

ORDINANCE NO. 2618

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND COMMUNITY HEALTH RESOURCES COMMISSION FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$24,799.00, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE FUNDS FOR ESTABLISHING A TELEHEALTH COMPONENT TO THE SWIFT PROGRAM.

WHEREAS, the Maryland Community Health Resources Commission (MCHRC) has COVID-19 Virus Emergency Relief Funding; and

WHEREAS, the purpose of the funding is to assist eligible community health resources to respond to the current pandemic; and

WHEREAS, the City of Salisbury Fire Department submitted a grant application to MCHRC for funding to establish a telehealth component to the SWIFT program for the purpose of providing follow up care remotely for COVID-19 patients; and

WHEREAS, the MCHRC has awarded the City funds in the amount of \$24,799.00; and

WHEREAS, the City of Salisbury must enter into a grant agreement with MCHRC defining how the funds must be expended; and

WHEREAS, all funds shall be used to establish the aforementioned telehealth component of the SWIFT program; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Maryland Community Health Resource Commission to accept grant funds in the amount of \$24,799.00.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY21 MCHRC SWIFT Revenue account (10500-424010-XXXXX) by \$24,799.00
- 2) Increase FY21 SFD Equipment Expense account (10500-577030-XXXXX) by \$17,624.00
- 3) Increase FY21 SFD Supplies - Operating / Office Expense account (10500-546001-XXXXX) by \$7,175.00

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

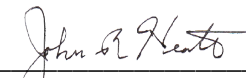
THIS ORDINANCE was introduced and read at a meeting of the Council of the City of

Salisbury held on this 14th day of September, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 28th day of September, 2020.

ATTEST:

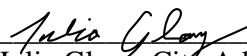


Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS 30 day of September, 2020.



Julia Glanz, City Administrator, for and at the direction
of Jacob R. Day, Mayor



MEMORANDUM

To: Keith Cordrey
From: Robert McClure, Grants Coordinator
Date: September 2, 2020
Re: Ordinance – Budget Amendment – Acceptance / Appropriation
of MCHRC Grant funds for the SWIFT Telehealth Program -
\$24,799

Attached please find an ordinance to accept a grant from the Maryland Community Health Resources Commission (MCHRC) for the purpose of supporting telehealth operations through the SWIFT program.

Specifically, this funding is for:

- Remote patient monitoring
- Pharmacy/med Reconciliation
- iPads/Tablets for telehealth visits
- Mobile Wi-Fi hotspot to facilitate access
- PPE for paramedic or CHW to facilitate telehealth visit

If there are no questions or clarifications necessary, please forward this information to the City Council to be placed on their agenda for discussion at the September 8, 2020 work session, first reading at the September 14, 2020 legislative meeting, and second reading / final passage at the September 28, 2020 legislative meeting.

Thank you for your assistance.



STATE OF MARYLAND

Community Health Resources Commission

45 Calvert Street, Room 336 • Annapolis, Maryland 21401

Larry Hogan, Governor; Boyd Rutherford, Lt. Governor
Elizabeth Chung, Chair; Mark Luckner, Executive Director

July 22, 2020

VIA ELECTRONIC MAIL

Julia Glanz
City Administrator
City of Salisbury
125 N. Division Street, Room 304
Salisbury, MD 21801

Re: Community Health Resources Commission Emergency Relief Funding Award

Dear Ms. Glanz,

As part of its response to the COVID-19 virus pandemic, the Maryland Community Health Resources Commission (“CHRC”) released the COVID-19 Emergency Relief Funding Call for Proposals. After a careful review of the proposals received, we are pleased to inform you that organization was selected for funding.

Attached please find a copy of the CHRC Grant Agreement with your organization. If this Agreement is acceptable, please print two (2) copies, **sign both copies** of the Agreement and return to us for CHRC signature. Please note, we cannot accept photocopies or electronic signatures on the Agreement. You may contact Commission staff if you have any questions or wish to discuss further.

Please email an invoice, the expenditure report and supporting documentation for grant related expenses incurred to date. These grant related expenses may date back to March 1, 2020. This invoice should be **emailed to CHRC CFO, Chris Kelter, at chris.kelter@maryland.gov**. The invoice, expenditure report and supporting documentation are all required documents and will be processed after the Grant Agreement has been fully executed.

Again, congratulations on your grant from the Community Health Resources Commission. We look forward to working with you as your organization implements this grant program.

Sincerely,

/s/

Mark Luckner
Executive Director
Maryland Community Health Resources Commission

Enclosures

cc: Elizabeth Chung, Chair, Maryland Community Health Resources Commission
Chris Kelter, Chief Financial Officer



STATE OF MARYLAND
 Community Health Resources Commission
 45 Calvert Street, Room 336 • Annapolis, Maryland 21401

**Maryland Community Health Resources Commission
 Grant Agreement**

Grant Number: COVID-013	Grantee Organization: Salisbury-Wicomico Integrated First-Care Team	
Title of Project: COVID-19 Emergency Relief Funding		
Amount of Grant: \$24,799.00	Period of Grant: March 1, 2020 – February 26, 2021	Date of Award: June 23, 2020
Project Director (name, title, address, e-mail, phone): David Phippin 325 Cyprus Street Salisbury, MD 21801 (410) 548-3120 dhippin@salisbury.md	Contract Officer (name, title, address, e-mail, phone): The Honorable Jake Day / Julia Glanz Mayor / City Administrator 125 N. Division Street, Room 304 Salisbury, MD 21801 (410) 548-3101 jglanz@salisbury.md	
Alternate Contact Person (name, title, address, e-mail, phone):	Federal Tax Identification Number: 52-6000806	
Community Health Resource Status: 10.25.05.04 – Designated Community Health Resource	MCHRC Project Officer: Mark Luckner, Executive Director Maryland Community Health Resources Commission 45 Calvert Street, Room 336 Annapolis, MD 21401 Phone: 410-260-7046 Fax: 410-626-0304 e-mail: mark.luckner@maryland.gov	
MCHRC Grant Program: COVID-19 Virus Response Emergency Relief	Program Area: Emergency Relief for COVID-19 Virus Response	

- Scope of Work:** Grant funds shall be used exclusively for the purposes and in the manner described in the Grantee’s Letter of Request dated May 14, 2020. The Letter of Request must identify project goals and expenses consistent with the objectives and limitations outlined in the COVID-19 Virus Response Emergency Relief Request for Proposals, dated April 27, 2020, and a budget detailing the precise expenditure of grant funds. The Letter of Request shall be incorporated into the Agreement by reference and attached as *Attachment 1*.
- Grant Period:** The grant period shall begin on or about **March 1, 2020** and end on **February 26, 2021** (the “Grant Period”).
- Approved Budget:** The grant shall have a budget of **\$24,799.00**. Grant funds shall be expended in accordance with a budget and timeline submitted by the Grantee, which shall be incorporated by reference into the Agreement and attached as *Attachment 2*. Any additional funding provided by the Maryland Community Health Resources Commission (the

“Commission”), the Maryland Department of Health, or any other State or Federal source to support this grant shall be subject to the terms and conditions of the Agreement. Notwithstanding any other term or condition of the Agreement, the Commission reserves the right to adjust the approved budget, including, but not limited to, postponing, reducing, or canceling grant payments for any reason.

4. **Conditions of Funding:**

- A. **Performance-Based Conditions:** Funding under this grant is contingent upon the Grantee’s compliance with the terms and conditions of the Agreement and on the Commission’s periodic assessment of the Grantee’s progress towards achieving the objectives described in the Letter of Request.
- B. **Appropriations-Based Conditions:** If the Maryland General Assembly or the United States Congress fails to appropriate funds, or if funds are not otherwise made available for continued performance of the Agreement for any fiscal period of the Agreement succeeding the first fiscal period, the Commission may cancel the Agreement at the time the funds are not appropriated or otherwise made available. The effect of cancellation of the Agreement will be to discharge both the Grantee and the Commission from future performance of the Agreement, but not from their obligations existing at the time of cancellation. The Commission shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first.

5. **Disbursement and Expenditure of Grant Funds:**

- A. **Disbursement of Grant Funds:** Grant funds shall be disbursed in accordance with a schedule of payments negotiated by the parties to the Agreement. The schedule of payments shall be incorporated into the Agreement by reference and attached as *Attachment 3*. The Commission may adjust the schedule of payments based on its assessment of the Grantee’s implementation of the Letter of Request in accordance with the approved budget.
- B. **Budget Revisions:** Transfers among line items of the approved budget of \$1,000 or more must receive prior written approval from the Commission, as must any transfer of funds to a new line item.
- C. **Interest Earned:** The Grantee shall place grant funds received from the Commission in an interest-bearing account, and the interest earned on the grant funds shall be used to support project expenses. Local Health Departments who use the State of Maryland as their sole Disbursement agent for grant-related salary and operating costs shall provide the Commission with necessary information to receive funds by R*STARS transfer. Local Health Departments who do not use the State of Maryland as their Disbursement agent are not required to place grant funds in an interest bearing account if the process to place funds in such an account does not exist in their jurisdiction’s government.
- D. **Unexpended Funds:** Within 60 days after the close of the grant period or the termination of the grant, the Grantee shall return to the Commission any funds not expended or committed for the purposes of this grant within the grant period (or any authorized extension of the grant period).

- E. **Extension of Time to Expend Grant Funds:** The Commission, in its discretion, may extend the original time limit for expenditure of grant award funds following approval of an extended project timeline. This will be an extension with no additional funds. Moreover, notwithstanding any approved extension, grant funds may be used only to cover costs incurred during the grant period, from March 1, 2020 through December 30, 2020.
- F. **Unapproved Expenditures:** Any expenditure that is not in accordance with the approved Letter of Request and budget may, in the sole discretion of the Commission, be disallowed, provided that the Commission shall notify the Grantee in writing of its intention to disallow the expenditure and provided further that the Grantee shall then have 30 days to submit a justification of the expenditure. In the event that an expense is disallowed following such notice and opportunity to respond, the Commission may require repayment of the funds to the Commission, an offset from future funds to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee must seek prior written approval from the Commission for any expense that is not detailed in the approved Letter of Request or budget. To obtain prior approval of a new or alternate expense, the Grantee must follow the procedures for project revisions as set forth in Paragraph 6.D. of the Agreement.

6. **Project Administration:**

- A. **Administration of Grant Funds:** The Grantee will directly administer the project supported by the grant and agrees that no grant funds shall be disbursed to any organization, individual, or entity, whether or not formed by the Grantee, other than as specifically set forth in the Grantee's Letter of Request and budget, or as provided for in the Agreement.
- B. **Project Director:** The Commission considers the leadership of the project by the Project Director crucial to its success and therefore reserves the right to terminate funding in the event the Project Director leaves the project or the Grantee's organization and the Grantee fails to make adequate arrangements for oversight of the project. The decision to continue or terminate funding would be made after careful consideration of the Grantee's interest in and capacity to continue the project. The Grantee agrees to notify the Commission at least thirty (30) days in advance of the departure of the designated Project Director or as soon as practicable. If the Grantee fails to do so, the Commission may discontinue funding as of the date of the Project Director's departure, and the Grantee would be liable for any project expenses incurred after this date.
- C. **Subcontracts:** Any subcontracts with another organization or consulting agreements with an individual or firm for \$1,000 or more must be approved by the Commission in writing prior to execution. A copy of each executed subcontract or consulting agreement must be submitted to the Commission. The Grantee must ensure that all subcontracts and consulting agreements are subject to and in compliance with the terms of the Agreement.
- D. **Project Revisions:** Except as expressly stated in the Agreement, any changes to the Grantee's Letter of Request, budget, or monitoring and data tracking plan must receive prior written approval from the Commission. All requested revisions shall be submitted to the Commission in writing via a Modification Request, which must contain an explanation of the rationale for the requested revision(s).

7. Evaluation and Grant Monitoring:

A. **External Evaluation.** The Grantee agrees to participate in an external evaluation of the Commission's grant programs, including assisting with any data collection and information gathering required, such as participation in surveys, site visits, meetings, and interviews with the Commission and/or its evaluators.

B. Grant Monitoring:

1. The Commission will require the Grantee, as a condition of disbursement and expenditure of grant funds, periodically to submit to the Commission the following items:
 - a. Narrative Report, in the form of a succinct description of the major activities during the reporting period;
 - b. Expense Report and Supporting Documentation, as set forth under Paragraph 10 of the Agreement; and
 - c. Invoice, which should clearly show the name and address of the State agency being billed. The invoice must sufficiently describe the details of the goods or services being paid and include an invoice date. Each invoice must contain the vendor's name, remittance address, and federal taxpayer identification number or, if owned by an individual, his/her social security number.
 - d. The Grantee must use the reporting templates provided by the Commission. Reports in other formats will not be accepted.
2. The Grantee and the Commission shall negotiate and finalize a schedule of the reporting periods, which shall be incorporated by reference in the Agreement and attached as *Attachment 3*.
3. If the Grantee identifies a problem or barrier to meeting project objectives as set forth in the Grantee's Letter of Request, the Grantee shall notify the Commission in writing immediately. Notification shall include specific strategies to deal with or overcome the problem or barrier and shall include any required revisions to the Letter of Request or budget. Upon approval by the Commission, the proposed revisions shall be incorporated as amendments to the existing Letter of Request or budget. Unless and until a proposed revision is approved by the Commission, the Grantee shall be responsible for completing all objectives, as set forth in the existing Letter of Request.
4. If the Commission determines that the Grantee's interim reports or final project report fails to comply with the requirements set forth in the Agreement, the Commission will notify the Grantee in writing. Following such notification, the Grantee shall have 30 days to provide new or additional documentation or information that responds to the deficiencies noted. If the Grantee fails to provide documentation or information satisfactory to the Commission, it may result in the suspension of further funding until

satisfactory reporting is achieved and could result in cancellation of grant funds as described in Paragraph 19 of the Agreement.

5. If the Commission determines from the Grantee's interim reports that the Grantee is failing to reach the goals and objectives set forth in the Letter of Request or is making insufficient progress toward those goals and objectives, in addition to all other powers set forth in the Agreement, the Commission may, after providing the Grantee with notice and 30 days to respond, hire an Evaluator to assess the project and report back to the Commission, recommending strategies for making progress or achieving the goals and objectives, which may include a period of ongoing observation and monitoring by the Evaluator. Any expenses incurred by the Commission in employing an Evaluator will be charged to the balance of funds remaining in the Grantee's grant award.
6. Should the Grantee receive funding from another source for the same project or a portion of the project, the Grantee shall notify the Commission in writing of the other funding source and provide the dollar amount and award conditions for the additional funding. Should this additional funding impact the manner or timing of grant funding from the Commission, the Grantee shall provide the Commission with a proposed revision to the Letter of Request and budget, which reflects the incorporation of activities and funding from the other source and may include alterations to the goals, objectives, and timelines set forth in the existing Letter of Request and budget. Upon approval by the Commission, the revision(s) to the Letter of Request and budget shall be incorporated as amendments to the existing proposal.
8. **Financial Records:** The Grantee agrees to maintain complete records of revenues and expenses for the project, together with appropriate supporting documentation. These records shall indicate precisely how the grant funds were expended by the Grantee and shall be included by the Grantee in submission of interim and final reports. The Commission, at its expense, may audit or have audited the records of the Grantee insofar as they relate to the disposition of the funds awarded by the Commission, and the Grantee shall provide all necessary assistance in connection therewith. Records must be kept for at least four years after completion of the grant. In addition to those records referred to above, records to be kept and maintained for this period include all invoices, bills of sale, receipts, payroll reports, and employee time sheets.
9. **Performance Records:** The Grantee agrees to maintain complete records of program implementation and performance for the project, together with appropriate supporting documentation. These records shall indicate how the program was implemented, whom the program served, and include outcome measures, in accordance with the Grantee's Letter of Request. The Commission, at its expense, may audit or have audited the records of the Grantee insofar as they relate to program performance and implementation, and the Grantee shall provide all necessary assistance in connection therewith. Records must be kept for at least four years after completion of the grant.
10. **Expense Reports:** For each reporting period, the Grantee shall provide to the Commission an itemized report of expenditures documenting precisely how the grant funds were expended for that period. The Grantee must provide the Commission with all invoices, bills of sale, receipts, and payroll reports. Employee duty sheets should be kept but need not be attached. The Commission retains the right to request audited financial statements, including

(qualified/unqualified) opinion, with comments for any year in which Commission funds are received.

11. **Publicity:**

- A. **Press Announcements:** Prior to release, the Grantee Organization shall submit to the Commission for review drafts of press releases announcing the grant or reporting project accomplishments or findings. In any press release concerning or mentioning this project, the Grantee Organization shall acknowledge the Commission's support as follows: *Supported by the Maryland Community Health Resources Commission. The views presented here are those of the grantee organization and not necessarily those of the Commission, its Commissioners, or its staff.*
- B. **Publications:** The Grantee Organization shall submit to the Commission three copies of any publications produced under the grant.
- C. **Acknowledgements:** In any publications or media resulting from this project, the Grantee Organization shall acknowledge the Commission's support as follows: *Supported by the Maryland Community Health Resources Commission. The views presented here are those of the author and not necessarily those of the Commission, its Commissioners, or its staff.*
- D. **Copyright Interests:** All copyright interests in materials produced as a result of this grant are owned by the Grantee Organization. The Commission, however, retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use any such materials for Commission purposes. Such license includes posting the materials on the Commission's website.

12. **Limitations:** Except as stated in the Agreement, the Commission has no obligation to provide other or additional support to the Grantee for this or any other project or purpose.

13. **Human Subjects:** If the grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that an institutional review board, which applies the ethical standards and the criteria for approval of grants set forth in U.S. Department of Health and Human Services policy for the protection of human research subjects (45 CFR part 46, as amended from time to time), has determined that the human subjects involved in this grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

14. **Non-Discrimination:** The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, or any other characteristic forbidden as a basis for discrimination by applicable laws and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

15. **Collusion or Other Offenses:** The person executing the Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- A. Neither the Grantee, nor any of its officers or directors, has engaged in collusion with respect to the Grantee's application for the grant or the Agreement or has been convicted

of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;

- B. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the grant or the Agreement;
- C. The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State;
- D. Other than assistance provided in connection with the passage of legislation creating the Maryland Community Health Resources Commission, no money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the grant; and
- E. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

16. Indemnification

- A. The Grantee shall hold harmless and indemnify the Commission and the State of Maryland from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its subcontractors under this Agreement.
- B. This indemnification clause shall not be construed to mean that the Grantee shall indemnify the Commission and the State of Maryland against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Commission, the State of Maryland or the State's employees.
- C. The Commission and the State of Maryland have no obligation to provide legal counsel or defense to the Grantee or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Agreement against the Grantee or its subcontractors as a result of or relating to the Grantee's performance under this Agreement.
- D. The Commission and the State of Maryland have no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its subcontractors as a result of or relating to the Grantee's performance under this Agreement.
- E. The Grantee shall immediately notify the Project Officer of any claim or lawsuit made or filed against the Grantee or its subcontractors regarding any matter resulting from, or relating to, the Grantee's obligations under the Agreement, and will cooperate, assist, and consult with the Commission and the State of Maryland in the defense or investigation of

any claim, lawsuit, or action made or filed against the Commission or the State of Maryland as a result of, or relating to, the Grantee's performance under this Agreement.

F. This Section 16 shall survive termination of this Agreement.

17. General Provisions and Governing Law:

A. The Grantee shall comply with Md. Ann. Code, State Finance and Procurement Art. §§ 7-402 and 7-403, as applicable.

B. The laws of Maryland shall govern the interpretation and enforcement of the Agreement.

C. The Agreement shall bind the respective successors and assigns of the parties.

D. The Grantee may not sell, transfer, or otherwise assign any of its obligations under the Agreement, or its rights, title, or interest in the Agreement, without the prior written consent of the Commission.

E. No amendment to the Agreement is binding unless it is in writing and signed by all parties.

F. The Agreement is not subject to the Administrative Procedure Act, Md. Code Ann., State Gov't Art. §§ 10-201, *et seq.*

18. Public Document: The Grantee understands that the Commission considers all documents provided to the Commission under the Agreement as public documents. The Grantee shall clearly indicate any document or any portion of a document that it believes is "confidential" at the time that it first provides the document to the Commission. The Grantee shall do so by stamping or marking the document as "**CONFIDENTIAL.**" Any such designation shall be accompanied by a written explanation of the applicable exception under the Maryland Public Information Act ("MPIA"), Md. Ann. Code, Gen. Prov. Art. §§ 4-101, *et seq.*, that supports the confidentiality of the document or the information contained therein. The Commission retains final authority over the decision to disclose documents or information provided by the Grantee in accordance with the MPIA.

19. Postponement, Cancellation, Reversion and Repayment of Grant Funds:

A. In addition to other powers set forth in the Agreement, the Commission may postpone or cancel unpaid installments and recover unspent grant funds if, in the Commission's sole judgment, the Grantee becomes unable to carry out the purposes of the grant or ceases to be an appropriate means for accomplishing the purposes of the grant, violates any provision of the Agreement, uses grant funds in an inappropriate manner or in a manner inconsistent with the approved Letter of Request, or, as set forth above in Paragraph 4.A., the Commission determines that the Grantee is not meeting the goals and objectives of the Letter of Request or the requirements set forth in the Agreement. If one or more of the above violations occurs, the Commission shall provide the Grantee with written notice of the violation, and the Grantee shall have 30 days to cure the violation. Following such notice and opportunity to cure, the Commission shall notify the Grantee of its decision in writing via first-class United States mail. If the Commission's decision includes an order of reversion, then, subject to subsection C of this Paragraph, the Grantee shall return any

portion of grant funds received but not expended within thirty days after the Commission's decision is mailed.

- B. In addition to the powers and remedies set forth in subsection A of this Paragraph, if the Commission determines that the Grantee violated any provision of the Agreement or used grant funds in an inappropriate manner or in a manner inconsistent with the approved Letter of Request, the Commission may order the Grantee to repay any portion, up to and including the entire amount, of grant funds that have been disbursed to the Grantee. The Commission shall notify the Grantee of any such decision in writing via first-class United States mail.
- C. If the Commission exercises its powers under subsections A or B of this Paragraph, the Grantee may appeal the Commission's decision in writing within thirty days of the date the Commission's decision is mailed to the Grantee. The appeal shall be directed to the Commission Chairperson. The Commission may, in its sole discretion, hold a show cause hearing on the appeal. The show cause hearing is non-evidentiary, therefore, no documentary evidence will be accepted nor will witnesses be allowed to testify. The Commission shall notify the Grantee of its decision on the appeal in writing via first-class United States mail. The Commission's decision on any appeal is final.

20. Debarment

- A. The Grantee may be debarred from entering into a grant agreement with the Commission if any of its officers, partners, controlling stockholders, principals, or other persons substantially involved in its grant or contracting activities has been:
 - 1. Convicted under the laws of the State of any of the following offenses, committed in furtherance of obtaining a grant or contract with a public body:
 - (i) Bribery;
 - (ii) Attempted bribery; or
 - (iii) Conspiracy to bribe;
 - 2. Convicted under any state or federal law of a criminal offense, other than bribery, incident to obtaining, attempting to obtain, or performing a public or private grant or contract;
 - 3. Convicted under any state or federal law of fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - 4. Convicted of a criminal violation of a state or federal antitrust statute;
 - 5. Convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law described in sections 1.-4. of this paragraph; or
 - 6. Debarred from federal contracts under the Federal Acquisition Regulation, as provided in 48 C.F.R. Chapter 1.
- B. Additionally, the Grantee may be debarred from entering into a grant agreement with the Commission if the Commission finds that the Grantee has deliberately failed, without good cause, to perform in accordance with the specifications or within the time provided in the Grant Agreement, or has failed to perform, or performed unsatisfactorily, in accordance with the terms of one or more grants within the preceding 5 years unless the failure to perform or the unsatisfactory performance was caused by acts beyond the control of the Grantee.

- C. The Grantee also may be debarred for any other cause the Commission determines to be so serious as to affect the integrity of the Commission’s grant making process, including, for example and not by limitation, intentional misrepresentations or omissions in a letter of intent or grant application submitted to the Commission.

21. Specific Limitations on Use of Grant Funds

A. Personal Protective Equipment (PPE)

If the Grantee uses grant funds to purchase PPE, including, but not limited to, filtering facepiece respirators (FFR), the Grantee shall comply with all applicable federal and state standards governing the use, maintenance, storage, cleaning and safety protocols for PPE and FFR, including, but not limited to, Occupational and Safety Administration (OSHA) standards and enforcement memoranda, Centers for Disease Control and Prevention (CDC) standards and guidance, Food and Drug Administration (FDA) standards and emergency use authorizations, National Institute for Occupational Safety and Health (NIOSH) standards and guidance, and Maryland Occupational Safety and Health (MOSH) standards and guidance. By executing this Agreement, the Grantee warrants that, in addition to the general indemnification provisions in paragraph 16 of this Agreement, it shall hold harmless and indemnify the Commission and the State of Maryland from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the purchase, use, maintenance, storage, cleaning, and safety protocols for PPE, including, but not limited to, FFR.

B. Abortion

Pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), payments from the Coronavirus Relief Fund, from which all grant funds under this Agreement are derived, may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to a risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place a woman in danger of death unless an abortion is performed. Furthermore, no Grantee may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

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Acceptance of Terms and Conditions: The Agreement shall be signed by the Commission, the Project Director, and the individual legally authorized to execute contracts on behalf of the Grantee, signifying agreement to comply with all of the terms and conditions specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified:

For: **Maryland Community Health Resources Commission**
Grantor

By: _____
Mark Luckner, Date
Executive Director

For: **Salisbury-Wicomico Integrated First-Care Team**

By: _____	_____
Signature of Project Director (if different from the Authorized Official)	Signature of Authorized Official
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Approved for form and legal sufficiency:

By: _____
Michael F. Conti
Assistant Attorney General
Community Health Resources Commission

Date

Attachments:

Attachment 1 – Grantee’s Letter of Request, dated May 14, 2020

Attachment 2 – Budget as approved by the Commission

Attachment 3 – Grant Reporting Documents

- Expenditure Report
- Narrative Report

Attachment 4 – Attestation Regarding Additional & Duplicate Funding