

Resolution No. 2773

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF EXPENDING GRANT FUNDS IN THE AMOUNT OF \$72,000.

WHEREAS, the Wicomico County Health Department (WiCHD), in conjunction with the City of Salisbury, applied for funds through the CareFirst Foundation's Grant Program; and

WHEREAS, CareFirst has awarded the WiCHD funds in the amount of \$95,000; and

WHEREAS, the WiCHD is sub-granting \$72,000 to the City of Salisbury; and

WHEREAS, these funds shall be used to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

WHEREAS, the City must enter into a sub-recipient agreement with the WiCHD defining how these funds must be expended; and


WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from entering into an 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;

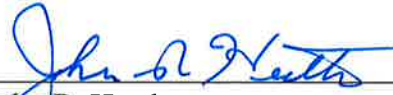
NOW, THEREFORE BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby appropriate the necessary funds and authorize Mayor Jacob R. Day to enter into a grant agreement with the WiCHD and expend the awarded funds accordingly.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 25th Day of September, 2017 and is to become effective immediately.

ATTEST:



Kimberly R. Nichols
CITY CLERK



John R. Heath
CITY COUNCIL PRESIDENT

APPROVED BY ME this 28th day of SEPTEMBER, 2017.



Jacob R. Day
MAYOR

To: The Mayor & City Council
From: Theo Williams
Subject: FY17 Carefirst Grant for the SFD's SWIFT program
Date: September 22, 2017

The Wicomico County Health Department, in conjunction with its partners, the Salisbury Fire Department and Peninsula Regional Medical Center, has proposed to create the Salisbury Wicomico Firstcare Team (SWIFT) utilizing the successful Mobile Integrated Health – Community Paramedicine model. The proposed SWIFT will consist of a SFD emergency medical technician, a WiCHD nurse practitioner, and a PRMC registered nurse. This team will make home visits to frequent utilizers of 911 EMS for non-emergency reasons. Without the SWIFT these individuals' subsequent transportation to PRMC further overburdens the emergency department and may lead to avoidable hospitalizations. The strain on resources not only inhibits these entities' ability to serve their truly emergent patients, but also expends limited financial resources. By proactively addressing the needs of these patients, be that a lack of a primary care physician, unsafe living conditions, or abuse and neglect, the SWFIT can both improve the health outcomes of their patients and decrease their use of these emergency services.

In conjunction with the City of Salisbury, the Wicomico Health Department applied for an award to the Maryland Community Health Resources Commission to fund this program for three pilot years. Unfortunately the MCHRC did not decide to fund this project, but the Health Department utilized the application to apply for the CareFirst foundation to secure funding the for the first year of this program. Out of the total award of \$95,000, the City will be receiving \$72,000 as a sub-grantee of the health department to pay for the salary and benefits of the EMS employee assigned to this team, in addition to various pieces of equipment for the operation of the program.



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and Salisbury Fire Department (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has 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 privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), 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), and the HIPAA Omnibus Final Rule of 2013 (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. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean (Salisbury Fire Department).
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.

- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) 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 C.F.R. Part E within fifteen (15) 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;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying 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:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. 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);
 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

- L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- N. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- 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; or
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
 - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. 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.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this 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, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

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 HIPAA rules and any other applicable law.

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 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 PHI, 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 and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.
- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Deborah W. Smith
HIPAA Coordinator
Wicomico County Health Department
108 East Main Street
Salisbury, MD 21801
Phone: (410) 543-6963

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

Address: Wicomico County Health Department

108 East Main Street, Salisbury, MD 21801

Attention: Dennis DiCintio

Phone: 410-543-6930

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: Lori Brewster, MS, APRN/BC, LCADC

Name: _____

Title: Health Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and _____ (Business Associate).

Business Associate hereby notifies DHMH 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):

Description 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 Address: _____

Phone Number: _____

Maria Harris Tildon
Senior Vice President
Public Policy and Community Affairs

CareFirst BlueCross BlueShield
1501 S. Clinton Street, Suite 700
Baltimore, MD 21224-5744
Tel. 410-605-2591
Fax 410-505-2855



July 17, 2017

Ms. Lori Brewster
Health Officer
Wicomico County Maryland Health Department
108 East Main Street
Salisbury, MD 21801

Dear Ms. Brewster:

On behalf of CareFirst BlueCross BlueShield, I am pleased to inform you that Wicomico County Maryland Health Department has been approved for a contribution in the amount of \$95,000.00. The payment will be disbursed from the Baltimore Community Foundation. This award is in support of the *Salisbury Wicomico Integrated FirstCare Team (SWIFT)*.

We look forward to working with you and we want to be sure that throughout the course of our partnership your organization is clear about the expectations and accountability for this contribution. The attached Memorandum of Agreement describes the terms and conditions under which the contribution is being made and all other pertinent information regarding your award.

As you know, CareFirst is committed to providing leadership in assessing and addressing a range of community health issues including healthcare quality, affordability and accessibility. Our support of Wicomico County Maryland Health Department furthers our goal of helping to improve the health of our members and the communities we serve.

Again, congratulations on receiving this contribution from CareFirst BlueCross BlueShield.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Harris Tildon", is written over a horizontal line.

Maria Harris Tildon



CareFirst BlueCross BlueShield is making a contribution to your charitable organization. As you are probably aware, we must obtain a receipt in order to deduct any such contributions. For your convenience, we have provided a form below that you may complete and send back to us at the address below.

Jennifer Lew
Community Affairs
CareFirst BlueCross BlueShield
10455 Mill Run Circle
Mailstop CT10-04
Owings Mills, MD 21117

If you would prefer to fax the receipt, please fax to: 410.505.2115. If your organization has its own receipt that meets current IRS requirements, please feel free to submit that instead. Thank you for your attention to this matter. If you have any questions, please contact: 410.528.7137.

RECEIPT FOR CHARITABLE CONTRIBUTION

Organization Name: Wicomico County Maryland Health Department

Address: 108 East Main Street
Salisbury, MD 21801

Re: Salisbury Wicomico Integrated FirstCare Team (SWIFT)

Date Received: _____

Amount received from CareFirst BlueCross BlueShield: \$95,000.00

Value of goods/services provided to CareFirst BlueCross BlueShield: \$

Net = Charitable Contribution: \$

Signature: Lori Brewster

Title: Health Officer

Printed name: LORI BREWSTER



Letter of Agreement

This letter describes the terms and conditions under which CareFirst BlueCross BlueShield (CareFirst) is willing to provide Wicomico County Maryland Health Department a grant.

- **Purpose and Date of the Grant**

This contribution is made to support the Salisbury Wicomico Integrated FirstCare Team (SWIFT).

Grant period: 7/1/2017 - 6/30/2018

- **Payments**

CareFirst will distribute the grant of \$95,000.00 as follows:

\$95,000.00 – July 2017

Payments are released based on goals achieved and rate of program expenditures (See Progress and Reporting of Goals and Expenditures below)

CareFirst is providing the grant disbursements only for the activities and expenses described in your organization's grant proposal. Wicomico County Maryland Health Department agrees to use only the disbursements for the purposes described in the proposal. Wicomico County Maryland Health Department further agrees not to use any of the grant funds to attempt to influence legislation or participate in any political activity or campaign.

CareFirst reserves the right to withhold any and all grant disbursements and request reimbursement if grant goals are not progressing or have not been achieved.

Wicomico County Maryland Health Department agrees to return to CareFirst any unspent grant funds within thirty (30) days of the end of the grant.

Wicomico County Maryland Health Department agrees that it will not obtain any funding from any other health insurance carrier for the same activities and expenses described in your organization's grant proposal without first notifying CareFirst about the other grant or funding opportunity.

- **Progress and Reporting Schedule**

Wicomico County Maryland Health Department will submit a mid-year report to CareFirst documenting the program measures as outlined in the grant. A final

report will be required at the conclusion of the grant highlighting the challenges and successes, along with a summary of the program outcomes:

- Of the total 1660 non-emergency transportations, we project to reduce that number of transports by 20% in the first year. The SWIFT team seeks to serve 100 patients in its first year. By the end of the first fiscal year (FY18), reduce the total number of annual, non-emergency SFD EMS transportation calls by enrolled patients 20%. This will be based off of 2015 numbers (Base = 1662 calls), which equates to a reduction of 330 calls.

Reporting requirements are due on a semi-annual schedule based on the grant period as listed above. First report due: 1/31/2018; Final report and budget due: 7/31/2018 (reporting templates attached).

- **Audits**

Upon reasonable notice, CareFirst may audit Wicomico County Maryland Health Department's books and records during the grant period and for a year after the grant ends to confirm that the grant funds have been used only for the purposes described in the grant.

- **Public Relations**

The project you are embarking on is important to both our organizations. Publicizing your program is mutually beneficial for all concerned. We welcome the opportunity to collaborate on promotional opportunities in support of your program. With this in mind, please let us know how you might highlight this contribution:

- Newsletters
- Website
- Brochures, reports
- Press release (Please contact CareFirst before issuing)
- Check presentation event
- Other: _____

- **Brand Use**

Wicomico County Maryland Health Department acknowledges that the use of the Cross and Shield and other of CareFirst's names, marks, logos, colors and copyrights ("Brands") is subject to the terms of a license agreement with the Blue Cross and Blue Shield Association and the rules and regulations which govern the use of the Brands.

Wicomico County Maryland Health Department agrees that it will not make any unauthorized use of the Brands unless any such use is expressly granted by CareFirst, and agrees to comply with all rules and regulations in any use thereof. Further, Wicomico County Maryland Health Department acknowledges that any Brands used or displayed pursuant to this Agreement shall be and remain the property of CareFirst. Any use of the

Brands, once granted, shall be non-exclusive, royalty-free, non-transferable and subject to CareFirst's prior written approval.

The use of the CareFirst brand must be approved before production. CareFirst must be made aware of the addition of other supporters and their brands before their placement is added to any printed item that will feature the CareFirst brand.

- **Termination of Grant**

CareFirst may terminate the grant if it determines that Wicomico County Maryland Health Department has made any misrepresentations in its grant proposal, has misappropriated any grant funds, or has done anything inconsistent with the terms of the letter.

Please indicate your organization's acceptance to the above terms and conditions by having the enclosed copy of this letter signed by the Executive Director of your organization and returned to Jennifer Lew, Grants Program Associate, using the enclosed envelope. The other copy is for your records.

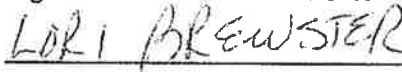
Additionally, a receipt form which is included with this agreement needs to be completed and returned to our office. If you have any questions, please call Hosanna Asfaw-Means, Grants Program Manager at (410) 528-7086.

I accept the conditions of this grant as outlined in the above letter:

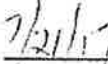
Wicomico County Maryland Health Department



Signature of Executive Director



Printed Name



Date



**CareFirst Commitment
Grantee Progress Report
Narrative Report**

_____ FINAL REPORT _____ INTERIM REPORT

- Organization name
- Program name
- Grant period
- Period covered by this report (start/finish)
- Person responsible for this report/phone and email
- Date submitted

GRANT PURPOSE

State the grant purpose from your application.

EXECUTIVE SUMMARY

In a paragraph, provide an overview of the program’s progress. Summarize and explain the significance of the key accomplishments detailed in this report. Address whether the program is proceeding to your satisfaction and is on track to achieve its goals for the community and/or your organization.

STRATEGIES AND ACTIVITIES

List the strategies that were stated in your application’s program design and, in one or two sentences for each strategy, concisely describe the major activities associated with each strategy that have been accomplished during this grant. Clearly identify activities that occurred during this reporting period as well as activities that were reported previously (if applicable).

OUTCOMES AND PROGRAM PERFORMANCE MEASURES

Report the progress to date toward the performance targets and program impact you included in your application. Please identify the key reporting metrics you identified as part of your MOU. Use the format you prefer, providing it includes actual-to-target data in a concise form. (An example is provided.) Feel free to attach supplemental information.

Measure	Target	Baseline	This reporting period	Cumulative (grant to-date)
<i>Examples:</i>				
<i>Women enrolled in Center program each year</i>	<i>230</i>	<i>0</i>	<i>25</i>	<i>100</i>
<i>Percentage of women at Center receiving prenatal care in first trimester</i>	<i>85%</i>	<i>50%</i>	<i>75%</i>	<i>65%</i>
<i>Percentage of babies born ≥2500 grams</i>	<i>90%</i>	<i>70%</i>	<i>85%</i>	<i>80%</i>

CHALLENGES AND SIGNIFICANT CHANGES

If the program has encountered any significant challenges, describe them and how they have affected progress. Describe any variances from the program as proposed and explain how they affect the success of this program. Do you expect the planned results will be achieved during the grant period? If no, explain.

FINANCIAL SUSTAINABILITY PLANS *(For Final Reports)*

If this program is intended to continue after the conclusion of this grant, describe how it will be sustained.

LESSONS LEARNED *(For Final Reports)*

Describe any valuable lessons learned that would have affected your program design or will influence how you address this issue or conduct this program in the future.

EVIDENCE OF IMPACT

Share your stories or other evidence of the impact of this program.

If you require additional assistance regarding submission of the report please contact:

Hosanna Asfaw-Means, Grants Program Manager
hosanna.asfaw-means@carefirst.com, 410-528-7086

Please send report directly to:

Jennifer Lew, Grants Program Associate
jennifer.lew@carefirst.com, 410-528-7137 or Fax 410-528-5774

**CareFirst Commitment
Budget Report**

FINAL REPORT

INTERIM REPORT

Use this form or an Excel spreadsheet generated from your system to address each item.

Organization name

Program name

Person responsible for this report/phone and email

Date submitted

Period covered by this report (start/finish)

1. Budget and cumulative expenses

Budget Line Item	Original Approved Budget	Revised Budget (if applicable)	Actual Cumulative Expenditure	Balance (Overruns)
TOTAL				

→ If this is a final budget report, any Total Balance remaining must be discussed with your CareFirst program officer.

2. Funding sources

Funding Source	Amount Reported or Projected in Approved Budget	Actual Amount	Comment

3. Budget overrun: COMPLETE FOR FINAL REPORTS ONLY

Explain all budget-to-actual variances that exceed 10%.

Budget Line Item <i>(State item exactly as it appears in your response to Question 1.)</i>	Amount of overrun	Explanation

Name and title of authorized signer

Signature and date
