



CITY OF SALISBURY COUNCIL MEETINGS

Welcome and thank you for attending this public meeting. We appreciate your interest in what is happening in your City. Please familiarize yourself with the meeting procedures below:

Presiding Officer

The Council President is responsible for conducting the meeting and managing any public comment period. When the Council President is not present, the Council Vice President conducts the meeting.

Public Participation in City Council Meetings

1. In accordance with the Maryland Open Meetings Act, the general public is entitled to attend and observe all meetings of the Mayor and Council except in appropriate circumstances when meetings of the public bodies may be closed under the Act.
2. To encourage community engagement, the Council allows public comment using the following guidelines:
 - a. Work Sessions – persons desiring to speak on matters specific to the topics on the agenda may do so for up to three (3) minutes after each topic has been presented.
 - b. Regular Meetings – persons desiring to speak on any matter may do so for up to four (4) minutes during the “Public Comments” portion of the meeting.
 - c. Please fill out a comment form from the table as you enter Council Chambers, and turn it in to the Clerk.
 - d. The Council President will call you up to the podium. For the record, please state your name, whether you are a resident within the corporate limits of Salisbury, and any organization affiliation you are representing.
 - e. Questions posed by the public during the public comment portion will be logged and tracked by the City Clerk. The City Clerk will forward the questions to the appropriate individual or body for a response.
3. Those in attendance shall be courteous to one another, the Council, and to the proceedings while the Council is in session. Side conversations within the Council Chambers should be kept to a minimum and should not be disruptive.
4. The public body may have an individual removed if it is determined that the behavior of the individual is disruptive. Engaging in verbal comments intended to insult or slander anyone may be cause for termination of speaking privileges and/or removal from Council Chambers.
5. Please approach the City Clerk if you have questions or materials for the Council.

Please silence your cellphone.



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

APRIL 1, 2024

Government Office Building, Council Chambers and Zoom Video Conferencing

PUBLIC COMMENTS WILL BE HEARD AFTER EACH OF THE FOLLOWING ITEMS:

- 4:30 p.m. Wicomico Mentoring Project presentation- James Hesen
- 4:45 p.m. Budget amendment to appropriate additional funds required for Field Operations- Sam Ireland, Deputy Director of Field Operations
- 4:50 p.m. Acceptance of Grant from Maryland Department of Health for Cancer Testing Supplies- Deputy Fire Chief Chris O’Barsky
- 4:55 p.m. Accepting EMS Supplemental Payment Program (ESPP) funds- Deputy Fire Chief Chris O’Barsky
- 5:00 p.m. Mitchell Landing Closing Documents discussion- Administration
- 5:15 p.m. Update on Carroll Street and Eastern Shore Drive- Administration
- 5:30 p.m. TIF Policy- Administration
- 5:40 p.m. Council / Mayoral Recognition- Certificates and Awards
- 5:45 p.m. Administration / Council Comments
- 5:55 p.m. Adjournment / Convene in Special Meeting

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting
<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>
Meeting ID: 881 6325 3286
Passcode: 812389
Phone: 1.301.715.8592

3/28/2024



To: Andy Kitzrow, City Administrator

From: Jake Pavolik; Assistant Director of Field Operations

Subject: Budget Amendment-Transfer of Surplus Proceeds

Date: March 21, 2024

The Department of Field Operations requests the transfer of funds amounting to \$40,113.57 from the recent online auction of equipment and vehicles. The specified accounts listed in the attached ordinance will receive these funds. The allocated funds will be utilized for the acquisition and maintenance of vehicles and equipment within each respective department.

Thank you for your consideration on this request.

Inventory ID	Description	Category	Seller Payment
Gar-3	Caterpillar Forklift	Forklifts	\$994.38
HCDD-6	2003 Jeep Liberty Sport 2WD	SUV	\$1,202.50
Parks Toro	Toro Groudsmaster 325-D	Mowing Equipment	\$741.85
PM-3	John Deere Tractor	Tractor - Farm	\$2,449.40
PM-7	14' Boat	Boats, Marine Vessels and Supplies	\$1,734.38
S-5	International Dump Truck with Plow and Salt Spreader	Trucks, Heavy Duty 1 ton and Over	\$9,250.00
S-11	Carson 8' Trailer	Trailers	\$467.13
S-35	2000 Dodge Ram Wagon 2500	Vans	\$3,237.50
San-3	1997 Ford F800	Vans	\$4,625.00
SkyJack Scissor Li	SkyJack Scissor Lift	Forklifts	\$2,358.75
SEW-12	John Deere 410D Loader	Loaders	\$9,897.50
T-11	Ingersoll-Rand Air Compressor	Compressors	\$1,975.80
W-14	Miller Big 40 Welder on Trailer	Welding Equipment	\$1,179.38
			\$40,113.57

30 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY,**
31 **MARYLAND,** as follows:

32 **Section 4.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
33 Ordinance shall be deemed independent of all other provisions herein.

34 **Section 5.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
35 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise
36 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,
37 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed
38 valid and enforceable.

39 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals
40 were specifically set forth at length in this Section 6.

41 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.

42
43 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
44 held on the _____ day of _____, 2024 and thereafter, a statement of the substance of the Ordinance having been
45 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____
46 day of _____, 2024.

47
48
49 **ATTEST:**

50
51
52 _____
53 **Kimberly R. Nichols, City Clerk**

_____ **D'Shawn M. Doughty, City Council President**

54
55
56
57 Approved by me, this _____ day of _____, 2024.

58
59
60
61 _____
62 **Randolph J. Taylor, Mayor**
63



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Rob Frampton, Fire Chief
Date: 3/15/2024
Subject: Ordinance Request

The Fire Department is requesting the approval of an ordinance to accept grant funds that were recently awarded from the Maryland Department of Health's Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Grant to the Salisbury Fire Department for \$22,009. These grant funds require no match and must be used by June 30, 2024 in the purchase of Cancer Testing Supplies for Professional and Volunteer Firefighters. As you are aware, the Department began testing its members for cancer in 2023 and intends to make this an annual part of our medical physical process. This grant will provide funds for the purchase of testing materials that will be used in 2024.

Increase State of Maryland Revenue Account No. 10500-424000-XXXXX by \$22,009
Increase Medical Expense Account No. 10500-513040-XXXXX by \$22,009

Thank you in advance for your time and consideration in this matter. If there are any additional questions, please feel free to contact me.

**ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT**

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this 15th day of April 2024, between the State of Maryland (the "State"), acting through the Maryland Department of Health (the "Department"), located at 201 West Preston Street, Baltimore, MD and the City of Salisbury on behalf of the Salisbury Fire Department (the "Grantee"), located at 125 N Division St. in Salisbury, Wicomico County, 21874, a Maryland Limited Liability Company / Corporation .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of Twenty-two Thousand Nine Dollars (\$ 22,009) (the "Grant"), which the Grantee shall use only for the following purposes: to procure and administer innovative cancer screening tests for county firefighters in accordance with Health-General Article §§ 13-4001-13-4007 and as part of the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program for the period of April 15, 2024 - June 30, 2024.

2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, 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.

6. The person executing this 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, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this 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 this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

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 all required tax returns and reports with the Comptroller of the Treasury, 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; and

D.) 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.

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.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

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

10. This Agreement shall bind the respective successors and assigns of the parties.

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

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement Appendix A, B, & D, Attachment A, B, C, D, E, F & G.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health
(Name of Corporation or Association)

By: _____

By: _____
SEAL

Name: _____
SEAL

Name: Courtney McFadden

Title: _____

Title: Deputy Director, PHPA

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

Sadie Peters
Medical Director, Center for Cancer Prevention and Control
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
410-371-3901
sadie.peters@maryland.gov

The Grantee's Grant Monitor is:

Christopher L. Truitt, B.S. NRP, CPSL
EMS Assistant Chief
Salisbury Fire Department
City of Salisbury
325 Cypress St.
Salisbury, MD 21801
410-548-3120, ext 107(office); 410-251-2000 (Cell)
ctruitt@salisbury.md

I. BACKGROUND INFORMATION OF AGREEMENT

Occupational exposure as a firefighter is carcinogenic. According to the National Institute for Occupational Safety and Health (NIOSH), firefighters have a [9% higher risk](#) of developing cancer and a 14% higher risk of dying from cancer compared to the general United States population. Screening tests that detect early signs of cancers, when the cancer may be easier to treat and cure, can decrease an individual's chance of dying from cancer. However, even with such known occupational exposures, firefighters may have difficulty receiving early cancer screenings because standard cancer screening guidance provides no specific indications for early screening based on this occupation.

As required by Health-General Article §§ 13-4001-13-4007, through the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Program, the Center for Cancer Prevention and Control is funding local fire departments and volunteer fire departments to obtain innovative cancer screening tests that may be unavailable during routine physical examinations or that may not be covered by insurance.

II. DUTIES OF THE GRANTEE

The goal of the Program is to reduce cancer mortality among professional and volunteer firefighters while advancing the adoption of novel technologies that may also benefit the health of Marylanders and the economy of the State. The funds are to be used to cover procurement and administrative costs associated with innovative testing not offered during routine physical or not covered by insurance. Definitive cancer diagnostic testing and treatment are outside the scope of this project.

SCOPE OF WORK:

Fire departments awarded a grant through this program are expected to:

A. Firefighter Recruitment and Procurement of the Screening Tests

1. Recruit firefighters to be screened with the innovative cancer screening tests.
 - a. Select firefighters at the highest cancer risk based on scientific and medical research reports

B. Test Procurement

1. Procure the innovative cancer screening tests solely for use by the firefighters identified

C. Cancer Screening Operations and Records Retention Requirements

1. Administer the innovative cancer screening tests with oversight by qualified health care providers.
 - a. Maintain an inventory of the innovative cancer screening tests purchased by the Applicant, verify administration of each test, and maintain a record of the innovative cancer screening tests administered by health care providers.
 - b. Retain all records pertaining to the grant for 3 years from the date the final report is submitted to MDH or longer in case of an audit or litigation until the completion of the audit or litigation.

- c. Participate in audits as required by MDH.

D. Follow up diagnostic testing and treatment

1. Implement a robust standardized process for follow up testing and diagnosis if screening tests are positive
 - a. Funds independent of those provided by this grant are to be used for follow testing and pursuit of diagnoses.

E. Reporting Requirements

1. Submit an interim report describing the progress of the grant along with any invoice submitted.
2. Submit a comprehensive final report describing the activities conducted under the grant for the entire grant period no later than 45 days after the date the grant period ends. The comprehensive final report shall also include:
 - a. The number of individuals screened through the grant
 - b. The type of screening test(s) used
 - c. The cost of the screening test(s)
 - d. The number of cancers detected by the screening test(s)
 - e. The types of cancers detected by the screening test(s)

The City of Salisbury for Salisbury Fire Department will screen 150 firefighters for cancer using the screening tests obtained with the grant funding provided for this project.

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APPENDIX B (revised budget)

Cost Estimate for:

**Maryland Professional and Volunteer Innovative Cancer Screening Technologies
Program—City of Salisbury on behalf of the Salisbury Fire Department**

PERIOD OF PERFORMANCE - April 15 - June 30, 2024

LINE ITEMS MAY NOT BE CHANGED	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	OTHER DIRECT FUNDING			PROGRAM BUDGET
			FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES	21,940					21,940
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE	69					69
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						
INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING	22,009					22,009

One Test Commercial: \$21750

Justification: This will cover the cost for 150 tests, enough to test each member of the SFD that voluntarily participates.

Shipping and Handling: \$69

Justification: This covers the costs associated with shipping the test kits to the SFD.

Butterfly Needles: \$165

Justification: Needles are required for the blood draw for each kit

BD Vacutainers: \$25

Justification: Vacutainers are required to transfer the blood from the butterfly needle into the sample tubes provided by the One Test kits

III. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the City of Salisbury on behalf of Salisbury Fire Department for this project, MDH's Center for Cancer Prevention and Control will:

- Provide necessary technical support and monitoring to City of Salisbury on behalf of Salisbury Fire Department to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing With The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

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SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	<u>2</u>
<u>Debarment Affirmation- Attachment B</u>	<u>2</u>
<u>Certification Regarding Tobacco Smoke- Attachment C</u>	<u>1</u>
<u>Certification Regarding Lobby- Attachment D</u>	<u>4</u>
<u>Additional Information required for Prevention and Health Promotion Administration Grants – Attachment E</u>	<u>2</u>
<u>Programmatic Terms and Conditions for Grantees - Appendix D</u>	<u>1</u>
<u>Project Narrative –Attachment F</u>	<u>4</u>
<u>Project Budget- Attachment G</u>	<u>10</u>

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CONDITIONS OF AWARD

Maryland Department of Health (MDH)

Period of Performance: April 15, 2024 - June 30, 2024

Important Dates:

May 15, 2024: First Progress Report; First Month Invoice due
June 15, 2024: Second Progress Report; Second Month Invoice due
June 15, 2024: All funds obligated
June 30, 2024: All funds must be spent
July 15, 2024: Final Progress Report; Third Month Invoice due
August 14, 2024: Final fiscal report due to MDH

The grantee, City of Salisbury on behalf of Salisbury Fire Department, shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee, City of Salisbury on behalf of Salisbury Fire Department, agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee will participate in conference calls and/or meetings as requested by the Department.
5. The grantee should inform the MDH as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.
6. The grantee, City of Salisbury on behalf of Salisbury Fire Department, will provide acknowledgement to the Maryland Department of Health when issuing or distributing statements, promotional materials or publications, press releases, requests for proposals/information/applications/etc., bid solicitations, or for meetings and/or conferences that are funded fully or in part with funds awarded through the Department. Please use the following phrase when referencing the Department's support: "This article/conference/ publication/etc. was supported in part/fully by the Maryland Department of Health."

Fiscal Requirements:

1. The grantee, shall **not** use Maryland Professional and Volunteer Firefighters Innovative Cancer Screening Technologies Program funds to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;

- d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
 3. Invoices must show actual expenditures and not planned expenditures.
 4. The grantee will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee shall participate fully in the MDH Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
 - a. Comprehensive site visits at the Department’s request within the project period;
 - b. Interviews of staff, review of fiscal and program records, monitoring, risk assessment, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub- recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

(City of Salisbury on behalf of Salisbury Fire Department)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. **AFFIRMATION REGARDING DEBARMENT**

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X

Signature of Authorized Certifying Official

4/2004

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

The Remainder of This Page is Left Blank

Continuation Sheet

Reporting Entity: _____ Page ____ of ____

Authorized for Local Reproduction Standard Form-LLL-A

ATTACHMENT E

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

_____ April 15, 2024 - June 30, 2024 _____

2. There (are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. These conditions are contained in Appendix D.

3. Within 30 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. Please use invoice Forms DHMH 437 (http://dhmh.maryland.gov/Pages/sf_gacct.aspx) and DHMH 438 (http://dhmh.maryland.gov/Pages/sf_gacct.aspx). All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

May 15, 2024 First Month Invoice due _____

_____ June 15, 2024 Second Month Invoice due _____

_____ July 15, 2024: Third Month Invoice due _____

_____ August 14, 2024 Final fiscal report due to MDH
See Form 440 http://dhmh.maryland.gov/Pages/sf_gacct.aspx

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.

6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.

7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.

8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.

9. Federal Funding Acknowledgement (if applicable)

a. This grant (_____ does/ does not contain federal funds.

10. This grant (does/ does not contract with subproviders on a cost reimbursement basis.

PROGRAMMATIC TERMS AND CONDITIONS FOR GRANTEES

The following conditions are specific to the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program grants.

A. Ownership of Cancer Screening Tests.

A grantee:

- a. Shall ensure that a cancer screening test purchased under a Program grant is used for the sole purpose of the grant;
- b. Shall keep an inventory of cancer screening tests purchased; and
- c. May not transfer a cancer screening test to another entity without written permission from the Department.

B. Termination.

- a. The Department may terminate a grant:
 - i. If a grantee fails to comply with:
 - 1. The requirements of this chapter; or
 - 2. State, federal, and municipal laws applicable to the grant;
 - ii. If a grantee fails to carry out the purposes for which the grant was awarded;
 - iii. In compliance with a court order; or
 - iv. At the request of the grantee.
- b. The Department may not be held responsible for any expenses incurred by a grantee after cancellation of a grant.
- c. The grantee shall return all unexpended funds to the Department within 30 days of termination of a grant.

C. Liability.

- a. A grantee shall be solely responsible for its actions related to the:
 - i. Program application process; and
 - ii. Activities conducted under a grant.
- b. The Department may not be held liable for any claims, losses, liabilities, expenses, or damages arising from activities related to the:
 - i. Program application process; or
 - ii. Activities conducted under a grant.

In addition, grantees are subject to terms and conditions listed in the Department’s Human Services Agreement Manual (see: https://health.maryland.gov/Pages/sf_gacct.aspx).

Salisbury Fire Department

RFA- PHPA 2610 MARYLAND PROFESSIONAL AND VOLUNTEER FIREFIGHTER INNOVATIVE

CANCER SCREENING TECHNOLOGIES

A handwritten signature in black ink, appearing to read "C. Truitt", written over a horizontal line.

Christopher L. Truitt

Assistant Chief of EMS

FEIN: 526000806

eMMA: SUP1035714

Background

The Salisbury Fire Department will be the sole recipient of this grant.

The Salisbury Fire Department (SFD) is a combination department consisting of career and volunteer personnel who respond to a variety of calls in the greater Salisbury/Wicomico/Eastern Shore area. The SFD responds to over fourteen thousand (14,000) emergency medical services (EMS), fire suppression, hazardous materials, technical rescue, vehicle rescue, dive, and other calls for service annually. The SFD currently has a workforce of one-hundred and eight (108) career personnel and thirty (30) volunteer members. The membership varies in age from eighteen (18) years of age up to seventy (70) years of age. The membership is also comprised of men and women from various ethnic backgrounds.

Technical Approach

The Salisbury Fire Department will utilize the grant money to provide blood test cancer screening in addition to the current medical/physical provided to all members. This test will be provided at no charge to the member and the department will offer this test annually in the fall of each year.

This test will be offered to personnel in the following order of preference:

Operational personnel assigned to a shift, part time employees, and active volunteers; fire investigators in fire marshal's office; administrative personnel who regularly participate in operational activities; retirees and life members of the volunteers. This tiered approach should ensure that personnel with the highest risk of exposure are tested regularly to develop a

baseline status and then a regular measurement to compare changes in results on a regular basis.

The SFD will utilize the [OneTest](#) that utilizes biomarkers and machine learning algorithms to detect multiple cancers prior to the onset of symptoms to enable earlier, and therefore more effective, treatment can be carried out. This blood test tracks a variety of biomarkers and has a documented sensitivity for each in the table below:

Table 1*. Sensitivities of the individual tumor markers for each malignancy.

Type of Malignancy	PSA	AFP	CEA	CA19-9	CYFRA 21-1	CA 125	SCC	CA15-3	Panel
Prostate Cancer	100	0	0	4.8	5.9	-	5.6	-	100
Hepatocellular carcinoma	13.3	63.3	5.6	31.6	10	0	0	0	92.3
Pancreatic cancer	0	0	55.6	62.5	33.3	66.7	0	0	88.9
Colorectal cancer	7.1	5.9	53.8	25	38.9	22.2	5.9	12.5	76.9
Lung cancer	9.1	5.7	72.2	12.9	40.9	20.0	8.7	20.0	75.0
Bladder cancer	25	0	33.3	69.2	57.1	50.0	60.0	0	64.3
Cervical cancer	-	7.1	20.8	5	11.1	30.4	20.8	0	44.4
Gastric cancer	0	6.3	25	6.7	41.7	0	9.1	0	38.9
Breast cancer	-	5.4	8.1	9.7	11.1	20.5	3.1	5.4	37.5
Ovarian cancer	-	0	0	50	0	0	0	0	33.3
Oral cancer ^a	0	0	0	0	0	0	0	0	0

Data are given as percentages unless otherwise indicated.

Abbreviations: PSA, prostate specific antigen; AFP, alpha-fetoprotein; CEA, carcinoembryonic antigen; CA, cancer antigen; CYFRA, cytokeratin fragment; SCC, squamous cell-specific antigen

^a Oral cancer included malignancies arising in the tongue, oral cavity and oropharynx

The cost of the test, per individual, is listed in the accompanying budget narrative.

The test does work in conjunction with 20/20 GeneSystems, Inc located in Rockville, Md

Academic supporting papers:

Machine Learning Algorithms Significantly Improve the Accuracy of Multi Tumor Biomarker Panel for the Early Detection of Multiple Cancers; *Victoria Doseeva, PhD , Hsin-Yao Wang, MD, Chun-Hsien Chen, Richard Scherer, David Schodin, PhD, and Jiming Zhou, PhD 20/20 GeneSystems, Inc., Rockville, MD, and Chang Gung Memorial Hospital at Linkou, Taoyuan City, Taiwan*

Improving Multi-Tumor Biomarker Health Check-up Tests with Machine Learning Algorithms; *Hsin-Yao Wang, Chun-Hsien Chen, Steve Shi, Chia-Ru Chung, Ying-Hao Wen, Min-Hsien Wu, Michael S. Lebowitz , Jiming Zhou , and Jang-Jih Lu*

Katherine Dennis, NP NPI#1053918847 is the signing clinician for the testing and her practice carries out the SFD member physicals annually. She has agreed to assist members in deciphering their test results. Additionally, Dr. Tammy Walbert, Dr. Aaron Sebach, and NP Jessica Stoner are all available for initial consultation through our mobile integrated healthcare team within the SFD.

Members can also utilize the online portal at OneTest or call Mr. Ben Herron at OneTest

For further testing and follow ups, personnel can utilize their Blue Cross/ Blue Shield insurance and possibly apply for a workers compensation claim through Chesapeake.

The Salisbury Fire Department has read and will meet all requirements set forth in the AMA statement.

Our goal is to test, at a minimum, 75% of active personnel annually utilizing the OneTest blood test for cancer screening in the fall of 2024. This test will be voluntary and information on the test will be sent to each member as well as included in the Departmental Cancer Reduction Plan. Members will have their blood drawn on site at Fire Headquarters by staff and shipped to the lab via Fed Ex on a daily basis. There will be at least six (6) dates set forth for testing, including one night and one weekend to ensure volunteers are able to attend. The percentage of personnel tested shall be evaluated in December by the Cancer Advisory Committee, specifically the chair Christopher Truitt. Personnel will be given information on follow up procedures as well as peer support contacts when they are given the test.

A signed W-9 is also uploaded with this letter.

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICES CONTRACT PROPOSAL

A. Vendor Information: City of Salisbury

Organization: Salisbury Fire Department

Address: 125 N Division St

City: Salisbury State: Maryland Zip Code: 21801

Contact Person: William R. Frampton Telephone: 410-548-3120

Mailing Address (if other than shown above): _____

Federal Employer I.D.: 52-6000806

Fiscal Year or Period for which Funds are Requested: April 15, 2024 -June 30, 2024

Type of Service To Be Funded: Cancer Testing for Fire Department Personnel

Performance Measures Detail Attached Yes No

Area/Jurisdiction To Be Serviced: Salisbury Fire/Wicomico

Does the Organization Do Fundraising: Yes No

Are any of the State supported costs being used to generate fundraising dollars No

Type of Proposal: New One-Time Only Renewal Supplement

B. Affirmations and Signature of Certifying Official: (Mark Appropriate Box(es))

- 5 If the local health officer has not signed below, a copy of this application was sent to that official simultaneously with this submission
- 5 A program narrative is attached for each service.

On behalf of the governing board or other executive authority of the above named organization, I affirm that the information and estimates conveyed in this application are true and accurate to the best of my knowledge.

Signature: _____

Date: _____

Name Printed or Typed: Randolph Taylor

Title: Mayor

C. Third Party Review:

Reviewing Official	Signature	Date	Reviewed	Approved	Disapproved	Attached
Local Health Officer						
Advisory Council						
Local Govt. Auth.						
Regional Director						
Other (Specify)						

D. For DHMH Use Only _____

PROGRAM BUDGET

PROGRAM ADMINISTRATION: Cancer and Chronic Disease Bureau-Prevention and Health Promotion Administration
GRANT NUMBER: _____ **DATE SUBMITTED:** _____
CONTRACT PERIOD: April 15, 2024 - June 30, 2024 SFY 24
ORGANIZATION: City of Salisbury on behalf of Salisbury Fire Department **PHONE #:** 410-548-3120
STREET ADDRESS: 125 N Division St.
CITY, STATE, COUNTY: Salisbury, MD **ZIP:** 21801
PROGRAM TITLE: Professional and Volunteer Firefighter Innovative Cancer Screening Technologies
CHARGEABLE SERVICES (Y/N) _____ **DHMH PROVIDES 50% OR MORE OF FUNDING (Y/N Y**
FOR DHMH USE ONLY _____

OTHER DIRECT FUNDING

LINE ITEMS MAY NOT BE CHANGED	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	PROGRAM BUDGET
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES	21,940					21,940
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE	69					69
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						

INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING		22,009				22,009

DHMH 432B (Rev. Feb. 1997)

**PROGRAM BUDGET
ESTIMATED PERFORMANCE MEASURES**

PROGRAM ADMINISTRATION: Cancer and Chronic Disease Bureau-Preventio AWARD NUMBER: _____
 FISCAL YEAR: SFY24 CONTRACT PERIOD: 4/5/2024 - 6/30/2024 SUBMITTED: _____
 ORGANIZATION City of Salisbury for Salisbury Fire Department PHONE NUMBER: 410-548-3120
 ADDRESS: 125 N Division St, Salisbury, MD ZIP: 21801
 PROGRAM TITLE: Professional and Volunteer Firefighter Innovative Screening Technologies

PERFORMANCE MEASURE	BUDGET YEAR FY 24 ESTIMATE
# of firefighters recruited for screening	150
# of firefighters screened through the grant	150
Total cost of screening for the project	\$22,009
# of firefighters with positive screening tests referred for follow up testing and diagnosis	3
Types of cancers detected among firefighters through the screening	Lung, Pacreas, Colon, Prostate, Ovarian, Kidney, and other (20+ types checked of canceres by 6 Biomarkers in the test)

ORGANIZATION: City of Salisbury for Salisbury Fire Department
AWARD NUMBER: _____ **FISCAL YEAR** _____
FOR DHMH USE ONLY: _____

SCHEDULE OF SALARY COSTS
MERIT SYSTEM _____

JOB TITLE OR CLASSIFICATION	NAME OF PERSON FILLING POSITION	GRADE AND STEP	HOURS PER WEEK	TYPE OF SERVICE	SALARY DHMH FUNDING	SALARY TOTAL PROGRAM BUDGET
TOTAL/MUST EQUAL 432B						

ORGANIZATION:

AWARD NUMBER:

FISCAL YEAR _____

FOR DHMH USE ONLY:

SCHEDULE OF CONSULTANT COSTS

NAME OF CONSULTANT	PROFESSIONAL AREA	HIGHEST DEGREE HELD	HOURLY RATE	TOTAL HOURS	TOTAL DHMH COSTS	TOTAL PROGRAM BUDGET
TOTAL (MUST EQUAL 432B)						

SCHEDULE OF EQUIPMENT COSTS

			DHMH FUNDING	TOTAL PROGRAM BUDGET
LIST OF MISCELLANEOUS EQUIPMENT COSTING UNDER \$500 EACH				
LIST BELOW EACH EQUIPMENT ITEM COSTING OVER \$500				
DESCRIPTION	CLIENT or OFFICE	NEW or REPLACEMENT		
TOTAL (MUST EQUAL 432B)				

PURCHASE OF SERVICE

SERVICE	VENDOR	PERFORMANCE MEASURES NUMBER UNITS PURCHASED (e.g., HRS, VISITS, ETC.)	DOLLARS	
			DHMH	TOTAL
TOTAL	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX		

****Total must equal 432B**

ANTICIPATED SOURCES OF FUNDING

SOURCES	AMOUNT
DHMH AWARD	22009
DHMH SUPPLEMENT	
LOCAL GOV'T	
OTHER AWARD - FED, STATE OR PRIVATE AGENCY (SPECIFY)	
FEES	
DHMH CLIENT FEE COLLECTIONS	
OTHER CLIENT FEE COLLECTIONS	
MEDICAID PAYMENTS	
MEDICARE PAYMENTS	
INSURANCE/PRIVATE	
SSI	
OTHER - IDENTIFY	
FUNDRAISING/DONATIONS	
UNITED CHARITIES	
INTEREST	
Total Funding (Must Equal Total Costs in Total Program Budget on Budget Face Sheet)	
IN-KIND CONTRIBUTIONS (IDENTIFY)	VALUE
TOTAL CASH PLUS IN-KIND	22009

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND
DEPARTMENT OF HEALTH FOR THE PURPOSE OF ACCEPTING GRANT
FUNDS IN THE AMOUNT OF \$22,009, AND TO APPROVE A BUDGET
AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS
FOR THE SALISBURY FIRE DEPARTMENT.**

WHEREAS, the Maryland Department of Health has a Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Grant Program (“Program”); and

WHEREAS, the purpose of the Program is to provide funding for the cancer screening and testing of Professional and Volunteer Firefighters; and

WHEREAS, the City of Salisbury submitted a grant application to the Maryland Department of Health for funding of cancer screenings of its members as part of the Program; and

WHEREAS, Maryland Department of Health has awarded the City grant funds in the amount of \$22,009; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the Maryland Department of Health to defining how these funds will be released and accepted; and

WHEREAS, all funds shall be used to provide cancer testing and screening to Salisbury Fire Department members; 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 Council of the City of Salisbury; 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 ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Department of Health, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$22,009.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury’s Grant Fund Budget be and hereby is amended as follows:

(a) Increase State of Maryland Revenue Account No. 10500-424000-XXXXX by \$22,009.

(b) Increase Medical Expense Account No. 10500-513040-XXXXX by \$22,009.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

45 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
46 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or
47 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the
48 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
49 remain and shall be deemed valid and enforceable.

50 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
51 recitals were specifically set forth at length in this Section 5.

52 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
53

54 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
55 Salisbury held on the _____ day of _____, 2024 and thereafter, a statement of the substance of the
56 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the
57 City of Salisbury on the _____ day of _____, 2024.

58
59 **ATTEST:**

60
61
62 _____
63 **Kimberly R. Nichols, City Clerk**

60
61
62 _____
63 **D'Shawn M. Doughty, City Council President**

64
65
66
67 Approved by me, this _____ day of _____, 2024.


68
69
70
71 _____
72 **Randolph J. Taylor, Mayor**

73
74



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Rob Frampton, Fire Chief 
Date: 3/18/2024
Subject: Budget Amendment

The Fire Department is requesting the approval of a budget amendment in the amount of \$113,732.25. The City recently received an unexpected disbursement from the EMS Supplemental Payment Program (ESPP) for underpayment from Medicaid, related to EMS services that were provided in 2022 (see attached letter). This unexpected revenue is the direct result of the work of our EMS Clinicians, EMS Assistant Chief, and billing company.

Due to an increase in sick leave, staffing shortages from retirements/resignations, call volume, and FMLA leave the department's Salaries-Overtime account is currently operating at a shortage. The department is requesting that this \$113,732.25 be transferred from the EMS Medicaid Revenue Account to the department's Salaries-Overtime account.

Increase Account 01000-433219 – EMS Medicaid Revenue Account - \$113,732.25
Increase Account 24035-501021 – Salaries/Overtime Account - \$113,732.25

Thank you in advance for your time and consideration in this matter. If there are any additional questions, please feel free to contact me.



DEPARTMENT OF HEALTH

Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

3/8/24

Dear Chief Truitt,

Thank you for your agency's participation in the EMS Supplemental Payment Program (ESPP).

In March 2020, as part of the Families First Coronavirus Response Act, Congress provided increased Medicaid funding to states during the Public Health Emergency. Upon review, the Maryland Department of Health (MDH) has determined that the ESPP payments for services performed during state fiscal year 2022 were eligible for an additional federal match of 6.2%.

This means, instead of being reimbursed at the standard federal share of 50%, JEMSOPs should have been reimbursed for 56.2% of their certified public expenditures for 2021 and 2022. For example, if a JEMSOP demonstrated \$100,000 in eligible costs in their certified audit, then they would have been reimbursed \$50,000. Based on our analysis, they should have been paid \$56,200.

Please note, this additional federal match is being reduced in a stepwise fashion during calendar year 2023, and will be incorporated into this program year's cost settlement process.

Therefore, MDH will be paying the City of Salisbury \$113,732.25 for SFY2022's services. These amounts will be transferred to your agency in the next 30 business days via the MDH's FMIS system. No further action is required on your part.

Vendor Name: City of Salisbury

Vendor Address: 125 N. Division Street, Salisbury, MD 21842

Vendor ID: 1526000806

Please let us know if you have any questions,

Sharon Neely
Division Chief, Innovation, Research and Development
Maryland Medicaid

54
55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
56 Salisbury held on the **XX**th day of **April**, 2024 and thereafter, a statement of the substance of the Ordinance
57 having been published as required by law, in the meantime, was finally passed by the Council of the City
58 of Salisbury on the **XX** day of **April**, 2024.

59
60 **ATTEST:**

61
62
63 _____
64 **Kimberly R. Nichols, City Clerk**

_____ **D'Shawn M. Doughty, City Council President**

65
66
67 Approved by me, this _____ day of _____, 2024.

68
69
70 _____
71 **Randolph J. Taylor, Mayor**



City of
Salisbury

TO: City Council
FROM: Kim Nichols, City Clerk
SUBJECT: Letter from John P. Custis, Esq. re: LDA between City of Salisbury and Rivermitch, LLC for the purchase of real property located at 135 Mitchell Road, Salisbury, MD (Mitchell Landing)
DATE: March 27, 2024

The letter from John P. Custis, Esq. is attached for your discussion.

Attachment

Office of the Clerk
115 S. Division St., Salisbury, MD 21801
410.548.3100
www.salisbury.md

John P. Custis, LLC

ATTORNEY AT LAW

ONLEY TOWN CENTER
25020 Shore Parkway, Suite #2A
ONLEY, VIRGINIA 23418

OFFICES AT 1408 S. SALIS BLVD
1408 S. Salisbury Blvd.
Salisbury, Maryland 21801

E-Mail: john@custislawoffice.com

March 25, 2024

City Council,
City of Salisbury, MD
115 S. Division Street
Salisbury, Maryland 21801

Hon. Randy Taylor
Mayor
115 S. Division Street
Salisbury, Maryland 21801

Mr. Andy Kitzrow
City Administrator
115 S. Division Street
Salisbury, Maryland 21801

RE: That Certain Land Disposition Agreement Dated 12/29/21 by and between the City of Salisbury, as Seller, and Rivermitch, LLC, as Developer/Purchaser (the “LDA”) for the purchase and sale of that certain real property located at 135 Mitchell Road, Salisbury, Maryland, also known as Mitchell Landing (the “Property”)

To The Honorable Members of City Council, The Honorable Mayor, and Mr. Kitzrow:

Please be advised that I represent Rivermitch, LLC (my “*Client*”) with respect to the above-referenced LDA. I write today to seek a clear understanding from the City regarding its intention with respect to honoring the terms of the LDA as agreed upon by the parties thereto and remains in effect today.

My Client is fully committed to acquiring the Property as contemplated and in accordance with the terms of the LDA and to making the project a success for years to come for the City and its residents. In furtherance of this intent, to date, my Client has incurred in excess of Seven Hundred Fifty Thousand and 00/00 Dollars (\$750,000.00) in predevelopment costs to facilitate the acquisition and the rehabilitation of the Property utilizing low-income housing tax credits and tax-exempt bonds.

Furthermore, my Client has been working diligently for over two years to overcome multiple macroeconomic setbacks that could not have been foreseen at the time of the RFP by the City, including, but not limited to, the historic increase of bond interest rates over the past two years, the oversubscription and reduction of available state appropriated loan resources for these types of projects, and the increase in construction costs by over twenty percent (20%) due to inflationary pressures in the economy. As of the writing of this letter and despite these obstacles, all completed financing applications for the project have been submitted to and are in processing with the appropriate financing agencies, including HUD and Maryland CDA.

Despite my Client’s continued efforts and substantial expenditures in reliance on the LDA, recent actions by the City have called into question the City’s commitment to honoring its obligations under the LDA, which is disturbing to my Client to say the least. First, on January 22nd of this year, in a meeting with Mayor Taylor, Mr. Kitzrow, Mr. Don Bibb, and members of my Client’s development team, Mayor Taylor, in no uncertain terms, expressed to my Client that he did not intend to allow the City to proceed with the terms of the LDA as written without any clear legal argument as to why he intended to do so. This expression alone gives great concern to my Client about an inevitable City default that could throw the transaction into jeopardy and cause irreparable harm to my Client’s business.

Second, on March 4th of this month, Council conducted a closed work session with the Mayor in which the LDA was a topic. The next day, Mr. Kitzrow called Mr. David Layfield, a principal of my Client, and stated that the Mayor informed Council at that work session that the Mayor intended to renegotiate the LDA with my Client with a hope of increasing the purchase price for the Property by at least Three Hundred Fifty Thousand and 00/00 Dollars (\$350,000.00). To date, no communication regarding such a renegotiation has been conveyed to my Client outside of this referenced phone conversation.


Finally, on March 15th of this month, Mr. Tom Ayd, another principal in my Client, sent draft closing documents by email to the City and its counsel for feedback with the intention of starting discussions about closing the transaction as contemplated in the LDA. A copy of his email is attached to this letter for your ready reference. There has been absolutely no feedback or communication from the City regarding these documents or the effort to commence the closing process. Furthermore, my Client reached out to legal counsel for the City on March 20th, at which time it was communicated that this matter is not under the authority of the legal department. Such a response is further evidence that there is no effort and no intention by the City to proceed with the current terms of the LDA by the City.

As you can see, it is quite reasonable for my Client to question the commitment of the City to abide by the terms of the LDA given these recent events. Any one of the actions above may give my Client grounds to seek a judicial remedy for anticipatory breach of contract, but cumulatively, it leaves no doubt of a very clear indication that the current administration believes it does not need to abide by the terms of a validly existing contract. This validly existing contract is one that my Client has relied upon to expend a significant amount of both time and resources to address the affordable housing crisis that our City and other adjoining localities so desperately face. For the Mayor to expressly disavow its legality and enforceability in such a manner is disappointing and a failure for what is in the best interest of the City.

Again, my Client is unequivocally committed to carrying out its obligations under the terms of the LDA pending final approval by Maryland CDA of the aforementioned closing documents as a condition of the assumption of the existing debt. My Client has communicated clearly and effectively with the City of its desire to commence the closing procedure, but as stated herein, the recent actions of the Mayor and the City unfortunately have given it great concern with respect to the City's commitment to move forward. **By this letter and on behalf of my Client, I do hereby request a written confirmation of the City's willingness to move forward under the terms of the LDA as written no later than by close of business April 3, 2024.** Absent a written response or clear indication of the City's willingness to honor the LDA, my Client will be left with no other option than to seek a judicial determination of the validity of the Mayor's position that the City is not obligated to carry out the transaction as contemplated by the LDA.

It is our sincere hope that we hear from the City so that we may focus on successfully closing the transaction. It is an exciting project and one that will be extremely beneficial not only to the City, but to our community and its citizens. I thank you in advance for your prompt attention to this matter, and we look forward to hearing from you shortly.

Sincerely,



John P. Custis, Esq.

Cc: Ashley A. Bosche, Esq.
Cockey, Brennan & Maloney, P.C.

313 Lemmon Hill Lane
Salisbury, Maryland 21801

Mitchell Landing - Closing & Conveyance Documents

Tom Ayd <tom@greenstreethousing.com>

Fri 3/15/2024 6:25 AM

To: Andy Kitzrow <akitrow@salisbury.md>; Ashley Bosche <bosche@cbmlawfirm.com>
Cc: rtaylor@salisbury.md <rtaylor@salisbury.md>; allcitycouncilmembers@salisbury.md <allcitycouncilmembers@salisbury.md>;
Jennifer Miller <jennifermiller@salisbury.md>; John Custis <john@custislawoffice.com>; Smith, Mo (Mo) <mgsmith@vorys.com>;
Don <don001_hctc@verizon.net>; Dave Layfield <dave@greenstreethousing.com>; Joe Buckley <joe@greenstreethousing.com>

📎 6 attachments (502 KB)

Mitchell Landing Payoff Quote.pdf; Mitchell Landing - Bill of Sale D1 (Redline).docx; Mitchell Landing - Assignment and Assumption of Leases D1 (Redline).docx; Mitchell Landing - Assignment and Assumption of Leases D1 (Clean).docx; Mitchell Landing - Bill of Sale D1 (Clean).docx; Mitchell Landing - Special Warranty Deed D1 (Clean).docx;

Andy and Ashley,

Maryland CDA has moved the Rivermitch through processing whereby we expect to go to Housing Finance Review Committee and begin the closing process eminently for the tax-exempt bond issuance and financial closing for the Rivermitch transaction. Our submissions to HUD are in process for the conversion of Riverside Homes and all processing related to Mitchell Landing is handled by CDA during the closing process. The agency timelines will give us the opportunity to close as early as May.

In anticipation of the conveyance of Mitchell Landing from the City to the Wicomico County Housing Authority, we would like to get the conveyance documents in final draft form so that HUD and CDA can review and comment on them as soon as possible.

Attached to this email you will find the deed, bill of sale and assignment of leases, which have been prepared in accordance with the LDA. The City will need to furnish the documents and details for the associated schedules for each document.

As confirmation of the conveyance amount, I have attached a payoff quote from AmeriNat confirming the unpaid principal amount of the PRHP loan of \$1,381,907.00 and unpaid accrued interest of \$2,128,580.99.

In addition to the clean documents, for your convenience, I have included redlines for the bill of sale and assignment against the exhibits in the LDA.

I have copied John Custis, who is counsel on local matters, and Mo Smith, who is transaction counsel and liaison with the title agent.

Please confirm receipt of this email. I would like to have the City's comments or concurrence within the next ten days.

Thanks.

Tom Ayd

Green Street Housing, LLC
212 E. Main St., Ste 200
Salisbury, MD 21801



City of Salisbury

TO: City Council
FROM: Kim Nichols, City Clerk
SUBJECT: Letter from TidalHealth President/CEO Steven E. Leonard, Ph.D, MBA, FACHE
DATE: March 27, 2024

The attached letter from Steven E. Leonard, President of TidalHealth states concerns over the Wicomico County Circuit Court decision regarding special exceptions and density as it pertains to the design and development of property the hospital owns on E. Carroll Street.

In the letter, Mr. Leonard also expressed support for the hotel and conference center building on Lot 10, as the hospital would be one of the biggest users. The Circuit Court ruling could impact the hotel.

Attachments



Executive

100 E. Carroll St.
Salisbury, MD 21801

March 11, 2024

☎ 410-543-7111
☎ 410-543-7102

Mayor Randy Taylor and
Members of the Salisbury City Council
115 South Division Street
Salisbury, Maryland 21801

Dear Mayor Taylor and Members of the Salisbury City Council,

We write today to express our concern over the recent Wicomico Circuit Court decision regarding special exceptions and density, handed down on Monday, March 4th.

As you are aware, TidalHealth owns the former Daily Times property on E. Carroll St. A few years ago, after an extensive RFP and review process, TidalHealth chose a developer out of the Wilmington area to build apartments on that site. These apartments, and those slated for development downtown, are critical for TidalHealth. As you know, we have begun an extensive Graduate Medical Education (GME) program. Within the next few years, our GME program will expand, to include many residency and fellowship programs. Our GME program will have upwards of 200 new physicians continuing their education right here on our campus – and in our community. The decision regarding special exceptions and density could have far-ranging implications

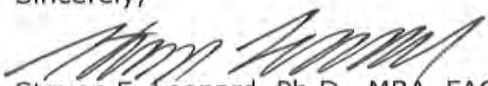
Making sure that adequate, modern housing options are located near the TidalHealth campus for these GME students is critical to the success of the program. Studies have shown that more than 50% of doctors stay in the community where they receive their training. Our GME program is designed to fill a void of physicians in our area, something that is essential in a rural-based hospital like TidalHealth. We are positioned to be the third-largest single-site GME program in Maryland.

In addition to the development of the former Daily Times property, we believe that the planned new and modern conference-style hotel that is scheduled to be built downtown is also critical. Previous Maryland Governor Larry Hogan and current Maryland Governor Wes Moore have both committed state funding specific to this project. They see why our community so desperately needs this kind of hotel in our downtown. TidalHealth will be one of the biggest users of this hotel and conference center. This ruling by the Circuit Court judge on Monday could impact this hotel also.

We urge the Mayor and City Council to strongly consider an appeal of the court ruling. This ruling could have adverse effects not only for TidalHealth, but for our community. The housing shortages are well documented. Limiting density, as this ruling has done, puts a real damper on our community's ability to construct more residential housing.

Thank you for your consideration of this matter. We would be glad to discuss this with you further at your convenience.

Sincerely,


Steven E. Leonard, Ph.D., MBA, FACHE
President/CEO

tidalhealth.org

**ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT**

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this 5th day of April 2024, between the State of Maryland (the "State"), acting through the Maryland Department of Health (the "Department"), located at 201 West Preston Street, Baltimore, MD and the City of Salisbury on behalf of the Salisbury Fire Department (the "Grantee"), located at 125 N Division St. in Salisbury, Wicomico County, 21874, a Maryland Limited Liability Company / Corporation .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of Twenty-two Thousand Nine Dollars (\$ 22,009) (the "Grant"), which the Grantee shall use only for the following purposes: to procure and administer innovative cancer screening tests for county firefighters in accordance with Health-General Article §§ 13-4001-13-4007 and as part of the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program for the period of April 15, 2024 - June 30, 2024.

2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, 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.

6. The person executing this 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, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this 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 this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

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 all required tax returns and reports with the Comptroller of the Treasury, 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; and

D.) 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.

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.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

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

10. This Agreement shall bind the respective successors and assigns of the parties.

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

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement Appendix A, B, & D, Attachment A, B, C, D, & E.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health
(Name of Corporation or Association)

By: _____

By: _____
SEAL

Name: _____
SEAL

Name: Courtney McFadden

Title: _____

Title: Deputy Director, PHPA

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

Sadie Peters
Medical Director, Center for Cancer Prevention and Control
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
410-371-3901
sadie.peters@maryland.gov

The Grantee's Grant Monitor is:

Christopher L. Truitt, B.S. NRP, CPSL
EMS Assistant Chief
Salisbury Fire Department
City of Salisbury
325 Cypress St.
Salisbury, MD 21801
410-548-3120, ext 107(office); 410-251-2000 (Cell)
ctruitt@salisbury.md

I. BACKGROUND INFORMATION OF AGREEMENT

Occupational exposure as a firefighter is carcinogenic. According to the National Institute for Occupational Safety and Health (NIOSH), firefighters have a [9% higher risk](#) of developing cancer and a 14% higher risk of dying from cancer compared to the general United States population. Screening tests that detect early signs of cancers, when the cancer may be easier to treat and cure, can decrease an individual's chance of dying from cancer. However, even with such known occupational exposures, firefighters may have difficulty receiving early cancer screenings because standard cancer screening guidance provides no specific indications for early screening based on this occupation.

As required by Health-General Article §§ 13-4001-13-4007, through the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Program, the Center for Cancer Prevention and Control is funding local fire departments and volunteer fire departments to obtain innovative cancer screening tests that may be unavailable during routine physical examinations or that may not be covered by insurance.

II. DUTIES OF THE GRANTEE

The goal of the Program is to reduce cancer mortality among professional and volunteer firefighters while advancing the adoption of novel technologies that may also benefit the health of Marylanders and the economy of the State. The funds are to be used to cover procurement and administrative costs associated with innovative testing not offered during routine physical or not covered by insurance. Definitive cancer diagnostic testing and treatment are outside the scope of this project.

SCOPE OF WORK:

Fire departments awarded a grant through this program are expected to:

A. Firefighter Recruitment and Procurement of the Screening Tests

1. Recruit firefighters to be screened with the innovative cancer screening tests.
 - a. Select firefighters at the highest cancer risk based on scientific and medical research reports

B. Test Procurement

1. Procure the innovative cancer screening tests solely for use by the firefighters identified

C. Cancer Screening Operations and Records Retention Requirements

1. Administer the innovative cancer screening tests with oversight by qualified health care providers.
 - a. Maintain an inventory of the innovative cancer screening tests purchased by the Applicant, verify administration of each test, and maintain a record of the innovative cancer screening tests administered by health care providers.
 - b. Retain all records pertaining to the grant for 3 years from the date the final report is submitted to MDH or longer in case of an audit or litigation until the completion of the audit or litigation.

- c. Participate in audits as required by MDH.

D. Follow up diagnostic testing and treatment

1. Implement a robust standardized process for follow up testing and diagnosis if screening tests are positive
 - a. Funds independent of those provided by this grant are to be used for follow testing and pursuit of diagnoses.

E. Reporting Requirements

1. Submit an interim report describing the progress of the grant along with any invoice submitted.
2. Submit a comprehensive final report describing the activities conducted under the grant for the entire grant period no later than 45 days after the date the grant period ends. The comprehensive final report shall also include:
 - a. The number of individuals screened through the grant
 - b. The type of screening test(s) used
 - c. The cost of the screening test(s)
 - d. The number of cancers detected by the screening test(s)
 - e. The types of cancers detected by the screening test(s)

The City of Salisbury for Salisbury Fire Department will screen 150 firefighters for cancer using the screening tests obtained with the grant funding provided for this project.

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APPENDIX B (insert revised budget)

Cost Estimate for:

**Maryland Professional and Volunteer Innovative Cancer Screening Technologies
Program—City of Salisbury on behalf of the Salisbury Fire Department**

PERIOD OF PERFORMANCE - April 15 - June 30, 2024

LINE ITEMS MAY NOT BE CHANGED	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	OTHER DIRECT FUNDING			PROGRAM BUDGET
			FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES	21,940					21,940
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE	69					69
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						
INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING	22,009					22,009

One Test Commercial: \$21750

Justification: This will cover the cost for 150 tests, enough to test each member of the SFD that voluntarily participates.

Shipping and Handling: \$69

Justification: This covers the costs associated with shipping the test kits to the SFD.

Butterfly Needles: \$165

Justification: Needles are required for the blood draw for each kit

BD Vacutainers: \$25

Justification: Vacutainers are required to transfer the blood from the butterfly needle into the sample tubes provided by the One Test kits

III. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the City of Salisbury on behalf of Salisbury Fire Department for this project, MDH's Center for Cancer Prevention and Control will:

- Provide necessary technical support and monitoring to City of Salisbury on behalf of Salisbury Fire Department to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing With The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

The Remainder of This Page is Left Blank

SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	<u>2</u>
<u>Debarment Affirmation- Attachment B</u>	<u>2</u>
<u>Certification Regarding Tobacco Smoke- Attachment C</u>	<u>1</u>
<u>Certification Regarding Lobby- Attachment D</u>	<u>4</u>
<u>Additional Information required for Prevention and Health Promotion Administration Grants - Attachment E</u>	<u>2</u>
<u>Programmatic Terms and Conditions for Grantees - Appendix D</u>	<u>1</u>

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CONDITIONS OF AWARD

Maryland Department of Health (MDH)

Period of Performance: April 15, 2024 - June 30, 2024

Important Dates:

May 15, 2024: First Progress Report; First Month Invoice due
June 15, 2024: Second Progress Report; Second Month Invoice due
June 15, 2024: All funds obligated
June 30, 2024: All funds must be spent
July 15, 2024: Final Progress Report; Third Month Invoice due
August 14, 2024: Final fiscal report due to MDH

The grantee, City of Salisbury on behalf of Salisbury Fire Department, shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee, City of Salisbury on behalf of Salisbury Fire Department, agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee will participate in conference calls and/or meetings as requested by the Department.
5. The grantee should inform the MDH as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.
6. The grantee, City of Salisbury on behalf of Salisbury Fire Department, will provide acknowledgement to the Maryland Department of Health when issuing or distributing statements, promotional materials or publications, press releases, requests for proposals/information/applications/etc., bid solicitations, or for meetings and/or conferences that are funded fully or in part with funds awarded through the Department. Please use the following phrase when referencing the Department's support: "This article/conference/ publication/etc. was supported in part/fully by the Maryland Department of Health."

Fiscal Requirements:

1. The grantee, shall **not** use Maryland Professional and Volunteer Firefighters Innovative Cancer Screening Technologies Program funds to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;

- d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
 3. Invoices must show actual expenditures and not planned expenditures.
 4. The grantee will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee shall participate fully in the MDH Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
 - a. Comprehensive site visits at the Department's request within the project period;
 - b. Interviews of staff, review of fiscal and program records, monitoring, risk assessment, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub-recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

(City of Salisbury on behalf of Salisbury Fire Department)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. **AFFIRMATION REGARDING DEBARMENT**

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X

Signature of Authorized Certifying Official

4/2004

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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Continuation Sheet

Reporting Entity: _____ Page ____ of ____

Authorized for Local Reproduction Standard Form-LLL-A

ATTACHMENT E

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

_____ April 15, 2024 - June 30, 2024 _____

2. There (are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. These conditions are contained in Appendix D.
3. Within 30 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.
4. Interim fiscal reporting requirements for this grant are listed below. Please use invoice Forms DHMH 437 (http://dhmh.maryland.gov/Pages/sf_gacct.aspx) and DHMH 438 (http://dhmh.maryland.gov/Pages/sf_gacct.aspx). All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

May 15, 2024 First Month Invoice due _____

_____ June 15, 2024 Second Month Invoice due _____

_____ July 15, 2024: Third Month Invoice due _____

_____ August 14, 2024 Final fiscal report due to MDH
See Form 440 http://dhmh.maryland.gov/Pages/sf_gacct.aspx

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.
6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.
7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.
8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.
9. Federal Funding Acknowledgement (if applicable)
- a. This grant (_____ does/ does not contain federal funds.
10. This grant (does/ does not contract with subproviders on a cost reimbursement basis.

PROGRAMMATIC TERMS AND CONDITIONS FOR GRANTEES

The following conditions are specific to the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program grants.

A. Ownership of Cancer Screening Tests.

A grantee:

- a. Shall ensure that a cancer screening test purchased under a Program grant is used for the sole purpose of the grant;
- b. Shall keep an inventory of cancer screening tests purchased; and
- c. May not transfer a cancer screening test to another entity without written permission from the Department.

B. Termination.

- a. The Department may terminate a grant:
 - i. If a grantee fails to comply with:
 - 1. The requirements of this chapter; or
 - 2. State, federal, and municipal laws applicable to the grant;
 - ii. If a grantee fails to carry out the purposes for which the grant was awarded;
 - iii. In compliance with a court order; or
 - iv. At the request of the grantee.
- b. The Department may not be held responsible for any expenses incurred by a grantee after cancellation of a grant.
- c. The grantee shall return all unexpended funds to the Department within 30 days of termination of a grant.

C. Liability.

- a. A grantee shall be solely responsible for its actions related to the:
 - i. Program application process; and
 - ii. Activities conducted under a grant.
- b. The Department may not be held liable for any claims, losses, liabilities, expenses, or damages arising from activities related to the:
 - i. Program application process; or
 - ii. Activities conducted under a grant.

In addition, grantees are subject to terms and conditions listed in the Department's Human Services Agreement Manual (see: https://health.maryland.gov/Pages/sf_gacct.aspx).