, transportation, cost, disability-related, digital access, behavioral health, or other barriers to care;
- Support sustainable mobile, home-based, community-based, or place-based models of care; and
- Align with St. Mary's 360, including use of HWP when applicable and coordination with SMCHD's broader care coordination and referral infrastructure.

SMCHD is not seeking disconnected outreach events or isolated screening activities without follow-up. SMCHD is seeking proposals that contribute to a coordinated, community-based access system that improves health, addresses social needs, strengthens care continuity, and connects residents to the right care and supports in ways that are accessible, practical, and responsive to community needs.
SMCHD expects funded projects to support both local care coordination and broader RHTP reporting and interoperability goals. SMCHD will work with funded applicants, the Maryland Department of Health (MDH), CRISP, and other designated partners to support interoperability between local systems and

CRISP, data sharing, outcome measurement, and reporting for the RHTP Mobile Health Services Program.

Services funded through this RFP that are available to the general community must be enrolled in the Health & Wellness Portal community directory/referral system, receive referrals through HWP when applicable, and participate in HWP onboarding, training, referral workflow development, and reporting processes required by SMCHD.

Funded applicants must also cooperate with SMCHD, MDH, CRISP, and other designated partners to support required data sharing, interoperability, outcome measurement, and reporting for the RHTP Mobile Health Services Program. This may include participation in CRISP-related workflows, submission of required data elements, execution of data sharing agreements, participation in interoperability planning, and use of CRISP tools, APIs, or reporting processes when applicable and technically feasible.

GEOGRAPHIC AND REGIONAL COORDINATION REQUIREMENTS

Applicants should propose services targeting high-need areas and populations within St. Mary's County. Geographic priorities may include Lexington Park, Great Mills, southern county access gaps, northern county access gaps, rural or geographically isolated communities, areas with high ED, EMS, or urgent care utilization, areas with limited primary care, behavioral health, dental, or specialty access, areas with transportation barriers, or areas identified through local data, community input, or partner experience as underserved.

Applicants should describe proposed service locations, frequency of deployment or service availability, rationale for site selection, and whether services will be delivered through a mobile unit, home-based model, recurring community site, micro-access point, telehealth access site, or other place-based model. Possible service sites may include schools, libraries, community centers, shelters, faith-based sites, fire/EMS stations, senior housing, public housing, community events, partner organization sites, or other trusted community locations.

Applicants may describe whether and how the proposed project coordinates with broader regional efforts across Southern Maryland, including St. Mary's, Charles, and Calvert counties. Regional coordination may include shared training, referral pathways, regional specialty access planning, regional telehealth connections, regional protocols or workflows, cross-jurisdictional partnerships, shared learning, or asset-sharing models that improve sustainability.

SMCHD is interested in models that can operate as part of a broader Southern Maryland hub-and-spoke approach, where mobile, home-based, community-based, or place-based services function as dynamic access points that connect residents to appropriate local, regional, clinical, behavioral health, public health, and community-based resources.

However, funds awarded through this RFP must be used only for activities, services, staffing, supplies, equipment, outreach, reporting, and other approved costs that directly benefit St. Mary's County residents. Applicants may not use funds awarded by SMCHD to pay for services, staffing, equipment, operations, or deliverables that primarily benefit residents of Calvert County, Charles County, or other jurisdictions.

If a proposal includes regional or multi-county activities, the applicant must clearly describe which activities will be funded by SMCHD, how those activities will directly benefit St. Mary's County residents, which activities or costs will be supported by other jurisdictions or funding sources, and how St. Mary's County resident participation, service delivery, outcomes, and expenditures will be tracked separately.

PROVIDER SERVICES

Applicants may propose one or more mobile, home-based, community-based, or place-based models. Applicants are not required to propose services in every category. Proposed models should expand access to care, services, or supports for St. Mary's County residents and should function as additive

strategies within the broader St. Mary's 360 framework. Eligible models may include, but are not limited to:

- Mobile or Place-Based Clinical Services: Preventive, primary care, oral health, behavioral health, maternal/postpartum, chronic disease, vaccination, screening, point-of-care testing, or low-acuity services delivered through mobile, home-based, school/community-based, or other accessible settings.
- Behavioral Health and Substance Use Access: Mobile, home-based, field-based, or community-based models that improve access to behavioral health assessment, crisis diversion, peer recovery support, substance use treatment linkage, follow-up, or ongoing care.
- Care Coordination, Navigation, and Closed-Loop Referral Models: CHW, CPRS, digital health navigator, nurse care coordination, peer, or hybrid models that help residents complete referrals, attend appointments, address social needs, use telehealth tools, and remain engaged in care. Proposed activities should complement, and not duplicate, SMCHD's broader Community-Integrated Care Coordination approach. Services available to the general community must be enrolled in the St. Mary's County Health & Wellness Portal community directory/referral system, receive referrals through HWP when applicable, and use HWP to make and track referrals to local community services, health department services, and other health-related supports and services as directed by SMCHD. Applicants must also cooperate with SMCHD, MDH, CRISP, and other designated partners to support required data sharing, interoperability, outcome measurement, and reporting.
- Digital Health, Remote Monitoring, and Micro-Access Models: Technology-enabled strategies that support telehealth access, remote patient monitoring, digital health literacy, community-based telehealth access points, or chronic disease self-management.
- Transportation-Enabled Access Strategies: Transportation supports that are directly connected to care coordination, referral completion, and measurable access outcomes. Transportation-only proposals without care coordination or referral follow-up are unlikely to be competitive.
- Innovative or Hybrid Models: Other mobile, home-based, community-based, regional, or place-based models that bring care, care coordination, public health services, or health-related supports closer to residents.

All proposed models must clearly describe the access gap being addressed, the target population, the service delivery model, the care coordination or referral process, how duplication will be avoided, how the project will align with St. Mary's 360 and HWP workflows when applicable, and how outcomes will be measured.

Proposals that rely primarily on one-time outreach, one-time screenings, or one-time service delivery without mechanisms for follow-up, referral completion, and connection to ongoing care will not meet SMCHD's care continuity expectations.

FUNDING, BUDGET REQUIREMENTS AND RESTRICTIONS

Total available funding is anticipated to be up to approximately $700,000 for St. Mary's County mobile health expansion activities, subject to final funding availability, Maryland Department of Health (MDH) approval, U.S. Centers for Medicare & Medicaid Services (CMS) approval, and SMCHD contracting requirements.

SMCHD anticipates making multiple awards through this funding stream. However, SMCHD may make one award, multiple awards, partial awards, or no awards under this RFP. SMCHD is not obligated to award the full amount available and may retain, reallocate, reduce, or decline to award funds based on proposal quality, allowable costs, alignment with SMCHD priorities, non-duplication, readiness, portfolio balance, and funding or approval requirements. Individual awards may vary depending on proposed scope, scale, readiness, budget, target population, community need, and available funding. SMCHD may

negotiate proposed scopes, budgets, timelines, service areas, reporting expectations, HWP participation requirements, or partnership requirements before award.

The anticipated project period is October 1, 2026 – June 30, 2027. All funded activities and expenditures must be completed within the approved project period unless otherwise authorized in writing by SMCHD. Awards will be eligible for renewal for future budget years if funding is available. Funding for future budget years is not guaranteed.

Awards will be made on a cost-reimbursement basis. Invoices must be submitted monthly for approved, allowable expenses that align with the budget. Reimbursement will be contingent upon receipt and approval of required documentation.

All costs must be reasonable, necessary, allocable to the approved project, non-duplicative, and allowable under applicable RHTP, MDH, CMS, federal, state, and local requirements.
SMCHD will not allow administrative costs, management costs, or indirect costs under awards made through this RFP. Applicants may not include indirect costs, general administrative overhead, fiscal management fees, executive management costs, general organizational operating costs, or other administrative costs in their proposed budgets. SMCHD is retaining responsibility for grant oversight, contract monitoring, fiscal oversight, quality improvement support, data validation, coordination with MDH, and required reporting.

Funding may not be used for supplanting existing funding; duplication of activities, services, personnel, or deliverables already funded by another source; lobbying; direct purchase of food items; gift cards to establishments that sell fast food, tobacco, cannabis, or alcohol; alcohol, tobacco, cannabis, or related products; general fundraising; profit, fees, or unallowable margin; recruitment bonuses, retention incentives, tuition support, certifiable clinical training, or other individual-specific workforce investments unless specifically approved in advance by SMCHD, MDH, and/or CMS; entertainment; general organizational overhead; costs incurred outside the approved project period; costs not approved in the executed agreement; or any cost prohibited by applicable MDH, CMS, federal, state, or local requirements.

Capital equipment, vehicle purchases, vehicle modifications, or other major equipment costs are not guaranteed to be allowable and should not be assumed to be approved. Such costs may be considered only when they are essential to the proposed model, fully itemized and justified, non-duplicative of existing assets, consistent with procurement requirements, and approved in advance by SMCHD, MDH, and/or CMS as required.

If a proposed project includes regional or multi-county activities, the budget and budget narrative must clearly separate costs attributable to St. Mary's County residents from costs attributable to residents of other jurisdictions. SMCHD funds may only be used for the portion of costs that directly benefit St. Mary's County residents. Applicants must identify any other funding sources that will support activities, services, staffing, supplies, equipment, or deliverables benefiting residents of other counties.

Funded applicants must comply with all applicable federal, state, and local laws and requirements related to confidentiality, privacy, HIPAA, data sharing, civil rights, nondiscrimination, procurement, fiscal management, grant reporting, and allowable use of funds.

DATA

Applicants must describe any data-sharing needs in their proposal. Funded applicants may be required to execute data sharing agreements, business associate agreements, memoranda of understanding, or other agreements required by SMCHD. Data reported to SMCHD must be submitted in the format and timeframe established by SMCHD and should use de-identified or aggregate data whenever possible, unless individual-level data sharing is specifically authorized and required.

Funded applicants must cooperate with SMCHD, MDH, CRISP, and other designated partners on required data sharing, interoperability, outcome measurement, and reporting activities related to the RHTP Mobile Health Services Program. This may include participation in interoperability planning,

submission of required data elements, use of approved referral or reporting systems, cooperation with CRISP-related workflows when applicable, enrollment in the HWP community directory/referral system when services are available to the general community, receipt of referrals through HWP when applicable, and execution of data sharing agreements, business associate agreements, memoranda of understanding, or other agreements required to support program implementation and evaluation.

REPORTING

The Awardee will make any/all documents and records available for audit/evaluation to entitled Federal, State and County officials upon request. SMCHD will establish and conduct regular program monitoring site visits and record reviews that will include assessing compliance with all Federal, State, and Local conditions of award, health and safety reviews, fiscal and data information, and quality management of service processes. Funded applicants must track and report performance data to SMCHD according to the schedule and format established by SMCHD.

Applicants should propose specific, measurable, achievable, relevant, and time-bound performance measures that align with the proposed model and demonstrate contribution to St. Mary's 360 goals. Measures should demonstrate progress toward improved access, care coordination, service utilization, care continuity, referral completion, HWP participation when applicable, and sustainability. Reporting will be required at least quarterly.

Measures may include, as applicable:

- **Utilization and reach:** number of individuals served, encounters completed, service locations, deployment days, home visits, telehealth access encounters, transportation-enabled access supports, digital health navigation supports, or repeat engagements.
- **Access to care:** number or percentage of residents linked to primary care, behavioral health care, oral health care, specialty care, coverage, sliding fee scale services, or a usual source of care.
- **Care coordination and closed-loop referrals:** number or percentage of residents screened for social needs, referred through HWP, receiving follow-up, completing referrals, connected to community partners, or connected to SMCHD programs or other appropriate services.
- **Health and clinical indicators:** number of residents screened, number with abnormal results who receive follow-up, number receiving preventive services, vaccinations, point-of-care testing, chronic disease self-management support, or remote patient monitoring.
- **ED, EMS, and urgent care utilization:** post-ED or post-EMS follow-up contacts, changes in ED/EMS/urgent care use among enrolled participants when feasible, or residents diverted to more appropriate care settings.
- **Hospital readmissions, total cost of care, or other utilization** measures, when available through SMCHD, MDH, CRISP, or other approved data sources.
- **System integration and sustainability:** formalized referral workflows, partner agreements, staff trained, services enrolled in the HWP community directory/referral system when applicable, partners onboarded to HWP or other approved referral systems, participation in required CRISP/interoperability or data-sharing activities, standardized workflows implemented, or policy/workflow/staffing/technology changes that support sustainability.

Applicants should include both short-term process measures and longer-term outcome measures. SMCHD recognizes that some outcomes, such as reductions in ED or EMS utilization, may not meaningfully change within a short project period for all models.

Funded applicants must submit reports that may include implementation updates, performance measure progress, number and type of residents served, service locations and frequency, referral and follow-up outcomes, Health & Wellness Portal use, CRISP/interoperability participation when applicable, barriers and corrective actions, success stories or de-identified case examples, expenditure reports and invoices, sustainability progress, and data needed for SMCHD's reporting to MDH.

SMCHD reserves the right to adjust and change data reporting requirements as the project evolves and/or as MDH guidelines dictate.

SMCHD will conduct an annual financial audit with a schedule specific to the funds in this agreement.

INVOICING

Invoices for work, services, and items not on the project timeline and/or not approved by SMCHD may result in the denial of further funding. The awardee must provide receipts and/or other documentation of expenditures. Receipts and proof of payment will be required for reimbursement.

Invoices are to be submitted monthly or quarterly as agreed upon in the service contract by the 10th of the month following the end of the invoicing period to:

GRANT AUDITING/MONITORING

Auditing/monitoring ensures compliance with applicable regulations, laws, and grant requirements. Sub-recipient agrees as per State of Maryland Department of Health Local Health Department Funding Systems Manual section 2180.04 to be audited by the MDH Chief, Audit Division or by the St. Mary's County Health Department Fiscal Chief at least once annually.

Staff will conduct monitoring on an ongoing basis. Monitors may examine but not limited to: the review of monthly and/or quarterly reports as required to include financial reports, chart audits, organization operations, policies and procedures, internal and management controls, complaints, grant subaward-related activities and expenditures, and site visits.

AGREEMENT

The Awardee shall enter into a Grant Agreement with SMCHD. A blank Grant Agreement is provided (attachment 6). By submitting a response to this RFP, you are agreeing to the terms and conditions outlined in the Agreement and are agreeing to enter into the Agreement upon award. SMCHD will not enter into any other agreement.

A BAA is required under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"). The awardee agrees to sign the BAA which has been provided as attachment 7.

Attachment 6 and 7 are provided for reference, proposers do not need to complete and submit these as part of their response.

TERMINATION

Any Agreement resulting from this RFP may be terminated by either SMCHD or the Awardee by giving thirty (30) day's written notice to the other party.

If the Awardee fails to fulfill in a timely and proper manner its obligations under the Agreement, or if the Awardee shall violate any terms of the Agreement, the SMCHD, at its sole discretion, may immediately terminate the Agreement by giving written notice to the Awardee.

AWARD

SMCHD reserves the right to accept or reject any or all proposals; make one award, multiple awards, partial awards, or no awards; negotiate scopes, budgets, timelines, service areas, reporting expectations, HWP participation requirements or deliverables before award; request additional information from applicants; modify or cancel this RFP; decline to fund proposals that duplicate existing services, St. Mary's 360 activities or other funded initiatives; decline to fund costs that are not allowable, reasonable,

necessary, allocable, or adequately supported; require changes to proposed performance measures or reporting plans; and require participation in SMCHD coordination meetings, HWP onboarding, training, evaluation activities, or partner planning processes.

REQUESTS FOR INFORMATION

If any person contemplating submitting a Proposal in response to this RFP, is in doubt to its true meaning, is seeking clarification, has any inquiries or any general questions, they must be submitted in writing to the Procurement Team @ smchd.contracts@maryland.gov. All submissions are due September 08, 2026 by 3:00 PM EST, unless otherwise addressed in an addendum.

In response to requests properly received, the Procurement Team will issue a written response providing determination, interpretation or approval. Every such written response shall be an Amendment to this Solicitation and shall be posted in accordance with SMCHD Procurement Policy.

PRE-PROPOSAL MEETING

A Pre-Proposal meeting will be held via Google Meet on September 04, 2026 at 12:00 PM EST. To register for the Pre-Proposal meeting, email smchd.contracts@maryland.gov with the subject line "RSVP Pre-Proposal Meeting RFP 27-05" by September 03, 2026. In the body of the email, please include the following information for all attendees: Full name and title, email, phone, facility/organization name. This Pre-Proposal Meeting is Not Mandatory but highly encouraged. Proposers may still submit a response if they did not attend.

PROPOSAL PROCESS

Proposals submitted in response to this request will be evaluated by a committee using a two-step process. During the first step the committee will review and rank all proposals based on technical qualifications.

All responding Technical Proposals will be reviewed and graded based on the below outlined categories.

Alignment with RHTP Mobile Health Services Program Goals and SMCHD Priorities – 15 points

- Alignment with mobile health, access to care, care coordination, public health outcomes, and system improvement goals;
- Fit with St. Mary's County needs;
- Clear direct benefit to St. Mary's County residents;
- Alignment with St. Mary's 360 as SMCHD's umbrella framework for improving access to care and public health outcomes;
- Support for whole-person health and improved access to care;
- Strength of local or regional anchoring and accountability;
- Ability to comply with RHTP, MDH, CMS, fiscal, workforce-related, and reporting requirements.

Need, Target Population, and Access Impact –15 points

- Clarity of the access gap being addressed;
- Strength of the rationale for the target population;
- Use of data, community input, or partner experience to support need;
- Potential to improve access for residents facing significant barriers;
- Potential to reduce avoidable ED, EMS, or urgent care utilization over time.

Care Continuity, Referral Completion, Health & Wellness Portal Use, and Interoperability – 20 points

- Strength of follow-up and referral completion process;
- Use of closed-loop referral workflows;
- Willingness and ability to cooperate with SMCHD, MDH, CRISP, and other designated partners on required data sharing, interoperability, outcome measurement, and reporting;
- Connection to longitudinal care;
- Required enrollment in the HWP community directory/referral system for services available to the general community;
- Appropriate use of HWP for receiving referrals and making referrals to local community services, health services, and other health-related supports, or a clear justification for why HWP use is not applicable;
- Avoidance of isolated, one-time service delivery.

Feasibility and Readiness – 10 points

- Organizational capacity;
- Staffing readiness;
- Implementation timeline;
- Partner readiness;
- Ability to begin services within the project period;
- Realistic scope and budget.

Collaboration, Regional Coordination, and Non-Duplication – 10 points

- Potential to function as part of a Southern Maryland hub-and-spoke model or regional asset-sharing approach while maintaining clear direct benefit to St. Mary's County residents;
- Strength of partnerships;
- Coordination with existing services;
- Alignment with St. Mary's 360 and SMCHD's broader care coordination, referral, and access-to-care infrastructure;
- Clear non-duplication strategy;
- Clear non-supplantation statement.

Sustainability Pathway – 10 points

- Realistic sustainability strategy;
- Potential for reimbursement, partner support, workflow integration, or long-term infrastructure development;
- Contribution to lasting system improvement beyond the project period.

Submitted proposals deemed qualified will then have budget evaluated, with a maximum of 20 points available.

Qualified Proposals Proposals will have budget evaluated based on:

- Reasonableness of budget;
- Relationship between proposed costs and expected impact;
- Leveraged resources;
- Avoidance of unnecessary or duplicative costs;
- Compliance with budget restrictions.

DEADLINE AND SUBMISSION

Proposals submitted in response to RFP # 27-05, Mobile Health Services Expansion Initiative must be submitted by 3:00 PM Eastern Standard Time on September 17, 2026, application instructions are in Attachment 1.

Submit via email one copy of the Technical Proposal and Pricing Proposal as separate files. Cover page (Attachment 2) shall be submitted as page one of both the Technical Proposal and Pricing Proposal. Submission shall be made with the subject line “Response to RFP #27-05” to smchd.contracts@maryland.gov.

Proposals received after the identified deadline will not be considered for review. Faxed, mailed or delivered proposals will not be accepted.

ATTACHMENT 1

ST. MARY'S COUNTY HEALTH DEPARTMENT
MOBILE HEALTH SERVICES EXPANSION INITIATIVE
REQUEST FOR PROPOSALS (RFP)
RFP 27-05

APPLICATION INSTRUCTIONS

Technical Proposals and pricing proposals must be submitted in accordance with RFP # 27-05, Mobile Health Services Expansion Initiative, **DEADLINE AND SUBMISSION.**

Cover page (Attachment 2) shall be submitted as page one of both the Technical Proposal and Pricing Proposal. Cover page does not count towards the overall page limit of the Technical Proposal.

TECHNICAL PROPOSALS

Technical Proposals in response to the RFP # 27-05, Mobile Health Services Expansion Initiative must not exceed 10 single-spaced pages using 12-point font in Times New Roman. Please use headings that correspond to the evaluation criterion outlined below. Applicants are encouraged to use concise narrative, bullets, and tables where appropriate. SMCHD may decline to review narrative content submitted beyond the 10-page limit.

Each proposal must include the following components. Applicants should address each required component clearly and concisely. SMCHD does not expect lengthy background narratives and will prioritize proposals that present a focused service model, clear access gap, feasible implementation plan, realistic budget, and measurable outcomes.

Applicants should not submit additional appendices, attachments, brochures, reports, or supplemental materials unless specifically requested by SMCHD. Unrequested supplemental materials may not be reviewed.

1. **Organizational Background and Experience:** Describe the applicant organization, relevant experience, qualifications, and readiness to implement the proposed project. Include experience serving St. Mary's County, Southern Maryland, rural communities, underserved populations, or populations similar to those proposed for this project.

2. **Program Description and Need:** Describe the proposed project, target population, access gap being addressed, proposed services, service locations, frequency and hours of service, referral pathways, and how the project will improve access to care and health outcomes. Applicants must also describe how the proposed project will function as an additive strategy within the St. Mary's 360 framework and avoid duplicating existing or planned SMCHD care coordination, referral, digital health, clinical access, public health, or community-based service activities.

3. **Care Coordination and Follow-Up:** Describe how residents will be connected to follow-up and ongoing care when needed. Proposals should include a clear plan for referral completion, closed-loop follow-up, connection to primary care, behavioral health, oral health, public health services, social supports, or other appropriate services, and a process for responding to residents with complex or recurring needs.

   Applicants should describe how proposed outreach, navigation, referral follow-up, or care coordination activities will coordinate with SMCHD's Community-Integrated Care Coordination approach and HWP referral workflows when applicable. Proposals should not create a parallel countywide care coordination system. Service-specific navigation or follow-up activities are allowable when they are clearly connected to the applicant's proposed service model and coordinated with SMCHD's broader referral and care coordination infrastructure.

4. **Health & Wellness Portal, CRISP Interoperability, and Referral Coordination**: SMCHD expects funded applicants to use the St. Mary's County Health & Wellness Portal, when applicable, as the local community-facing platform for social needs screening, referral to local community services, health services, and other health-related supports, care coordination, closed-loop referral follow-up, and reporting.

   Applicants should describe how the proposed project will use or connect with HWP for social needs screening, use of the Social Wellness Assessment or other approved screening tools, making or receiving referrals, documenting referral status and closure, coordinating with SMCHD or other partners, participating in Portal training or onboarding, and sharing aggregate data needed for reporting and evaluation.

   SMCHD's intent is to preserve and strengthen local community-facing referral infrastructure while supporting interoperability with CRISP and statewide reporting requirements. Applicants that believe HWP use is not applicable to their proposed model must explain why and describe an alternative method for referral tracking, follow-up, reporting, and participation in required interoperability or data-sharing activities. SMCHD will make the final determination regarding HWP applicability and required HWP participation for funded projects.

5. **Collaboration and Partnership Plan:** Describe key partners, partner roles, clinical and community referral pathways, existing or planned agreements, coordination with SMCHD, and how the proposed project will complement existing services and resources.

6. **Staffing Model:** Describe proposed staffing, staff roles and responsibilities, qualifications, supervision structure, availability during the project period, training needs, and contingency plans for staff vacancies or turnover.

7. **Implementation Timeline:** Provide a project timeline that includes start-up activities, hiring or staff assignment, training, partner coordination, Health & Wellness Portal onboarding if applicable, participation in required CRISP/interoperability or data-sharing activities if applicable, service launch, service delivery milestones, reporting milestones, closeout activities, and end-of-project deliverables by June 30, 2027.

8. **Evaluation Plan**: Describe proposed performance measures, data sources (for each performance measure), data collection process, reporting process, staff responsible for data collection and reporting, baseline data if available, targets for the project period, how data will be used for program improvement, and how outcomes will be shared with SMCHD.

9. **Sustainability Pathway:** Describe how the proposed project could be sustained or how its impact could continue beyond the initial funding period. This may include billing or reimbursement, integration into existing workflows, partner cost-sharing, value-based care alignment, hospital/payer/Medicaid/Medicare alignment, local or philanthropic funding, train-the-trainer models, workforce pipeline development, shared regional infrastructure, technology-enabled efficiencies, or transition to another sustainable service model.

10. **Attachments:** Attachments will not count towards the overall page limit requirement set forth for Technical Proposals. The Non-Duplication and Non-Supplantation Form is required, letters of support or partner commitment are only needed if applicable.

Required
Non-Duplication and Non-Supplantation Form:

- Submit the Non-Duplication and Non-Supplantation Form included as Attachment A. The form must identify related services and funding sources and explain how the proposed project is distinct, complementary, and additive. Funds awarded through this RFP may not be used to duplicate, replace, offset, or free up funding that is already available or reasonably expected to be available for the same activities, services, personnel, or costs.

If Applicable:
Letters of support or partner commitment

PRICING PROPOSALS

Submit a detailed budget and budget narrative. The budget must include only allowable direct costs; exclude administrative, management, and indirect costs; explain how each cost supports the proposed project; identify any leveraged funding or in-kind support; confirm that proposed costs are not funded by another source; and separately justify any proposed capital equipment, vehicle, vehicle modification, or major equipment costs.

Recruitment bonuses, retention incentives, tuition support, certifiable clinical training, or other individual-specific workforce investments that may trigger a CMS-required service obligation are not allowable under this RFP unless specifically approved in advance by SMCHD, MDH, and/or CMS. If such costs are approved, the applicant must demonstrate the ability to administer and enforce any required service commitment, promissory note, repayment obligation, clawback provision, documentation, and reporting requirements.

ATTACHMENT 2

ST. MARY'S COUNTY HEALTH DEPARTMENT
MOBILE HEALTH SERVICES EXPANSION INITIATIVE
REQUEST FOR PROPOSALS (RFP)
RFP 27-05

APPLICATION COVER PAGE

ORGANIZATION INFORMATION:

LEGAL NAME: _____

FEDERAL ID #: _____
(or SS # if Applicable)

ADDRESS: _____

ADDRESS 2: _____

City, State, Zip: _____

Office Phone Number: _____

Contact Person 1: _____ **Title:** _____

Email: _____ **Phone:** _____

Contact Person 2: _____ **Title:** _____

Email: _____ **Phone:** _____

Acknowledgment of Amendments:

The offeror acknowledges receipt of amendments to the Solicitation:

Amendment Number:	Date:

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

_____ _____
Printed Name Title

_____ _____
Signature Date

ATTACHMENT 3

ST. MARY'S COUNTY HEALTH DEPARTMENT
MOBILE HEALTH SERVICES EXPANSION INITIATIVE
REQUEST FOR PROPOSALS (RFP)
RFP 27-05

NON-DUPLICATION AND NON-SUPPLANTATION FORM

Application Organization	
Project Title	
Primary Contact (Name, Title, Email, Phone)	

1. Related Existing Services or Programs
List any existing services, programs, partnerships, or initiatives that are similar or related to the proposed project. Include services provided by your organization, partner organizations, SMCHD, hospitals, FQHCs, EMS, behavioral health providers, community-based organizations, or other entities.

Existing Service or Program	
Organization Providing Service	
Target Population	
Service Area	
How it Relates to Proposed Project	

2. Current or Related Funding Sources
Identify current funding sources that support similar or related work. Include RHTP, hospital, FQHC, EMS, Medicaid, Medicare, philanthropic, local, state, federal, grant, contract, reimbursement, or organizational funds.

Funding Source	
Funded Organization	
Amount, if Known	

Funding Period	
Activities, Services, Staff, or Costs Supported	

3. Potential Areas of Overlap
Describe any areas where the proposed project may overlap with existing or funded services, staffing, activities, target populations, service locations, or costs.

Potential Area of Overlap	
Existing or Funded Activity	
Proposed Project Activity	
How Duplication Will Be Avoided	

4. How the Proposed Project Is Additive
Explain how the proposed project is distinct from, complementary to, or additive to existing efforts. Check all that apply and provide a brief explanation.

☐ Fills an unmet service gap
☐ Expands capacity for an existing service
☐ Serves a new or underserved population
☐ Reaches a new geographic area
☐ Adds mobile, home-based, community-based, or place-based access
☐ Extends hours, frequency, or availability of services
☐ Adds care coordination, navigation, or closed-loop referral follow-up
☐ Improves connection to primary care, behavioral health, oral health, specialty care, or social supports
☐ Adds digital health, telehealth, remote monitoring, or digital navigation capacity
☐ Strengthens regional coordination or shared infrastructure
☐ Other: [Describe]

Narrative explanation:

5. Non-Supplantation Explanation
Explain how the applicant will ensure that funds awarded through this RFP will not replace, offset, or free up other funds that would otherwise support the same activities, services, personnel, or costs.
Applicants should specifically address whether any proposed staff, services, supplies, equipment, or activities are currently funded or expected to be funded by another source.
Response:

6. Budget Cross-Check
For each major budget item in the proposal, confirm that the cost is not already funded by another source. If the proposed project includes regional or multi-county activities, the applicant must identify the portion of each budget item that directly benefits St. Mary's County residents and the portion supported by other jurisdictions or other funding sources.

Proposed Budget Item	
Amount Requested	
Is This Cost Currently Funded Elsewhere? Yes/No	
If Yes, Explain Why RFP Funding Is Not Duplicative	
Source of Match, Leveraged, or Related Funding, if Applicable	

Personnel	
Fringe	
Supplies	
Equipment	
Travel	
Contractual services	
Incentives or participant supports	
Other direct costs	

7. Required Certification
By signing below, the applicant certifies that:

- The applicant will cooperate with SMCHD, MDH, CRISP, and other designated partners on required data sharing, interoperability, outcome measurement, and reporting activities, as applicable;
- The information provided in this form is accurate to the best of the applicant's knowledge;

- The proposed project does not duplicate services, staffing, activities, or costs already funded by another source;
- Funds awarded through this RFP will not be used to supplant existing funding;
- Funds awarded through this RFP will not replace, offset, or free up other funds that would otherwise support the same work;
- The applicant will notify SMCHD promptly if another funding source is awarded or identified for the same activities, services, personnel, or costs during the project period;
- The applicant understands that SMCHD may disallow, reduce, or recover costs determined to be duplicative, supplanting, unallowable, or unsupported.

Printed Name	Title
Signature	Date

ATTACHMENT 4

ST. MARY'S COUNTY HEALTH DEPARTMENT
MOBILE HEALTH SERVICES EXPANSION INITIATIVE
REQUEST FOR PROPOSALS (RFP)
RFP 27-05

BUDGET TEMPLATE

Applicant Organization	
Project Title	
Total Budget Proposal Request	
Primary Contact (Name, Title, Email, Phone)	
Objective Summary and Goals	

Personnel- Please include a line for each position that will be funded through this project. The budget narrative should provide more detailed information as to how these positions will align with the RFP initiative. Please add lines if needed.

Position Title	FTE	Project Contribution	Annual Salary	Total Salary Requested	% of salary that will support this RFP

Personnel Fringe Benefits- Please include total fringe benefits for each position that will be funded through this project. Please add lines if needed.

Position Title	FTE	Project Contribution	Annual Fringe	Total Fringe Requested	% of fringe that will support this RFP

Training/Staff Development- Please include all training opportunities that will be funded. The budget narrative should provide more detailed information as to how these costs will align with the RFP initiative. Please add lines if needed.

Training Title	Training Location	Project Contribution	Staff Quantity	Total Training Cost	Total Funds Requested	% requested that will support this RFP

Staff Travel- Please include all staff travel and how the staff travel funds will be spent. The budget narrative should provide more detailed information as to how these costs will align with the RFP initiative. Please add lines if needed.

Travel Purpose	Travel Location	Specify (mileage, airfare, rideshare, etc.)	Total Travel Cost	Total Funding Requested	% requested that will support this RFP

Supplies- Please include any supplies (i.e. educational, office, medical, promotional) that may be purchased through this funding. All equipment purchases should not be included within this budget line. The budget narrative should provide more detailed information as to how these costs will align with the RFP initiative. Please add lines if needed.

Item	Item Purpose (educational, promotional, office)	Quantity	Estimated cost(s)	Is this a one time expense or recurring?	% requested that will support this RFP

Equipment, Vehicles- Capital equipment, vehicle purchases, vehicle modifications, or other major equipment costs are not guaranteed to be allowable and should not be assumed to be approved. Such costs may be considered only when they are essential to the proposed model, fully itemized and justified, non-duplicative of existing assets, consistent with procurement requirements, and approved in advance by SMCHD, MDH, and/or CMS as required. The budget narrative should provide more detailed information on how the proposed equipment, vehicle, or vehicle modification will support the RFP initiative. Please add lines if needed.

Item Name	Quantity	Project Contribution	Total Cost	Total Funding Requested	% requested that will support this RFP

Other Budget Line Items- Please include any other budget items (contractual services, participant supports, advertising, printing, etc.) that may be funded through this award. The budget narrative should provide more detailed information as to how these costs will align with the RFP initiative. Additional lines may be added, if necessary.

Item Name	Project Contribution	Quantity	Project cost	Total Funding Requested	% requested that will support this RFP

ATTACHMENT 5

ST. MARY'S COUNTY HEALTH DEPARTMENT
MOBILE HEALTH SERVICES EXPANSION INITIATIVE
REQUEST FOR PROPOSALS (RFP)
RFP 27-05

BUDGET NARRATIVE

Applicant Organization _____

Project Title _____

Personnel- Please provide detailed information and a description of how each position will align with the RFP project initiatives. SMCHD funds may only be used for the portion of costs that directly benefits St. Mary's County residents.

Position Title: _____ Annual salary: _____

Does this position support multi-county or regional activities (yes/no)?_____

% of salary that will support St. Mary's County activities: _____

Description:

Position Title: _____ Annual salary: _____

Does this position support multi-county or regional activities (yes/no)?_____

% of salary that will support St. Mary's County activities: _____

Description:

Fringe Benefits- Fringe benefits must be calculated below as a combined total for all positions that will be funded in your proposal. SMCHD funds may only be used for the portion of costs that directly benefits St. Mary's County residents. If the positions funded support multi-county or regional activities, the percentage of fringe benefits should be reflective.

Description:

Training/Staff Development

Training title: _____ Cost: _____

% of this training will support St. Mary's County activities: _____

Description:

Training title: _____ Cost: _____

% of this training will support St. Mary's County activities: _____

Description:

Travel

Conference Travel: _____ Cost: _____

% of this training will support St. Mary's County activities: _____

Description:

Conference Travel: _____ Cost: _____

% of this training will support St. Mary's County activities: _____

Description:

Supplies- Please provide details of how these supplies will be utilized to support the RFP initiatives.

Type: _____ Cost: _____

Description:

Type: _____ Cost: _____

Description:

Type: _____ Cost: _____

Description:

Equipment, Vehicles- Capital equipment, vehicle purchases, vehicle modifications, or other major equipment costs are not guaranteed to be allowable and should not be assumed to be approved. Such costs may be considered only when they are essential to the proposed model, fully itemized and justified, non-duplicative of existing assets, consistent with procurement requirements, and approved in advance by SMCHD, MDH, and/or CMS as required. Please refer to the RFP for more information.

Type: _____ Cost: _____

% that will support St. Mary's County activities: _____

Description:

Other Budget Items- Please provide a description of how these items will support the RFP initiatives and the percentage of funding that will support St. Mary's County activities.

Examples of Allowable and Unallowable Costs

Allowable	Not allowable
Salaries and fringe	Administrative costs
Data collection	Management costs
Travel, mileage	Indirect costs
Office Supplies	General overhead costs
Conferences	Fiscal management fees
Outreach	Executive management costs
Advertising	Food
Technology	Lobbying
Participant supports	Gift cards-Fast food
Medical supplies	Tobacco or tobacco supplies
	Cannabis or cannabis supplies
	Alcohol
	Fundraising
	Profit, fees, or unallowable margin
	Entertainment purposes
	Organizational overhead
	Costs outside of the project period
	Cost prohibited by MDH, CMS, Federal, and State
	Recruitment bonuses, retention incentives, tuition support, certifiable clinical training, or other individual-specific workforce investments, unless approved in advance by SMCHD, MDH, and/or CMS

Equipment, vehicles, vehicle modifications, and other major equipment costs are conditional costs. They may be considered but are not guaranteed and require detailed justification and any required prior approvals from SMCHD, MDH, and/or CMS.

GRANT AGREEMENT # 27- XXXX
MOBILE HEALTH SERVICES EXPANSION INITIATIVE (RFP # 27-05)
BETWEEN ST. MARY'S COUNTY HEALTH DEPARTMENT
AND
CONTRACTOR

THIS GRANT AGREEMENT ("Agreement") made this 01st day of October, 2026, by and between St. Mary's County Health Department ("SMCHD") (hereinafter "Grantor) and CONTRACTOR (hereinafter Contractor), located at ADDRESS.

WHEREAS, the Maryland Department of Health (MDH) awards funds to operate as strategy arms of St. Mary's 360: Connected Care Everywhere, SMCHD's umbrella framework for improving access to care and public health outcomes in St. Mary's County. St. Mary's 360 is being developed as a coordinated local system that connects residents to healthcare, behavioral health, oral health, public health services, wellness supports, digital health supports, and health-related social needs resources.

WHEREAS, the Health Officer of SMCHD may make awards for certain activities undertaken by eligible organizations to benefit its residents and

WHEREAS, the Contractor serves the needs of citizens of St. Mary's County and

WHEREAS, the SMCHD finds it desirable to assist in financing this program for the Contractor and

WHEREAS, this Agreement's purpose is to describe the Contractor's formal rights and obligations arising from the Grant's acceptance.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants outlined in this Agreement, the parties do now agree as follows:

1. The Grant.

    a. The Grantor now issues the Contractor the sum of up to $(AMOUNT).

    b. The Contractor will submit monthly invoices for services completed according to the approved budget (Attachment A—Form 432).

    c. The Grant Administrator must approve the release of payment to the Contractor.

    d. Requests to modify the budget must be made in writing and submitted to the Grant Administrator. The Budget Modification must be approved before funds are spent.

    e. The Contractor will adhere to the MDH Human Services Agreement Manual requirements. (https://health.maryland.gov/docs/hsam_093005.pdf)

    f. The Contractor may be required to fill out the following forms: 432

(*Attachment A—Budget),* 437 *(Attachment B—Fiscal Invoicing),* and 438 *(Attachment C—Fiscal Reporting)* to comply with MDH Grant policy and Form 440/440A *(Attachment E—Year End Reporting),* which is due 7/29 following the end of the Fiscal Year.

2. Purpose of the Grant.

    a. The purpose of the Grant is to contract with the Contractor to provide:

        i. Design, expand, or implement mobile, home-based, community-based, or place-based health access strategies for residents of St. Mary's County.

        ii. Reimbursable costs and services for this Grant are as follows and are based on the approved budget (*Form 432*):

        iii. Other items and/or services approved by SMCHD related to the purpose of this agreement. Before purchasing items or services with the Agreement funds, SMCHD must approve them.

    b. Restrictions on Grant funding:

        i. The Contractor shall use no part of the Agreement to supplant existing funding.

        ii. No part of the Agreement shall supplement existing or future programs unrelated to the issued grant.

        iii. No part of the Agreement shall be used for lobbying or fundraising.

        iv. As a tax-exempt entity, SMCHD shall not reimburse any sales tax paid by the vendor.

3. Scope of Services. The Contractor shall perform the services described in RFP # 27-05, Mobile Health Services Expansion Initiative and any Amendments which is hereby incorporated into this agreement.

4. Term. The term of the Grant Agreement shall be from October 01, 2026 through June 30, 2027, (the "Initial Term") with four one-year renewal options, contingent upon grant funding, unless terminated earlier per this agreement.

5. Modifications and Amendments. All changes to the terms of the Agreement shall be in writing and made by an addendum setting forth the modifications and amendments, except as otherwise noted in 1a concerning changes in Attachment A, Form 432 for subsequent renewal terms that will be documented in a Renewal Request.

6. Record-keeping/ Audits. Using generally accepted accounting principles, the Contractor shall maintain complete and accurate books and records of its financial activities, including records of all activities connected with this Grant. The

Contractor shall make these books and records available upon reasonable notice for inspection and copying by the County and State representatives. The books and records shall be kept and maintained for at least three (3) years after the last payment under this Agreement. The Contractor agrees that the Auditor may audit all books and records of the Contractor, except that the Contractor shall be subjected to up to one audit of its books and records in any twelve months. The Contractor will make all Grant-related documents and records available for audit and evaluation to entitled Federal, State, and County officials upon request. SMCHD will conduct regular program monitoring site visits and record reviews, including compliance with all Federal, State, and local conditions of award, health and safety standards, fiscal and data information, and quality management of service processes. Program and budgetary reviews will occur at least semi-annually. SMCHD will conduct an annual financial audit that includes a schedule specific to the funds in this agreement. Independent auditors will conduct an audit under contract with the Contractor and vendor or the Department of Health's in-house staff every other year. Audits, including frequency, preparation, performance, and reporting, will comply with Standards for Audit of Human Services Sub-Vendors, Section E, numbers 1-5 (https://health.maryland.gov/docs/audit_standards.DOC). Audit reports will include verification of the information reported on the MD 440, review of internal controls, compliance with laws and conditions of award, and determination of findings and questionable costs. Contractors must provide a copy of their Single Audit Report for the fiscal year if they expend more than $750,000 in federal funds. The Contractor is responsible for providing a copy of the annual report if more than $100,000 in Maryland Department of Health (MDH) funds is received for a cost-reimbursement contract/agreement for the fiscal year. Not meeting the criteria above, an attestation must be submitted signed by an authorized agency official stating that the agency does not need a Single Audit or an MDH Human Services Sub-vendor Audit.

7. Grant Requirements.

   a. The Contractor must comply with relevant local, state, and federal laws and regulations.

   b. The Contractor shall only use the Agreement funds for items outlined in the Contractor's proposal and further specified in the Agreement and the Conditions of Award.

   c. The Contractor must allow external evaluators to evaluate the agreement-funded items and/or services, as determined by SMCHD.

   d. The Contractor shall designate one person to liaise with the SMCHD Grant Administrator, provide information and reports on Agreement activity, and network with other groups that receive Agreements.

   e. The Contractor shall participate in meetings and initiatives as requested by SMCHD.

f. The Contractor will ensure that all staff participate in all required training as put forth by SMCHD.

g. All requirements as outlined in RFP # 27-05, Mobile Health Services Expansion Initiative and any Amendments.

8. Reports.

Contractor:

a. The Contractor will submit (quarterly, annually, monthly) program reports to POC: EMAIL and the SMCHD Behavioral Health System Management Team, smchd.bhgrants@maryland.gov, by the close of business on June 30, 2027. (UPDATED UPON AGREED UPON REPORTING STRUCTUTE AS OUTLINED IN RFP # 27-05, MOBILE HEALTH SERVICES EXPANSION INITIATIVE AND ANY AMENDMENTS.)

b. SMCHD will conduct an annual financial audit that includes a schedule specific to the funds in this agreement.

c. SMCHD reserves the right to adjust and change data reporting requirements as the project evolves, improves, and/or as the guidelines dictate.

9. Invoices and Payment.

a. Upon receipt of a fully executed agreement, the Contractor will submit invoices monthly once expenses have been incurred. The invoices, with supporting documentation, will be submitted by the 10th of each month.

b. The Contractor will submit invoices to:

St. Mary's County Health Department
Attn: Accounts Payable: smchd.ap@maryland.gov and NAME, TITLE at EMAIL.

c. Proof-of-purchase for all expenditures funded by the Agreement should be submitted with the monthly invoice.

d. A new invoice must be approved after the funds are reconciled. The Grant Administrator must approve the invoice.

e. Certain purchases may be approved based on a quote with proof of expenditure to be sent within 30 days of being funded.

f. At the end of this Agreement's term, any funds disbursed for services that were not performed may be subject to reimbursement to SMCHD.

g. Payment will be made within 30 days after receipt and acceptance of Contractor invoice, by the SMCHD Accounts Payable Team, provided that the SMCHD has determined all Contract specifications have been

complied with, and total inspection and acceptance is in accordance with Contract requirements.

10. Conflict of Interest Policies. The Contractor agrees to maintain in full force and effect written policies and procedures prohibiting conflicts of interest of its officers and board members in the activities of the Contractor and restrictions of interested director transactions. The Contractor further agrees to maintain in full force and effect written policies and procedures prohibiting any financial or business transactions between the Contractor's officers and directors and the Contractor. Within ninety (90) days of the execution of this Agreement, the Contractor shall provide SMCHD with copies of the policies and procedures and of any amendments to the policies and procedures as they are made and shall allow SMCHD to comment thereon.

11. Contractor Compliance. The Contractor will adopt and maintain all policies and procedures necessary to comply with all State and Federal grant award conditions and State of Maryland policies, hereby incorporated herein.

12. Termination.

    a. This Agreement may be terminated by either party after giving sixty (60) days written notice to the other party.

    b. If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any terms of this Agreement, within the sole discretion of SMCHD, SMCHD may immediately terminate this Agreement by giving written notice to the Contractor. Within thirty (30) days of termination, the Contractor shall comply with its obligations under paragraphs 6, 7, and 10 of this Agreement.

    c. In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, SMCHD may immediately terminate or amend this Agreement. SMCHD shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section. Any funds disbursed after termination are limited to allowable work approved by SMCHD.

13. Distribution of Assets Upon Termination or Dissolution. If, at the time of the termination of this Agreement or the dissolution of the Contractor, the Contractor has on hand any SMCHD funds or any accounts receivable attributable to the use of SMCHD funds or accounts, then those funds and accounts shall be returned to and transferred to SMCHD within thirty (30) days.

14. Confidentiality of Information. To the extent permitted by law, SMCHD agrees to keep as confidential and not to disclose as public records any proprietary or financial information regarding any private individual or business entity that the Contractor received while administering the Grant and that is in the custody of SMCHD. Upon receipt by SMCHD of a request to make information available, SMCHD shall promptly notify the Contractor of the request and give the Contractor an opportunity to comment on the disclosure.

15. Public Information. The Contractor agrees to treat all requests for information from members of the public as requests made under the Maryland Public Information Act, whether or not the Act governs the Contractor. The Contractor agrees to respond to all requests for information in the manner required by the Act. The Contractor may withhold from disclosure all documents for which the Act does not require disclosure. Any publications, presentations, conference abstracts, or planned promotional events partially or fully funded by this award must be reviewed and approved by SMCHD.

16. Penalty for Noncompliance.

    a. Any grant funds not expended in compliance with the provisions of this Agreement shall be returned to SMCHD.

    b. Noncompliance by the Contractor with this Agreement's record-keeping, auditing, monitoring, or reporting requirements shall be grounds for SMCHD to recover from the Contractor the total amount paid under this Grant.

    c. Should legal action be necessary to collect any funds owed, the State shall be entitled to a percent (10%) per annum accruing on any balance thirty (30) days after SMCHD demands the return of the funds because of such noncompliance. The demand upon the Contractor shall be effective as of the date of mailing the Contractor's notice.

17. Nondiscrimination. The Contractor shall not discriminate against any person in any of its activities concerning membership policies, employment practices, or provision of services based on race, color, religion, national origin, ancestry, sex, age, or disability. This provision shall not be construed to prevent the Contractor from rendering services to categories of individuals with specific needs.

18. Administrator of the Grant. The Administrator of the Grant for SMCHD is the Health Officer or his/her successor or designee. The Contractor shall inform the Grant Administrator of the name, telephone number, and address of the Chief Executive Officer of the Contractor or the Chief Executive Officer's designee.

19. Notices. Notices to the parties shall be directed as follows:

GRANTOR:
Meenakshi G. Brewster, MD, MPH, FAAFP
Health Officer
St. Mary's County Health Department
21580 Peabody Street
Leonardtown, Maryland 20650

GRANT ADMINISTRATOR:
NAME
TITLE
St. Mary's County Health Department
21580 Peabody Street
Leonardtown, Maryland 20650

CONTRACTOR: NAME
TITLE
PROVIDER
STREETE ADDRESS
CITY, STATE, ZIP

18. Non-assignment of Grant Funds. The Contractor shall apply the Grant directly as a first party for the purposes stated herein. The Contractor may not act as the agent of others, and neither the Grant received under this Agreement, nor the Agreement may be assigned, transferred, or otherwise passed to another organization or agency.

19. No Pledge of State or County Credit. The Contractor agrees that it will not pledge the full faith and credit of the State or County and will not obligate the State or County to incur any pecuniary liability other than the Agreement to the Contractor as provided herein.

20. Acknowledgment. The Contractor shall acknowledge and credit SMCHD for the Agreement in its brochures, news releases, programs, publications, and other publicity materials. When no printed information is used, verbal credit will be given whenever appropriate and practicable.

21. Independent Contractor Relationship. In performing this Agreement, the Contractor shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between SMCHD and the Contractor.

22. Insurance and Indemnification. The Contractor shall comply with the following insurance requirements:

    a. The Contractor shall purchase and maintain while this Agreement is in effect:

        i. Comprehensive Liability Insurance with liability limits of at least $1,000,000 combined single limit on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability, and, where applicable to the Work, as determined by the Purchasing Agent, Products and Completed Operations;

        ii. Comprehensive Business Automobile Liability Insurance with liability limits of at least $1,000,000 combined single limit to include owned, non-owned, and hired vehicles;

        iii. Workers' Compensation Insurance with statutory coverage as required by the laws of the State of Maryland, with limits of at least $100,000 per accident, $100,000 per employee disease, and $500,000 disease policy limit;

        iv. Directors and Officers Liability Insurance with minimum coverage limits of $1,000,000; and

v. Professional Liability Insurance with minimum coverage limits of $1,000,000.

b. For the Comprehensive Liability and Comprehensive Business Automobile Liability policies, the Contractor shall provide SMCHD with a certificate evidencing the coverage and naming SMCHD, its officers, agents, and employees as additional insureds. The certificate shall give SMCHD at least 30 days written notice before any cancellation, intention not to renew, or material change in coverage. The certificate shall be emailed to SMCHD's contract manager, smchd.contracts@maryland.gov.

c. The Contractor agrees to indemnify, defend, and hold harmless SMCHD, its officers, agents, and employees; the State of Maryland, its agents and employees; and St. Mary's County, its agents and employees; from any losses, damages, liabilities, claims, and costs arising out of or resulting from any act or omission made by the Contractor, its directors, officers, agents, employees, and contractors in performance of this Agreement. This indemnification is limited to the extent of the Contractor's assets, including insurance.

23. HIPAA. If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by SMCHD based on the services provided by the Contractor, the Contractor agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

24. PROHIBITION ON REDISCLOSURE: This information has been disclosed to you from the records protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 1. There must be more than a general authorization for releasing medical or other information. Federal rules restrict any use of the information to investigate or prosecute any alcohol or drug abuse patient criminally.

25. Applicable Law. This agreement shall be governed and construed per Maryland law, and any action brought by or between the parties shall invest jurisdiction and venue exclusively in the courts located in St. Mary's County.

26. General.

a. This Agreement represents the complete total and final understanding between the parties, and no other understandings or representations, whether written or oral, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties after the execution of this Agreement unless set forth in writing and executed by both parties hereto.

b. This Agreement shall benefit the parties hereto, their successors, legal representatives, and assigns.

c. The captions to the paragraphs of this Agreement are for reference purposes only and are not substantive parts of this Agreement.

d. Contractor must sign the Certification Regarding Environmental Tobacco Smoke, a copy of which is attached hereto as Attachment 3.

e. Contractor must sign the Certification of Drug-Free Workplace, a copy of which is attached hereto as Attachment 4.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals on the date and year first above written.

CONTRACTOR	St. Mary's County Health Department
Signature Date	Signature Date Meenakshi G. Brewster, MD, MPH, FAAFP
Name	Name SMCHD Health Officer
Title	Title

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and among the St. Mary's County Health Department, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as "Covered Entity") and CONTRACTOR (hereinafter known as "Business Associate"). The covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity have a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 64), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. Definitions.

A. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

B. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

C. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

D. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

E. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

F. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

G. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

H. Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. Use or Disclosure of PHI by Business Associate.

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. Duties of Business Associate Relative to PHI.

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.

B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement

D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate's notification to Covered Entity hereunder shall:

1. Be made to Covered Entity without unreasonable delay and in no case later than 50 calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part E within 50 calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

3. Be in substantially the same form as Exhibit A hereto; and

4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

   a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

   b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

   c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;

   d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

   e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Term and Termination.

A. Term. The Term of this Agreement shall be effective as of August 01, 2026 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This

provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. Remedies in Event of Breach. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

VII. Modification; Amendment. This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

VIII. Interpretation of this agreement in Relation to Other agreements Between the Parties. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. Compliance with State Law. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. Miscellaneous.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Danielle Owens
Chief Privacy Officer
Maryland Department of Health
Office of Internal Controls, Audit Compliance & Information Security
201 W. Preston Street, 5th Floor
Baltimore, MD 21201-2301
Phone: (410) 767-5411
MDH.PRIVACYOFFICER@MARYLAND.GOV

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: ADDRESS

Attention: POC

Phone: NUMBER

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

Business Associate		Covered Entity	
Signature	Date	Signature	Date
		Meenakshi G. Brewster, MD, MPH, FAAFP	
Name		Name SMCHD Health Officer	
Title		Title	

FORM OF NOTIFICATION TO COVERED ENTITY OF

BREACH OF UNSECURED PHI

This notification is made pursuant to Section IV.B.2 of the Business Associate Agreement between St. Mary's County Health Department (SMCHD), a unit of the Maryland Department of Health (MDH), and _____ (Business Associate).

Business Associate hereby notifies MDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____Descripti
on of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

Contact information to ask questions or learn additional information:

Name: _____ Title: _____

Address: _____

_____

Email: _____ Phone Number: _____