

October 11, 2022

A meeting of the County Commissioners of Kent County was called to order at 10:00 AM.

Present:

MEETING ANNOUNCEMENTS

Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive
Comments From The Public

ACTION ITEMS

1 - Regular Session Minutes, October 4, 2022

2 - Liquor Minutes, October 4, 2022

3 - Closed Session Minutes, October 4, 2022

4 - Bill Mackey, Director, Planning, Housing and Zoning

Maryland Community Development Block Grant COVID Round 1 Quarterly Progress
Report, Grant No. CV-1-7

County Attorney

Thomas N. Yeager, County Attorney
125 Sassafras Street, Millington

Departmental Appointments

Jana Carter, Tourism Manager, Economic and Tourism Development
FY2023 Destination Marketing Organization Grant

Lisa Mazingo, Director, Kent Family Center
Striving for Wellness Together, LLC. Annual Memorandum of Understanding Renewal

Lisa Mazingo, Director, Kent Family Center
Maryland Family Network Annual Contract Renewal

Human Resources Director

Detention Center
Promotion of Correctional Officer

COUNTY ADMINISTRATOR

Jen Cole, Executive Assistant, Department of Social Services
Social Services Advisory Board

Jen Cole, Executive Assistant, Department of Social Services
Social Services Advisory Board

LETTERS FOR SIGNATURE

Citizen Interest Forms
Ethics Commission and Police Accountability Board

Citizen Interest Form
Commission on Aging Board

PUBLIC COMMENT/MEDIA REVIEW

Procedures For Public Comment

FOR YOUR INFORMATION

Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of
Commerce

Re-allocation of Maryland State Ceiling Private Activity Bond

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

CONTINGENCY FUND

Contingency and Use of Fund Balance Report



**Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments
From The Public
10/11/2022
County Commissioners Meeting**



Thomas N. Yeager, County Attorney
10/11/2022
County Commissioners Meeting

Item Summary:

125 SassafRAS Street, Millington

ATTACHMENTS:

Description



Jana Carter, Tourism Manager, Economic and Tourism Development
10/11/2022
County Commissioners Meeting

Item Summary:

FY2023 Destination Marketing Organization Grant

ATTACHMENTS:

Description

[Grant Agreement](#)

[Exhibit A](#)

[Exhibit B](#)

**MARYLAND DEPARTMENT OF COMMERCE
MARYLAND TOURISM DEVELOPMENT BOARD**

**FY 2023 DESTINATION MARKETING ORGANIZATION
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made between the Department of Commerce (“Commerce” or the “Department”), a principal department of the State of Maryland (the “State”), acting through the Maryland Tourism Development Board (“MTDB”), an agency of the Department, and the County Commissioners of Kent County, Maryland, Department of Economic and Tourism Development (“Grantee”) whose Federal Identification Number is 52-6000974.

RECITALS

A. Grantee has requested grant assistance from MTDB in order to undertake activities consistent with Section 4-202 of the Economic Development Article of the Maryland Code, which establishes as MTDB’s mission: “To guide, stimulate, and promote the coordinated, efficient, and beneficial development of travel and tourism in the State so that the State can derive the economic, social, and cultural benefits of travel and tourism to the fullest extent possible.”

B. Consistent with Sections 4-212, 4-213 and 4-214 of the Economic Development Article of the Maryland Code, which require MTDB to: develop an annual marketing plan; encourage, assist, and coordinate the tourism activities of local and regional promotional organizations; and spend funds for the assistance and development of tourism and travel industries in the State, MTDB has developed a policy to financially support those political subdivisions that have presented viable marketing plans that are consistent with the State’s annual tourism marketing plan. Section 4-214 further provides that the MTDB “shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2011, provide grants of not less than \$2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State.”

C. MTDB has approved the award of funding assistance to Grantee, to be expended by Grantee in accordance with this Agreement and the MTDB FY 2023 Destination Marketing Organization Grant Guidelines, attached hereto and incorporated herein as Exhibit A.

THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MTDB and Grantee agree as follows:

1. Grant. MTDB agrees to provide Grantee with funds in an amount not to exceed Two Hundred Thirty-Two Thousand Eight Hundred Ninety-Six Dollars (\$232,896.00) (the “Grant” or “Grant Funds”), subject to the availability of funds for such purpose.

a) Grant Formula: MTDB has awarded the Grant allocated through a formula that addresses the annual MTDB \$2.5M appropriation and an FY23 appropriation of \$8M. The formula for the \$2.5 M appropriation utilizes a Base Grant of \$20,000, Grantee's Calendar Year (CY) 2021 Qualifying Expenditures, growth of those Qualifying Expenditures over CY 2019 and growth of FY 2021 comptroller-determined lodging tax revenues over an average of FY 2018, 2019 and 2021. The formula for the \$8M appropriation utilizes a Base Grant of \$100,000 and Grantee's Calendar Year (CY) 2021 Qualifying Expenditures.

b) Grant Term: The Agreement is in effect from July 1, 2022 to June 30, 2023.

c) Grantee shall participate in the annual Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's.

2. Purpose. Grantee may use the Grant only for the purposes and in the manner set forth in its FY 2023 Destination Marketing Organization Application Questionnaire, attached hereto and incorporated herein as Exhibit B. Grant funds are intended to supplement the Grantee's annual budget not replace year-over-year budget reductions incurred by the Grantee.

3. Guidelines. Execution of this Agreement by Grantee shall bind Grantee to all terms and conditions set forth in Exhibit A.

4. Disbursement.

a) Costs will be reimbursed at a rate of either 100% or 50% as described in Exhibit B. Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

b) Grantee must submit all reimbursement requests no later than July 28, 2023. Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds. If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied toward indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland. Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce.

5. Notices. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid and or emailed, as follows:

- a) Submit Grant Agreement with Exhibits A, B, W-9 Request for Taxpayer Identification Number and Certification (completed), C (when applicable) and all other applicable correspondence, including but not limited to, advertising creative approval requests, reimbursement requests, invoices, qualifying expenditure reports, and/or other required proof of performance via email to:

Mr. Peter Cento
peter.cento@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
410.767.6295

- b) Submit copies of all applicable correspondence as noted above to:

Ms. Marci Wolff Ross, Senior Assistant Director for Tourism Development
marci.ross@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
443.498.3842

- c) Communications to Grantee (required):

Ms. Jamie Williams, Director
Kent County Department of Economic and Tourism Development
400 High St, 3rd Floor
Chestertown, MD 21620
410-778-0416
jwilliams@kentgov.org

- d) Communications to Grantee (alternate):

Ms. Jana Carter, Tourism Manager
Kent County Department of Economic and Tourism Development
400 High St. 3rd Floor
Chestertown, MD 21620
410-810-2216
jcarter@kentgov.org

6. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

7. Maryland Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

8. Political Contributions.

a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

9. Entire Agreement; Counterparts; Signatures. This Agreement, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

10.. Termination Prior to Expiration of Term Period. The Department and/or the State reserves the right to terminate the Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met, (b) Grantee materially fails to perform its obligations under the Agreement or otherwise violates the terms of the Agreement and/or any exhibits attached thereto, or (c) it's in the best interest of the Department and/or the State to terminate. Unless such termination is due to Grantee's failure to perform its obligations or Grantee's violation of the Agreement, the Department shall disburse Grant Funds to cover the allowable expenses, as set forth in Exhibit B or elsewhere in this Agreement, incurred by Grantee prior to termination. In the event the termination is due to Grantee's failure to perform or Grantee's violation of the Agreement, the Department, at its sole discretion, may require Grantee to repay all or any portion of the disbursed Grant Funds. Nothing in this provision relieves the Grantee from liability for any damages caused by Grantee's failure to perform or Grantee's violation of this Agreement. Grantee shall indemnify and hold harmless the Department for any damages, claims, costs, or expenses, including reasonable attorney's fees and court costs, due to Grantee's failure to perform and/or violations of this Agreement.

WITNESS/ATTEST:

GRANTEE:

By: _____
(Signature)

By: _____
(Signature)

(Typed Name)

P. Thomas Mason
(Printed Name)

President
(Title)

**WITNESS:
DEVELOPMENT BOARD:**

MARYLAND TOURISM

(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

Date: _____

Approved for form and legal sufficiency by:

_____, Assistant Attorney General

Attachments: Exhibit A: FY 2023 DMO Grant Guidelines
Exhibit B: FY 2023 DMO Application Questionnaire
Exhibit C: Application Affidavit, if applicable

**Department of Commerce
Maryland Tourism Development Board
Maryland Office of Tourism Development**

**FISCAL YEAR 2023
DESTINATION MARKETING ORGANIZATION GRANT
GUIDELINES**

I. PURPOSE AND ELIGIBILITY

A. It is the purpose of these grant guidelines, provided in accordance with the policies adopted by the Maryland Tourism Development Board (“MTDB”) on September 20, 1995, as amended and in concurrence with actions taken during a meeting on October 7, 1997, to govern the award of grants to Maryland political subdivisions to supplement local funds for tourism marketing and development. This program is known as the Destination Marketing Organization Grant Program and is administered by the Office of Tourism Development (“OTD”) on behalf of MTDB, an agency of the Department of Commerce (“Commerce” or “the Department”).

By authority granted to MTDB under the Economic Development Article in the Annotated Code of Maryland, Section 4-213 (10) and (11), MTDB is to, “cooperate with other public units and private organizations to develop and promote the State’s tourism and travel industries” and “encourage, assist, and coordinate the tourism activities of local and regional promotional organizations.” Section 4-214 further provides that the MTDB “shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2012, provide grants of not less than \$2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State.”

B. Each Maryland County, Ocean City and the City of Baltimore is eligible for a Destination Marketing Organization (DMO) grant. No more than one DMO grant shall be awarded to the aforementioned jurisdictions. MTDB will make the grants directly to the DMO that is recognized by the chief elected official of the aforementioned jurisdictions.

C. Each DMO must participate in the Tourism Economic Impact Report for the State of Maryland and Maryland’s DMO’s. The annual cost for participation is eligible for reimbursement through this program as noted in Section VI.F.1. of these guidelines.

II. GRANT AMOUNT AND CONDITIONS FOR DISBURSEMENT

A. Grants are awarded based on the availability of grant funds in the MTDB’s approved budget

and are intended to supplement the Grantee's annual budget not replace it.

B. Grants are allocated through a formula that addresses the annual MTDB \$2.5M appropriation and an FY23 appropriation of \$8M. The formula for the \$2.5 M appropriation utilizes a Base Grant of \$20,000, Grantee's Calendar Year (CY) 2021 Qualifying Expenditures, growth of those Qualifying Expenditures over CY 2019 and growth of FY 2021 comptroller-determined lodging tax revenues over an average of FY 2018, 2019 and 2021. The formula for the \$8M appropriation utilizes a Base Grant of \$100,000 and Grantee's Calendar Year (CY) 2021 Qualifying Expenditures.

C. In-kind services are not eligible for reimbursement with State Grant Funds.

D. When it is deemed appropriate, MTDB may request interim reports or review of expenditures.

E. All State Grant Funds are subject to audit.

F. Grant Funds will be disbursed as reimbursements only for Direct and Indirect Costs which meet the criteria outlined in Section VI of these Guidelines and as follows:

1. Grantee must complete and submit Reimbursement Requests in the format stipulated by OTD.
2. Grantee must submit required proof of performance in the format stipulated by OTD in VI. A – G of these guidelines.
3. Approval Reimbursement Requests are subject to compliance with the terms and conditions of these guidelines, which shall be determined solely by OTD.
4. Reimbursements will not exceed the amount of the grant award.

G . Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant Funds.

H. Indirect costs are eligible for reimbursement as follows:

1. If Grantee is a nonprofit under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, the Grant Funds may be applied to indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland and Code of Federal Regulations Office of Management and Budget's Uniform Guidance in 2 C.F.R. 200. Grantee must provide federal verification of its negotiated indirect cost rate in advance of reimbursement.
2. If Grantee is not a nonprofit under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grantee may apply Grant Funds to indirect costs at a rate of 10% of costs that would be considered modified total direct costs under the US Office of Management and Budget (OMB) Uniform Guidance.
3. Grantee shall report any Grant Funds applied to indirect costs in the format stipulated by OTD.

III. GRANT TERMS

A. **These Guidelines are incorporated into the Grant Agreement as Exhibit A.** By signing the Agreement, Grantee agrees to the terms set forth in these Guidelines.

B. The grant term is July 1, 2022 – June 30, 2023. Grant funds shall be expended for costs incurred and/or invoiced during this time period. Unless sooner terminated for default (as described below) or by the mutual consent of Grantee and MTDB/OTD, the Agreement remains in effect until the final amounts properly due under the Grant have been disbursed, all reports and records due by Grantee have been received by MTDB/OTD, and there has been a final settlement and conclusion between MTDB/OTD and Grantee of all issues arising out of the Grant.

C. MTDB/OTD reserves the right to retain any Grant Funds remaining undisbursed after June 30, 2023.

IV. FY 2023 DMO MARKETING APPLICATION QUESTIONNAIRE

A. Grantee must complete and submit its FY 2023 Destination Marketing Organization (DMO) Marketing Questionnaire in the format provided by OTD. **The FY 2023 DMO Marketing Application Questionnaire is incorporated into the Grant Agreement as Exhibit B.**

B. Grant Funds are awarded:

1. with the objective of attracting overnight visitors to the state;
2. with the intention to supplementing Grantee's marketing budget not replacing it;
3. to support activities outlined in Exhibit B; and,
4. to enhance the State's marketing efforts in accordance with the Direct Costs included in these Guidelines.

V. APPLICATION AFFIDAVIT AND APPLICATION SUBMISSION INSTRUCTIONS

A. Grantee must complete and submit an Application Affidavit (when applicable) as provided by OTD. **The Application Affidavit is incorporated into the Grant Agreement as Exhibit C.**

B. Grantee must submit a complete Application which includes Grant Agreement with Exhibits A, B, W-9 Request for Taxpayer Identification Number and Certification (completed), C (when applicable) and all other applicable correspondence, including but not limited to, advertising creative approval requests, reimbursement requests, invoices, qualifying expenditure reports, via email to:

Mr. Peter Cento
EMAIL: peter.cento@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202

TEL: 410.767.6295

C. Submit copies of all applicable correspondence as noted above to:

Ms. Marci Wolff Ross, Senior Assistant Director for Tourism Development
EMAIL: marci.ross@maryland.gov
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 443.498.3842

D. Submit completed hard copy Reimbursement Requests, invoices, ad creative and other required proof of performance to Mr. Peter Cento at the address noted above.

VI. FY 2023 DIRECT & INDIRECT COSTS

The purposes of the grant program are to supplement DMO marketing costs, not to replace them and to increase domestic and international consumer and group demand, not fulfill inquiries. Grant Funds shall be used to increase the effect and impact of DMO marketing activities beyond the ability of local funds. Any expenditure not explicitly identified in these guidelines is ineligible for reimbursement. Grantees are encouraged to contact OTD via email in advance of their expenditure commitment to ensure that it qualifies under these guidelines. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

A. **Advertising Placement** - means the actual time, space and/or other format purchased to communicate a message that inspires in-bound and/or in-state travel.

1. Direct costs are limited to the purchase of the following media:

- a. Print
- b. Digital advertising includes online display, video placement, sponsored content, native ads, etc.
- c. Television time
- d. Radio Time
- e. Outdoor space such as billboard, transit mktg., etc.
- f. Social Media – Facebook, Instagram and Twitter only - all other social media outlets need prior approval by OTD before placement
- g. Paid Search Engine Marketing (SEM)

2. Requirements and Conditions:

- a. General Conditions - All advertising paid for wholly or in part with grant funds must meet all of the following general conditions:

- 1) Promote in-bound travel and only contain tourism businesses, experiences and/or messages;
- 2) Not include names of elected officials or organizations whose primary function is not in-bound tourism;
- 3) Contain a “call-to-action” to Grantee’s website, social media outlet and/or toll-free number; and,
- 4) Contain an OTD-approved logo unless it is:
 - a) Placed in an OTD-produced publication (defined as only those publications that are printed and paid for by OTD); or,
 - b) Part of OTD’s co-op print advertising placements in AAA World and Meredith Publications.

NOTE: All other digital and print co-ops arranged by OTD must include an OTD-approved logo, tagline and/or social media tag.

OTD-approved Logos:



b. 50% Reimbursement Requirements:

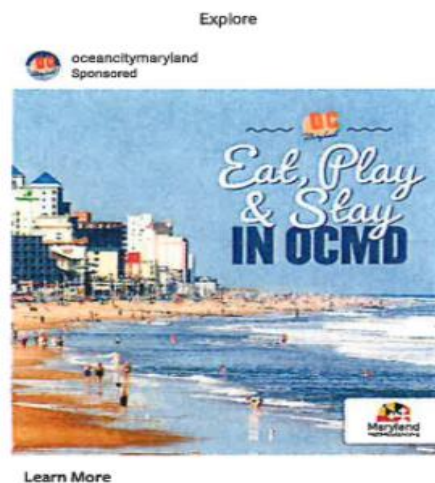
- 1) Print and Digital:
 - a) Ads must include one of the logos identified in A.2.a. of these guidelines with exception of sponsored content (see 1)d) below). Logos must be a minimum of 3/4” in width for all ads equal in size or larger than 2.5” wide by 4” tall.
 - b) Reimbursement Requests for **print costs** must include the following documentation - invoice, original print ad copy and publication cover if ad copy does not include date of issue.

NOTE: Digital versions of covers and ad copy are acceptable in lieu of printed versions.

- c) Reimbursement Requests for **digital online display costs** must include the following documentation - invoice, ad copy in actual size and verification of times/dates when advertising ran OR activity reports that verify placement.
- d) Reimbursement Requests for **digital sponsored content** must include the following documentation - invoice, content copy in actual size and verification of times/dates when copy ran OR activity reports that verify placement.
- e) Reimbursement Requests for **Google Ad costs** must include the following documentation - invoice, ad copy in actual size and verification of times/dates when copy ran OR activity reports that verify placement.
- f) **Sponsored content, Google Ads** must include the following tagline

“Maryland. Be Open.” DMO may add their county or destination name before Maryland such as “Visit Baltimore, Maryland. Open.”

- 2) TV and Video:
 - a) Ad copy must include one of the logos identified in A.2.a of these guidelines. Logos must appear for no less than three seconds and be clearly identifiable and readable.
 - b) Reimbursement Requests must include the following documentation - invoice, ad copy on a storage device and verification of times/dates when advertising/video ran OR activity reports that verify placement.
- 3) Radio:
 - a) Ad copy must include the following verbal tagline: “Maryland. Open.”
 - b) Reimbursement Requests must include the following documentation - invoice, verification of times/dates when advertising ran, and **written or recorded** ad copy.
- 4) Outdoor spaces:
 - a) Ad copy must include one of the logos identified in A.2.a of these guidelines. Logos must appear at a size that is applicable to the media and be clearly identifiable and readable.
 - b) Reimbursement Requests must include the following documentation - invoice, ad copy or image showing the ad and verification of the dates the ad ran.
- 5) Social Media – Facebook, Instagram and Twitter
 - a) Grantee must “friend” and/or “follow” OTD for ads to be eligible for reimbursement.
 - b) Facebook posts must include the OTD tag: **Be Open for it @TravelMD**
 - c) Facebook sponsored content must include the logo as noted below:



- d) Instagram and Twitter posts must include the OTD tag: **Be Open for it @VisitMaryland**

- e) Reimbursement Requests must include the following documentation - invoice, ad copy and campaign activity report with start and end dates (if applicable).
- c. **100% Reimbursement Requirements** - Grantee must do at least one of the following:
 - 1) Participate in OTD-developed Cooperative Advertising placements;
 - 2) Use OTD's advertising creative platform;
 - 3) Place ads in OTD, Capitol Region USA and Brand USA publications; and/or,
 - 4) Place advertising in high-value geographic markets which are more than 50 miles away from the destination as listed in Grantee's Exhibit B - Marketing Plan Form and/or are identified below:
 - NJ – Newark, Orange, Princeton and north
 - NY – New York City
 - OH - Cleveland
 - PA - Pittsburgh, Harrisburg, Philadelphia
 - NON-CRUSA INTERNATIONAL – Korea, Canada (Toronto, Montreal)
 - 5) Paid SEM must include a Headline that utilizes at least one of the following phrases:
 - "Maryland. Be open."
 - "Be Open, Visit Maryland"
 - "Be Open - Visit Maryland"
 - 6) Reimbursement Requests
 - a) With the exception of SEM, requests for 100% reimbursement must meet the same respective requirements and documentation as noted for VI.A.b.1 -5.
 - b) Requests for SEM reimbursement must include the following documentation - invoice, ad copy in the form of a dated timestamp that demonstrates phrase inclusion and a campaign activity report with start and end dates.

B. Consumer/Travel Trade Shows – means consumer and travel trade shows in identified target markets, such as Group Tour, Meetings, Public Relations, Conventions and Sports, where the DMO sells its travel products. Both in-state and out-of-state shows are allowed.

- 1. Direct costs include booth space purchases and associated delegate registration costs.
- 2. Reimbursement rate is **100%**.
- 3. Reimbursement Requests must include an invoice or a confirmation of payment via credit card via email receipt or credit card statement.

C. Event Sponsorship - means financial support for multi-day (days must be consecutive) events such as conventions, meetings, sports, festivals, etc. occurring in Grantee's destination that attract a majority of attendees from beyond fifty miles away and are closely related to the

region's most significant and/or differentiating attractions/experiences.

1. Reimbursement rate is **50%**.
2. Reimbursement Requests must include an invoice containing the word "sponsorship" and documentation that specifies the sponsorship amount and beginning/end dates of the event.

D. FY 2023 Partnership Activities – means certain activities directly endorsed by OTD in its annual marketing and development plan.

1. Reimbursement rate is **100%**.
2. Reimbursement Requests must include an invoice and documentation indicating the project is complete.
3. Direct costs include:
 - a. The Tourism Economic Impact Study in Maryland, a partnership between the MTDB/OTD and the DMOs, at a cost of \$1,300.

NOTE: Grantees are required to participate in the Tourism Economic Impact Study to be eligible for grant funds.

- b. Financial support for the initiatives outlined in OTD's Annual Marketing and Development Plan. This includes, but is not limited to:
 - 1) Destination/product development activities associated with OTD's five primary initiatives: Great Chesapeake Bay Loop, Maryland Most Powerful Underground Railroad Storytelling Destination in the World, Maryland Scenic Byways and Civil War Trails, Trail System Second to None and Fish & Hunt Maryland. Activities include but are not limited to:
 - a) Interpretative planning and implementation such as marker fabrication, installation and maintenance fees;
 - b) Research and development of National Park Service National Underground Railroad Network to Freedom nominations; and,
 - c) Development of print and digital collateral materials.
 - 2) Destination/product development activities associated with OTD's three emerging initiatives including Accessible Maryland, Indigenous Maryland and the 60th Anniversary of the Civil Rights Act of 1964. Activities include but are not limited to:
 - a) Interpretative planning and implementation such as marker fabrication, installation and maintenance fees;
 - b) Research and development of National Park Service National Civil Rights Network nominations; and,
 - c) Development of print and digital collateral materials.
 - 3) Participation in OTD's Maryland-on-the-Road, CRUSA and/or BRUSA activities that are invoiced by the aforementioned organizations;
 - 4) Travel Trade Group Tour partnership opportunities approved by OTD;
 - 5) Sponsorship of in-state multi-day MATPRA and other Travel Trade meetings;

- and,
- 6) Other partnership activities as defined in writing between OTD and grantee.

E. **Indirect Costs** – means costs defined under the Code of Federal Regulations Office of Management and Budget’s Uniform Guidance in 2 C.F.R. 200.

1. Reimbursement rate is **100%**.
2. Reimbursement Requests must include invoice or receipt that specifies the indirect cost.

NOTE: Search Engine Optimization, E-newsletter Production/Distribution, Team Maryland non-trade show expenses and delegate registration for professional development activities such as US Travel’s ESTO, Destinations International’s Annual Convention and the Maryland Travel and Tourism Summit are also considered indirect costs.

VII. NON-ALLOWABLE EXPENSES FOR FY 2023

Grant Funds shall not be used to:

- Support religious and/or political aspects of any organization, event or promotional campaign;
- Offset, match, or subsidize any other state funds;
- Purchase travel, food and/or beverage expenses of any kind; and/or,
- Operate a DMO beyond what is specifically described in these guidelines.

VIII. APPLICATION, REIMBURSEMENT REQUESTS, REPORTS, RECORD RETENTION AND AUDIT

A. Application Process:

- **Step 1:** Grantee completes Exhibit B - application questionnaire no later than **September 30, 2022**.
- **Step 2:** Upon review and approval of the application questionnaire, OTD sends electronic versions of the application kit as attachments to the Grantee for completion and signature. The application kit includes the grant agreement, Exhibit A - guidelines, Exhibit B - grantee completed marketing application form, blank [W-9 Request for Taxpayer Identification Number and Certification](#) form and Exhibit C - application affidavit, if applicable.
- **Step 3:** Grantee returns all completed application kit documents in **one email as separate attachments** to peter.cento@maryland.gov with a copy to marci.ross@maryland.gov no later than **November 1, 2022**.

NOTE: For W-9 Request for Taxpayer Identification Number and Certification, scan and return Page 1 only.

- **Step 4:** OTD processes application kit for internal signatures and returns a fully-signed copy to Grantee.

B. Reimbursement Request Process:

- **Step 1: Submission of Reimbursement Requests** - Reimbursement requests must be submitted in the format stipulated by OTD, including documentation meeting all of the requirements and conditions outlined in Section VI. of these Guidelines.
- **Step 2a: Notification of Reimbursement Approval** - Upon approval of eligible costs, OTD will notify grantee via email of the approved amount in a revised Reimbursement Request form.
- **Step 2b: Return of Ineligible Costs** - OTD will return ineligible cost documents to the Grantee via U.S. Mail.
- **Step 3:** Upon receipt of approved Reimbursement Request form, Grantee will submit a completed invoice on Grantee letterhead in the format stipulated by OTD to peter.cento@maryland.gov with a copy to marci.ross@maryland.gov.
- **Step 4:** OTD will process the invoice/approved amount for payment.

NOTE: Reimbursement requests may be for full or partial amounts of the grant award and in amounts no less than \$5,000 unless it is the final request that closes the grant. All reimbursement requests for July - Dec 2022 are due to OTD no later than January 31, 2023 and all reimbursement requests for January - June 2023 are due to OTD no later than July 28, 2023.

C. Calendar Year Qualifying Expenditure Report Process:

- **Step 1: Submission of Qualifying Expenditure (QE) Report** - Report must be submitted in the format stipulated by OTD, including documentation meeting all of the requirements and conditions outlined in the Report's Totals page.
- **Step 2: Notification of (QE) Report Approval** - Upon approval of eligible expenditures, OTD will notify grantee via email of the approved amount in a revised QE Report form.
- **NOTE: QE Reports will be approved wholly or in part at the discretion of OTD. All QE Reports are due to OTD no later than February 28, 2023.**

D. Upon request, OTD will provide a mid-year report indicating the status of the reimbursement process and the amount of any remaining Grant Funds.

E. Grantee must submit a Qualifying Expenditure Report in the format stipulated by OTD.

F. Grantee shall allow any duly authorized representative of Commerce or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to the Grant, which records Grantee shall retain until three years after expiration of the grant

period.

IX. COMPLIANCE WITH APPLICABLE LAW

Grantee must comply with all applicable federal, State, and local law.

X. CONSERVATION

It is OTD's policy to promote sound environmental practices. To that end, OTD favors the use of recyclable or recycled products. Applicants are encouraged to incorporate such practices.

XI. FAIR PRACTICES CERTIFICATION

Grantee must prohibit discrimination on the basis of: (i) political or religious opinion or affiliation, marital status, race, color, creed, or national origin, (ii) age, sex, sexual orientation, gender identification, ancestry genetic information or any otherwise unlawful use of characteristics, or the individual's refusal to submit to a genetic test or make available the results of a genetic test, except when age or sex constitutes a bona fide occupational qualification, or (iii) the physical or mental disability of a qualified individual with a disability.

XII. DRUG AND ALCOHOL FREE WORKPLACE

Grantee must make a good faith effort to eliminate illegal drug use and drug and alcohol abuse from the workplace. Specifically, Grantee must:

- A. Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
- B. Prohibit its employees from working under the influence of alcohol or drugs.
- C. Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
- D. Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

XIII. DEFAULT

- A. A default consists of: (i) any use of Grant Funds for any purpose other than authorized; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee made in the Agreement.
- B. Upon the occurrence of any default, Commerce may immediately suspend Grantee's

authority to receive any Grant funds.

C. If a default occurs, Grantee shall have 30 days from the date Commerce's notice of default was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured the default to the satisfaction of Commerce, Commerce may terminate the Agreement. In the event of termination:

1. Grantee's authority to request a disbursement ceases and Grantee has no right or interest to any of the undisbursed Grant Funds; and,
2. Commerce may immediately demand and receive repayment of all or a part of any Grant Funds which have been disbursed.
3. In addition to the remedies specified, if a default occurs, Commerce may at any time proceed to protect and enforce all rights available to it, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies survive the termination of the Agreement.

XIV. INDEMNIFICATION

Grantee releases Commerce and MTDB from, agrees that Commerce and MTDB shall not have any liability for, and agrees to protect, indemnify and save Commerce and MTDB harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against Commerce or MTDB as a result of or in connection with the Grant. All the money expended by Commerce or MTDB as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Commerce or MTDB.

Exhibit B - FY23 DMO GRANT APPLICATION

QUESTIONNAIRE (Grant term: 7/1/22-6/3023)

Instructions: Answer each question succinctly. If a question does not apply, answer with a N/A. When completing the tables, leave non-applicable items blank.

Email *

jcarter@kentgov.org

General Information

Name of Destination Marketing Organization: *

Kent County Dept. of Economic and Tourism Development

Name of Person Completing this Form: *

Jana Carter

Final FY22 budget (includes all costs [operations, marketing, development, personnel, etc.]
EXCEPT OTD grant):

\$336,548

FY23 Total Budget (includes all costs [operations, marketing, development, personnel, etc.] EXCEPT OTD grant): *

\$312,986

Amount of Total Budget funded through local lodging taxes (if applicable): *

\$34,000

Situational Analysis

Describe any unique and/or significant opportunities you will have during the next 24-36 months: *

We will have opportunities to promote Kent County's Chesapeake Bay Storyteller and advocate for more tourism partner participation in the Chesapeake Bay Storyteller program. Explore digital marketing opportunities via leveraging various mediums. Explore marketing opportunities via OOH (out of home), mobile, television and radio streaming. Regional marketing opportunities promoting the Upper Chesapeake Bay via Upper Bay Best Bets, Chesapeake Bay Access Points via the "Bayways" Destination Assessment Collaborative, and the Chesapeake Country All American Road.

Describe any specific challenges and/or issues you will face during the grant term: *

We will be challenged in identifying and reassessing the key target demographic as we continue to navigate the effects of the pandemic. Re-engaging previous markets in an effort to ignite brand awareness and increase visitation.

Explain if/how/why your organizational budget and/or organizational structure has changed for this grant term: *

As we continue to navigate the combining of Economic and Tourism Development, identifying a unified marketing strategy is key to provide a cohesive and collaborative advertising process.

What destinations are your toughest competition and why? *

New Jersey beach resorts, Ocean City, MD, St. Michaels, MD Annapolis, MD and Cambridge, MD. Each of these destinations has a major competitive component - water-related activities and history. St. Michaels, Annapolis and Cambridge target the same visitor demographic, while offering similar historic and Main Street experiences. All of these destinations have larger advertising budgets than Kent county and access to State and Federal resources to supplement budgets.

Name the top three “differentiators” and/or “superlatives” you will market that are associated with the Arts: *

1. Arts organizations - Kent Cultural Alliance
2. Performing arts - theatre, concert venues, festivals and events
3. Artisans & crafters - galleries, studios, hands-on workshops, events

Name the top three “differentiating” and/or “superlative” Attractions you will market: *

1. Water activities - charters (boating, sailing), paddling, fishing, events
2. History - Main Streets, museums, tours, African-American sites, events
3. Agritourism - vineyards, wineries, farm-to-table, events

Name the top three Culinary “differentiators” and/or “superlatives” you will market: *

1. Wineries, vineyards and distillery
2. Waterfront dining - on land, chartered cruises, events
3. Farm-to-table cuisine - pick-your-own, restaurants utilizing local food sources, special events, al-fresco

Name the top three “differentiators” and/or “superlative” multi-day Events you will market, including their dates: *

1. Downrigging Festival - October 27 - 30, 2022
2. Dickens Festival - December 2 - 4, 2022
3. Chestertown Tea Party Festival - May 26 - 28, 2023
4. National Music Festival - June 4 - 17, 2023

Name the top three "differentiators" and/or "superlatives" you will market that are associated with History: *

1. Museums of Kent - driving tours, exhibits, events
2. Walking Tours - Main Streets, African American, Ghost tours
3. Washington College - Starr Center for the Study of the American Experience

Name the top three Land-based Outdoor Recreation "differentiators" and/or "superlatives" you will market: *

1. Eastern Neck National Wildlife Refuge - winter bird walks, regional hunts
2. Beaches - Betterton and Rock Hall
3. Biking, walking and water trails

Name the top three water-based "differentiators" and/or "superlatives" you will market: *

1. Sailing charters - Shardana (Chesapeake Bay Storyteller) corporate team building program, Chester River Packet (dining and cruise packages)
2. Fishing, crabbing, oystering
3. Paddling and kayaking

What NEW products and/or services fit into these three partnerships: Maryland: The Most Powerful Underground Railroad Storytelling Destination in the World, Maryland's Trail System Second to None and The Great Chesapeake Bay Loop? *

1. Most Powerful Underground Railroad Storytelling Destination: National Park Service Network to Freedom application site for Isaac Mason escape site (Kent Cultural Alliance building).
2. Trail System Second to None - Wayne Gilchrest Trail.
3. Great Chesapeake Bay Loop - Rock Hall working waterfront and Chestertown Marina.

Geographic Markets & Target Audiences

Indicate the status of each applicable over-night market: *

	Researching	Interested	Emerging	Mature
Cincinnati, OH	☒	☐	☐	☐
Cleveland, OH	☒	☐	☐	☐
Columbus, OH	☒	☐	☐	☐
New York City	☐	☐	☒	☐
Newark, NJ	☐	☐	☐	☒
Orange, NJ	☐	☐	☐	☒
Princeton Area, NJ	☐	☐	☐	☒
Pittsburgh, PA	☐	☐	☒	☐
Harrisburg, PA	☐	☐	☐	☒
Philadelphia, PA	☐	☐	☐	☒
Montreal, Canada	☐	☐	☒	☐
Toronto, Canada	☐	☐	☒	☐
Korea	☒	☐	☐	☐
Germany	☒	☐	☐	☐
United Kingdom	☒	☐	☐	☐
	☒	☐	☐	☐

France

China



List other out-of-state overnight markets and their phase of development (researching, interested, emerging or mature):

*

Washington DC (mature), Northern Virginia (mature), Delaware (mature), North Carolina (researching), other areas of Virginia - Tidewater (interested)

List in-state overnight markets and their phase of development (researching, interested, emerging or mature):

*

Central MD (emerging), Eastern Shore (mature), Mountain MD (emerging), Southern MD (interested)

List day-trip markets and their phase of development (researching, interested, emerging or mature):

*

Central MD (mature), Eastern Shore (mature), Washington DC (mature), New Jersey (mature), Philadelphia PA (mature), Northern Virginia (emerging), Central PA (emerging)

Indicate the status of each applicable domestic target audience. (*The acronym SMERF below is Social, Military, Educational, Religious, Fraternal): *

	Researching	Interested	Emerging	Mature
Group Travel/Tour Operator	☐	☐	☒	☐
Sports Events Planners	☒	☐	☐	☐
Meeting & Incentive Planners	☐	☒	☐	☐
Student Travel Providers	☐	☒	☐	☐
SMERF* Planners	☐	☐	☒	☐
AAA Clubs	☐	☐	☐	☒
Retail Travel Agents	☐	☒	☐	☐
Reunion Planners	☐	☒	☐	☐
Hunters	☐	☐	☐	☒
Anglers	☐	☐	☐	☒
Non-hunting Shooting Sports	☐	☐	☐	☒
LBGTQ	☐	☒	☐	☐
African-American	☐	☐	☒	☐
Asian-American	☐	☒	☐	☐
Latinex	☐	☒	☐	☐

List other target audiences and their phase of development (researching, interested, emerging or mature): *

Leisure (mature), Veterans (mature), Business (researching), Day-trip (emerging), Student (researching)

Advertising

What is your estimated advertising placement budget for this fiscal year? *

\$90,000

Estimated Spring/Summer Advertising Budget: *

\$40,000

Estimated Fall Advertising Budget: *

\$35,000

Estimated Winter Advertising Budget: *

\$15,000

Estimated Print Advertising Budget: *

\$33,000

Estimated TV Advertising Budget: *

\$10,000

Estimated Radio Advertising Budget: *

\$10,000

Estimated Out-of-Home (Billboards, transit marketing, etc) Advertising Budget: *

\$12,000

Estimated digital (online, social, sponsored content, native ads, mobile) Advertising Budget: *

\$25,000

Describe and estimate other digital platforms you are considering: *

OTT (\$10,000), SEO/SEM (\$8,000), Destination App (\$5,000)

Are you planning to participate in OTD's co-op program? *



Yes



No



Not Sure

If so, when? (Check all that Apply) *

☒ Spring/Summer

☐ Fall

☐ Not sure

Are you interested in developing and executing a Chesapeake Bay co-op advertising strategy for Spring-Summer-Fall 2023? *

☒ Yes

☐ No

☐ Maybe

Public Relations & Social Media

Are you interested in partnering with OTD to host domestic journalist familiarization tours, if opportunities arise? *

☒ Yes

☐ No

Are you interested in partnering with OTD to host international journalist familiarization tours, if opportunities arise? *

☒ Yes

☐ No

If you are interested in hosting journalists, how will you fund their visits to your destination: *

☐ Industry in-kind support

☐ Budget allocation

☒ Both

If using your budget, what amount have you dedicated to support journalist familiarization tours? *

\$400

Do you have a dedicated social media person on your staff? *

☒ Yes

☐ No

Do you have a strategic social media plan in place for your DMO? *

☒ Yes

☐ No

Do you allocate a portion of your annual budget for paid social media advertising and/or promotion? If yes, approximately how much will you spend and for which social media channel? *

Yes. \$2,400 annually for Facebook and Instagram.

If you have used an OTD social media guide, rate its value as a helpful tool: *

	0	1	2	3	4	5	
Not applicable	☐	☐	☐	☐	☐	☒	Really helpful

Publications

Do you produce/distribute an official visitor guide? *

☒ Yes

☐ No

If yes, how often do you produce it and how many do you print? If no, explain. *

Annually, 10,000 copies on average.

Do you produce/distribute a consumer and/or trade e-newsletter? *

☒ Yes

☐ No

If yes, how often do you distribute it/them? *

Monthly

Visual Assets

Would you like access to OTD's video assets to use in your marketing activities? *

☒ Yes

☐ No

Will you share your video assets for OTD's use in our marketing activities? *

☒ Yes

☐ No

Would you like access to OTD's photography assets to use in your marketing activities? *

☒ Yes

☐ No

Will you share your photography assets for OTD's use in our marketing activities? *

☒ Yes

☐ No

Travel Trade Sales Efforts

In FY22, will your activity in this market: (Mark only one box) *

☐ Increase

☐ Decrease

☒ Remain the Same

If applicable, describe how you work with AAA/CAA offices to attract visitors to your area. *

N/A

What sports markets are you targeting? *

- ☐ Amateur
- ☐ Professional
- ☐ Both
- ☒ Neither

If yes, will your DMO be participating in the Team Maryland Sports Program? *

- ☐ Yes
- ☒ No

Regional Marketing Activities

Are you working with other DMOs to market regionally or thematically? *

- ☒ Yes
- ☐ No

If so, which DMO's? *

Any DMO in the state that has like qualities (ie Eastern Shore DMO's, Annapolis, Harford, etc.).

What is the theme and scope of work for these efforts? *

Chesapeake Country All American Road, Chesapeake Bay water access, History, Outdoor recreation

What are the target markets for the activities? *

Statewide in MD, PA Delaware, New Jersey, Washington DC, Northern Virginia, New York, tour operators, bus associations, boating clubs

In what time period are the activities being conducted? *

FY23

What is the fulfillment process? *

Needs to be developed

What are the desired results from the marketing activities? *

Increase overnight and day-trip visitation, increased visitor spending, brand recognition, product development

Destination Development

Describe any new or expanded lodging facilities opening within the fiscal year, including name, location and their anticipated number of rooms: *

Rock Hall Outdoor Escape, Rock Hall, MD, 10 rooms

Describe any new or expanded tourism assets (attractions, services, events, etc.) opening in this calendar year if not mentioned elsewhere in this form: *

Kent Cultural Alliance Vince and Leslie Raimond Arts Center, Sultana Wetlands Preserve to encourage environmental education, The Farmacy (farm-to-table) retail store, Lands Point Vineyard and Winery, Hooked on the River (kayak and water equipment rentals).

Indicate if your DMO markets these products:

	Arts & Ent. District(s)	Main Street(s)	Heritage Area	Scenic Byways	Bike-share Program(s)	Recreational Trails	Local/State/ Fed. Public Lands	Water Trails
Products & Marketing	☒	☒	☒	☒	☐	☒	☒	☒
Content/Listing on website	☒	☒	☒	☒	☐	☒	☒	☒
Content/Listing in printed Guide	☒	☒	☒	☒	☐	☒	☒	☒
Content in Consumer Newsletter	☒	☒	☒	☒	☒	☒	☒	☒
Include in Social Media Posts	☒	☒	☒	☒	☒	☒	☒	☒
Include in Video Products	☒	☒	☒	☒	☐	☒	☒	☒
Include In Press Releases	☒	☒	☒	☒	☐	☒	☒	☒
Identify in Advertising	☒	☒	☒	☒	☐	☒	☒	☒



Lisa Mazingo, Director, Kent Family Center

10/11/2022

County Commissioners Meeting

Item Summary:

A signature from the Commissioners is requested for the MOU between Kent Family Center and Striving for Wellness Together, LLC. service provided by SWT are funded by the grant from Maryland Family Network.

ATTACHMENTS:

Description

[10.11.22 Kent Family Center, County Commissioners of Kent County-Kent Family Center and Striving for Wellness Together, Memorandum of Agreement, July 1, 2022-June30, 2023](#)



**County Commissioners of Kent County / Kent Family Center
And
Striving for Wellness Together
Memorandum of Agreement
July 1, 2022 – June 30, 2023**

Kent Family Center and Striving for Wellness Together agree to the following regarding the provision of behavioral health services at Kent Family Center's 115 B. South Lynchburg St. Chestertown, Md. location by Striving for Wellness Together:

Kent Family Center will:

- Provide appropriate, private space for Striving for Wellness Together staff members to see participants or facilitate groups/workshops.
- Provide necessary materials and supplies for workshops, group sessions, and counseling sessions.
- Ensure that appropriate information releases are signed by participants to allow open communication between Kent Family Center and Striving for Wellness Together.
- Pay Striving for Wellness Together an hourly rate of \$150 for each hour that the clinician is working at Kent Family Center. Invoicing and payment will occur monthly.

Striving for Wellness Together will:

- Provide a licensed behavioral therapist for 6 hours per month to meet with Kent Family Center participants in the center for group therapy, mental health workshops, assessments, individual treatment for parents and children, and staff training. The increased frequency may be negotiated according to need and based on agreement by both agencies.
- Collaborate with Kent Family Center staff around therapeutic goals and outcomes of the above services.
- When appropriate, the clinician will integrate psychoeducational materials related to Kent Family Center's mission and parents' developmental needs and treatment goals.
- When appropriate, Striving for Wellness Together will make referrals for Kent Family Center participants to obtain ongoing behavioral health services in the community.
- Invoice Kent Family Center at a rate of \$150 per hour for the time that services were provided in the center.

P. Thomas Mason 10/11/22

CCKC / KFC

Date

Striving for Wellness Together Date



Lisa Mazingo, Director, Kent Family Center
10/11/2022
County Commissioners Meeting

Item Summary:

The Kent Family Center is primarily funded by a grant through Maryland Family Network. The annual contract with Maryland Family Network is due for renewal.

ATTACHMENTS:

Description

[Kent FSC Core Award FY23](#)

[Schedule 1 FSC Core Award](#)

[Kent CBCAP FY23](#)

[Exhibit D Proposal and Grant Affidavit Fy23](#)

[Exhibit E SF4248 Federal Assurances](#)

[Exhibit E2- SF-LLL Lobbying Disclosures](#)

[Exhibit F Workers Comp Cert FSC](#)

[Exhibit G Kent Additional Terms and Conditions](#)

**SERVICES CONTRACT AGREEMENT BETWEEN MARYLAND FAMILY NETWORK
AND COUNTY COMMISSIONERS OF KENT COUNTY
FOR A FAMILY SUPPORT CENTER**

This Contract is effective as of July 1, 2022, by and between Maryland Family Network, Inc., (hereinafter "MFN"), a non-profit corporation organized and existing under the laws of the State of Maryland, and having a mailing address of 1001 Eastern Avenue, Second Floor, Baltimore, Maryland 21202-4364 and County Commissioners of Kent County (hereinafter "CONTRACTOR") an organized and existing under the laws of the State of Maryland, and having a mailing address of 400 High Street, Chestertown, Maryland, 21620.

Whereas MFN and CONTRACTOR desire to outline their respective obligations, rights, and responsibilities to one another with respect to the provision or coordination of comprehensive services to parents and their young children at a Family Support Center.

MFN and the CONTRACTOR do mutually agree as follows:

I. PROGRAM AND SERVICES TO BE PROVIDED

Subject to the continuing availability of State or Federal funds, MFN shall purchase CONTRACTOR'S services to provide or coordinate at a Family Support Center, comprehensive services to parents and their young children through the age of three. The purpose of the Family Support Center is to strengthen families by focusing on parenting skills, child development, health, adult education, counseling, in-home intervention (home visiting), and employment readiness and training services.

These services shall be provided in accordance with the terms and conditions of this Contract and the following exhibits, which hereby are incorporated as part of this Contract:

1. CONTRACTOR'S FY23 Program Services Proposal, as approved by MFN.
2. Exhibit B: CONTRACTOR'S current FSC budget for the period of July 1, 2022, through June 30, 2023, as approved by MFN.
3. Exhibit C: Maryland Family Support Center Manual. A copy of the most current manual as of the date of contract issue.
4. Exhibit D: Proposal and Contract Affidavit, including CONTRACTOR'S Federal Taxpayer Identification Number.
5. Exhibit E: Standard Federal Assurances and Certifications.
6. Exhibit F: Certification of Workers' Compensation Coverage.
7. Exhibit G: Additional Terms and Conditions for United States Government Funded Contract Contracts.
8. Exhibit H: Maryland State Department of Education Notice of Grant Award for the current grant year.

II. TERM OF CONTRACT AGREEMENT

The term of this Contract shall be for twelve (12) months commencing on July 1, 2022 and terminating on June 30, 2023. Upon termination, the option to renew this Contract shall be solely at the discretion of MFN. If MFN decides to renew this Contract, an offer to renew shall be made to the CONTRACTOR for an additional one-year period, thereafter, annually.

III. FUNDING TERMS

- A. Payment of funds under this Contract is conditional upon MFN receiving from the State of Maryland the amount needed to pay for the total costs of the services set forth in Exhibit B, the Approved Budget.
- B. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MFN's rights or the CONTRACTOR'S rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the CONTRACTOR and MFN from the future performance of the Contract, but not from their rights and obligations existing at the time of termination. MFN shall notify the CONTRACTOR as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

C. Compliance Requirements:

1. This Contract is supported by the following pass-through State Funds from the Maryland State Department of Education as outlined below:

Funding Source
State General Funds

2. All applicable general federal assistance requirements apply as set forth in the U.S. Office of Management and Budget's *OMB 2 CFR 200 Uniform Guidance*, as well as those included in the Maryland State Department of Education Notice of Grant Award, and all other portions of the Maryland State funding agreement. There are no federal matching funds requirements. There are no federal program-specific requirements except as specified in Exhibit A and Section IV. A, B, and G, of this Contract. All federal requirements as set forth in Exhibits D and G also apply.
3. Compliance with federal cost requirements, generally an approved indirect cost or cost allocation plan, is necessary for reimbursement of indirect costs under this Contract.

- D. MFN will pay the CONTRACTOR no more than three hundred thirty thousand dollars \$330,000.00 for the services to be provided under the Contract. Sources of the funds are outlined below:

Funding Source	CFDA #	Funding Amount
State General Funds	N/A	\$330,000.00

If CONTRACTOR plans to use MFN funding to sustain or subsidize other programs, CONTRACTOR is required to notify MFN in advance. If the MFN-funded Family Support

Center program is included in proposals for new funding, MFN has the right to approve or deny approval of any such program which may impact on the Family Support Center.

- E. Payments by MFN shall be made to the CONTRACTOR no later than thirty (30) days after receipt and approval by MFN of an invoice from the CONTRACTOR. CONTRACTOR must submit a certified invoice to MFN in an acceptable form within fifteen (15) days after the end of each month. Payment of invoices submitted after the due date may be made with payment of the invoice for the following month.
- F. CONTRACTOR must provide copies of all invoices or reports containing equivalent financial management information as specified in Exhibit B, to the Family Support Center Director no later than the date of invoice submission to MFN.
- G. CONTRACTOR agrees to include its Federal Tax Identification Number, as shown in the Proposal and Contract Affidavit, on all invoices billed to MFN. MFN may withhold payment for failure to comply with this provision
- H. Adjustment of funds between budget categories must be approved in writing by MFN. Except as specifically prohibited elsewhere in this Contract Agreement, adjustments will be approved if they do not affect the total authorized funding and, in the judgment of MFN, are consistent with the objectives of this Contract. Such adjustments do not require an amendment to the Contract.

IV. GENERAL PROVISIONS AND CONDITIONS

- A. Program Standards
Program performance goals are set forth in Schedule 1 attached hereto, however, the monitoring documents govern performance requirements.
- B. Program Data Requirements
 1. CONTRACTOR shall participate in the MFN program management information system (MIS) and will support and actively participate in the system known as myHeadStart.com during the contract period. CONTRACTOR agrees to catalog, insure, protect, and maintain all MIS equipment received directly or indirectly through MFN funding to support the MIS.
 2. CONTRACTOR shall submit program data to MFN in the specified format on a monthly basis or in accordance with specific timelines identified by MFN.
 3. CONTRACTOR shall retain and maintain all data, statistical records, and case management files pertaining to Family Support Center participants.
 4. If the CONTRACTOR should cease to exist, custody of all records related to the Contract must be transferred to MFN, or MFN must be notified of the successor entity which has assumed custodial responsibility.
 5. Liability for Loss of Data: In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the CONTRACTOR, the CONTRACTOR shall be responsible for making its best efforts to recreate such lost data or records.

C. Training Activities

1. MFN shall furnish the CONTRACTOR'S Family Support Center employees with required training programs as is reasonably necessary to assure satisfactory performance and "best practices" in providing the services required by this Contract.
2. All full-time staff members who are compensated in full or partially through this Contract or any contract supported by MFN and who provide services to participants entered in the MFN participant database must complete all MFN required training programs. Every effort must be made to ensure that part-time Family Support Center staff members receive the same level of training.

D. Development Activities

1. Publication and Publicity: As a condition of accepting this grant, CONTRACTOR is required to display Maryland Family Network, and the State of Maryland, and the U.S. Department of Health and Human Services, Administration for Children and Families, whenever publicly identifying the Family Support Center's supporters. The CONTRACTOR is encouraged to make the results and accomplishments of its Family Support Center activities known to the general public. The MFN logo and name with the caption "Leading Maryland's Family Support Centers" must be included in all publications and publicity. Any alternative wording of this phrase must be approved by MFN.
2. CONTRACTOR is required to print Maryland Family Network, the MFN logo, with the phrase "Leading Maryland's Family Support Centers" on all program materials, including, but not limited to, fliers, monthly calendars, newsletters, brochures, stationery, and press releases used or sent by the Family Support Center.
3. CONTRACTOR is required to print the name of the Family Support Center prominently at the top of all stationery, invitations, business cards, and other pieces of correspondence used or sent by the Family Support Center. The MFN logo with the phrase "Leading Maryland's Family Support Centers" should appear in the side or bottom margin of the material, as should the name or logo of the CONTRACTOR.
4. CONTRACTOR is required to notify MFN of any plans to approach a for-profit corporation (excluding small businesses) or private foundations for funding support of the Family Support Center. MFN will act as the clearinghouse for the Family Support Center and MFN requests for funding so that the CONTRACTOR and MFN can coordinate or stagger approaches to maximize gift potential. MFN will not unreasonably restrict the fundraising activities of the CONTRACTOR.
5. CONTRACTOR is required to obtain written permission and/or proper releases from the legal or authorized adult on behalf of FSC children, adolescents, and participating adults for the use of the name, voice, photograph, record, interview, digital images, and other likenesses in all media including, print, broadcast, outdoor, electronic media, social media, and other electronic and web-based communication for any purpose related to the work of this Contract, without limitation, educational and professional purposes, outreach, publicity and promotion of the Family Support Center, and its people, programs, fundraising, events, and activities.

E. Proprietary Rights and Use of Trademarks

1. CONTRACTOR acknowledges and agrees that MFN holds all proprietary rights including but not limited to copyright, trade secret, trademark and service mark in and to all forms including electronic forms of MFN's publications or revisions thereto. The names Maryland Family Network ("MFN"), the MFN acronym, the MFN logo, and all other trademarks and service marks of MFN (collectively, the "MFN Marks") are the sole and exclusive property of MFN and shall remain the sole and exclusive property of MFN during and after the term of this Contract. MFN hereby grants to CONTRACTOR a nonexclusive, royalty-free, revocable license to use the MFN-Owned Materials or MFN Marks for the sole purpose of performing its responsibilities under this Contract. The license shall be effective upon the Effective Date of this Contract and shall expire upon the expiration or earlier termination of this Contract. CONTRACTOR understands and agrees that, except for the right to use the MFN-Owned Materials or MFN Marks for the sole purpose of performing its responsibilities under this Contract as set forth in this paragraph, all property and proprietary rights in the MFN-Owned Materials or MFN Marks are expressly reserved to MFN and no license, property or proprietary rights of any kind are granted to CONTRACTOR.
2. CONTRACTOR acknowledges and agrees that the MFN Intellectual Property Rights are highly valuable and any breach of this Contract with respect thereto would cause irreparable harm to MFN.
3. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the CONTRACTOR in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of MFN. All original documents constituting Proprietary Information shall be delivered to MFN by the CONTRACTOR, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of MFN, except that the CONTRACTOR may retain copies for its files. Proprietary Information may not be utilized, disclosed, or otherwise made available to other persons by the CONTRACTOR without the prior written approval of MFN. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the CONTRACTOR by any law, regulation or rule governing professional conduct respecting confidentiality.

F. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. This Contract is subject to the approval of agencies of the State of Maryland as required under applicable laws and regulations, including approval of the Board of Public Works where appropriate.

G. Indemnification and Claims

1. The CONTRACTOR shall indemnify release, acquit and hold harmless MFN, its officers, agents, successors, and employees, from and against all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages, actions, causes of action, and demands whatsoever, which it may now have or which may accrue on account of, or in any way arising out of or relating to the performance of the CONTRACTOR or its subcontractor under this Contract.

2. The CONTRACTOR shall be obligated to secure and to maintain, for the term of the Contract, general liability insurance coverage of at least \$500,000 combined single limit. A certificate of insurance shall be provided to MFN showing MFN as an additional insured and requiring 30-day notice to MFN by the insurer of any changes to the insurance coverage, including cancellation.
3. The CONTRACTOR will be obligated to maintain, for the remainder of the term of the Contract, fidelity bond coverage with respect to the MFN funds paid or to be paid to the CONTRACTOR to fund the Family Support Center in accordance with this Contract. The purpose of the bond will be to protect the interest of MFN in the event of any wrongful act by the CONTRACTOR with respect to these funds.
4. MFN has no obligation to provide legal counsel or defense to the CONTRACTOR or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not a party to this Contract against the CONTRACTOR or its subcontractors as a result of or relating to the CONTRACTOR'S obligation under this Contract.
5. MFN has no obligation for the payment of any judgments or the settlement of any claims against the CONTRACTOR or its subcontractors as a result of, or relating to, the CONTRACTOR'S obligation under this Contract.
6. The CONTRACTOR shall immediately notify MFN of any claim or suit made or filed against the CONTRACTOR or its subcontractors regarding any matter resulting from or relating to the CONTRACTOR'S obligation under the Contract and will cooperate, assist, and consult with MFN in the defense or investigation of any claim, suit, or action made or filed against MFN as a result of or relating to the CONTRACTOR'S performance under this Contract

H. Compliance with Laws

The CONTRACTOR hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland, and that it will take such action as, from time to time, maybe necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing to any local government, the State of Maryland, the United States of America, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including provisions of the Patriot Act; and
4. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

I. Employees of CONTRACTOR

1. CONTRACTOR must employ a full-time Center Director, a full-time Early Childhood Development Specialist, a full-time In-Home Interventionist, and a full-time Services Coordinator. The selection of the individuals to fill these positions is a joint decision between the CONTRACTOR and the designated staff of MFN.

For this purpose, the following definition of full-time employment is required. An employee working full-time at a Family Support Center is expected to work at least 30 hours per week in order to fulfill the responsibilities of the position as Family Support Centers are required to be open for service delivery at least 35 hours per week.

2. CONTRACTOR is required to secure a criminal background check on all employees who may interact with children and adolescents participating at the Family Support Center or in home-based settings.

The persons performing these services, as set forth in the Agreement and its Exhibits, shall be employees and not independent CONTRACTORs of the CONTRACTOR, except as provided in IV.J, below. CONTRACTOR is responsible for complying with all Federal and State laws, including, but not limited to, income tax and employment taxes to be withheld from wages paid to said employees and coverage for workers' compensation and unemployment.

J. Nondiscrimination

The CONTRACTOR agrees

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, creed, national origin, ancestry, age, gender, religion, physical or mental disability, sexual orientation, marital status, pregnancy, a typical hereditary cellular blood trait, liability for service in armed forces, unrelated in nature and extent so as reasonably to preclude the performance of such employment;
2. To include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials;
3. To post and to cause any subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause; and
4. To provide a culturally sensitive environment and services for all employees and participants, and not discriminate against any participant on the basis of religion, religious belief, or refusal to participate in any religious practices. For this purpose, the following definition is used:

Culturally Sensitive – Of or relating to various religious, ethnic, and cultural backgrounds.

K. Subcontracting Assignment

The CONTRACTOR may not subcontract any portion of the services provided under this Contract or otherwise permit any third party to perform its obligations under this Contract without obtaining the prior written approval of MFN, nor may the CONTRACTOR assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of MFN. Any such subcontractor assignment shall be subject to any terms and conditions that MFN deems necessary to protect the interests of the State of Maryland, the U.S. Department of Health & Human Services, and MFN. MFN shall not be responsible for the fulfillment of the CONTRACTOR'S obligations to subcontractors. The CONTRACTOR shall provide to MFN proof of workers' compensation coverage for any subcontractors.

L. Administration

All CONTRACTOR questions relating to the administration and performance of this Contract shall be referred to as the Executive Director of MFN or her designee for determination. The MFN Executive Director is the sole determiner of what work must be accomplished to meet the terms of this Contract.

M. Technical Assistance and Consultation

MFN shall furnish the CONTRACTOR with such technical assistance and consultation by MFN staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Contract and not readily available elsewhere. The use of funds under this Contract by the CONTRACTOR to hire consultants shall require prior approval by MFN of any such arrangement and of the proposed work plan of the consultants involved and shall comply in full with Section IV.J, above.

N. Termination for Cause

1. If the CONTRACTOR fails to fulfill its obligations under this Contract properly and on time or otherwise violates any provision of the Contract, MFN may terminate the Contract. Prior to terminating this Contract, MFN shall give the CONTRACTOR thirty (30) days prior written notice by registered mail of such default. If CONTRACTOR has not cured such default within the thirty (30) day period, MFN may, by written notice not less than five (5) days after expiration of this period, terminate the Contract. The notice shall specify the acts or omissions relied on as cause for termination.
2. Upon the occurrence of any of the following events, MFN may immediately terminate this Contract effective upon receipt by the CONTRACTOR:
 - a. CONTRACTOR is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - b. CONTRACTOR voluntarily or involuntarily undertakes to dissolve or wind up its affairs;
 - c. CONTRACTOR becomes suspended or debarred by any governmental entity;
 - d. Upon notice from the Funder of termination or modification of the agreement between the Funder and MFN that eliminates the funding or need for this Contract; or
 - e. CONTRACTOR breaches any material terms of this Contract.
3. MFN shall pay CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the CONTRACTOR'S breach. If the damages caused by the CONTRACTOR'S breach are more than the compensation payable to the CONTRACTOR, the CONTRACTOR will remain liable to MFN after termination. MFN's right to collect damages under this Section IV.N does not in any way constitute a waiver by the CONTRACTOR of any rights, actions, suits, or defenses the CONTRACTOR may have against MFN.
4. Upon termination of the Contract, MFN's obligation to pay described in Paragraph III.D herein shall cease, effective as of the date of termination; provided, however, that CONTRACTOR shall remain obligated for payments having already been properly incurred prior to the date of termination.
5. Within five (5) days of termination of this Contract, CONTRACTOR shall turn over to MFN unexpended funds and copies of materials prepared pursuant to this Contract.
6. All finished, or unfinished equipment, supplies, and services acquired with MFN funding shall become the property of MFN.

O. Discretionary Termination

1. The performance of work under this Contract may be terminated by MFN in accordance with this clause in whole or, from time to time, in part, whenever MFN shall determine that such termination is in the best interests of the State of Maryland, U.S. Department of

Health & Human Services, or MFN. MFN will pay all reasonable and allowable costs associated with this Contract that the CONTRACTOR has incurred up to the date of termination and all reasonable and allowable costs associated with the termination of the Contract.

2. The CONTRACTOR may terminate this Contract without cause upon ninety-(90) day's prior written notice to MFN. MFN will pay all reasonable and allowable costs associated with this Contract that the CONTRACTOR has incurred up to the date of termination and all reasonable and allowable costs associated with the termination of the Contract.
- P. Consequential Damages Waiver
- MFN and the CONTRACTOR waive claims against each other for special, exemplary, incidental, punitive, or consequential damages arising out of relating to this Contract. This mutual waiver includes, but is not limited to, losses of use, revenue, income, financing, business and reputation, including lost profit on other projects/work. The foregoing damage waiver shall not limit the indemnification obligations for liabilities to third parties as set forth in this Agreement.
- Q. Disputes
- In the event of a dispute, the CONTRACTOR must file a written notice of claim with MFN within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Such claims will be processed as outlined in Section K. above.
- R. Saving Clause
- Both parties hereby expressly acknowledge the possibility of substantial changes in Federal and State regulations applicable to this Contract and expressly agree to renegotiate this Contract as necessary to comply with such changes.
- S. Records and Audits
1. CONTRACTOR shall retain and maintain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of no less than three (3) years after the date of final payment, or the resolution of any audit finding, claim, or litigation involving the records, or disposition of nonexpendable equipment, whichever is later.
 2. If the CONTRACTOR should cease to exist, custody of all records related to the Contract must be transferred to MFN, or MFN must be notified of the successor entity which has assumed custodial responsibility.
 3. MFN or its authorized representatives and authorized representatives of any Federal, State, or local government agency directly or indirectly funding this Contract and appropriate governmental audit organizations shall have the right of access to any pertinent books, documents, papers, or other records of the CONTRACTOR to make audits, examinations, excerpts, and transcripts.
 4. CONTRACTOR must provide one (1) copy of an audit in accordance with generally accepted auditing standards and the standards for financial audits contained in GOVERNMENT AUDITING STANDARDS issued by the Comptroller General of the United States. The audit must be performed by an independent auditor licensed and registered in the State of Maryland. Where applicable, the audit shall be in compliance with the U.S. Office of Management and Budget 2 CFR 200 Uniform Guidance "Audits of States, Local Governments, and Non-Profit Organizations," and such audits shall be accepted even when

not required. If issued by the independent auditor, MFN shall receive a copy of the communication commonly referred to as the "management letter."

5. Required audits shall be completed and submitted to MFN within nine (9) months after the end of the audited period and shall be submitted within thirty (30) days after issuance of the auditor's report to the CONTRACTOR
6. Audits shall be performed annually. The costs of audits required by this Contract are allowable administrative costs and may be direct or indirect costs as determined by applicable cost principles and regulations.

T. Contingent Fee Prohibition

The CONTRACTOR warrants that it has not employed or retained for a fee or other consideration any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract. For breach or violation of this warranty, MFN shall have the right to annul this Contract without liability or, in its sole discretion, to deduct from the consideration otherwise payable to the CONTRACTOR the full amount of such fee or other consideration.

U. Delays and Extensions of Time

The CONTRACTOR agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the CONTRACTOR for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of an MFN contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delays of an approved subcontractor or a supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the CONTRACTOR or the approved subcontractor or supplier.

V. Suspension of Work

MFN unilaterally may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of its performance for such a period of time as MFN may determine to be appropriate for the convenience of MFN, the State of Maryland, or the U.S. Department of Health & Human Services.

W. Cost and Price Certification

The CONTRACTOR, by submitting the budget, cost, or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the closing date for receipt of bids, proposals, or program budgets.

The price or approved budget under this Contract and any change order or modification hereunder shall be adjusted to exclude any significant price increases occurring because the CONTRACTOR furnished cost or price information which, as of the closing date for receipt of budgets, bids, or proposals was inaccurate, incomplete, or not current.

X. Purchase and Treatment of Assets

1. CONTRACTOR shall obtain prior written approval of MFN for any purchase of equipment costing more than Five Thousand Dollars (\$5,000.00) per item with funds paid under this Contract.
2. Title to all property furnished by MFN and title to all property acquired by the CONTRACTOR at the cost of over FIVE THOUSAND DOLLARS (\$5,000.00), including the purchase by lease-purchase agreement, for the cost of which the CONTRACTOR is to be reimbursed under this Contract, shall immediately vest in MFN upon the termination of the Contract unless an appropriate alternative use is approved in writing by MFN. Such property shall be known as "MFN property."
3. The CONTRACTOR shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of MFN property, including all MIS-related equipment, so as to assure its full availability and usefulness for the performance of this Contract.
4. MFN property shall unless otherwise provided here, or specifically approved in writing by MFN, be used only for the performance of this Contract and the benefit of the Family Support Center.
5. In the event that the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to MFN property, it shall use the proceeds to repair, renovate, or replace MFN property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse MFN as directed by MFN.
6. CONTRACTOR shall annually within thirty (30) days of the end of the annual contract term (July 30) deliver to MFN a cumulative listing of all MFN property purchased or acquired under this and any preceding Contract. The equipment list shall include the following information as to each property item:
 - a. a description of the property;
 - b. manufacturer's serial number or other identification numbers
 - c. acquisition date and cost;
 - d. source (vendor or donor name) of the property and
 - e. location, use, and condition of the property.
7. Upon termination of the Contract, MFN may require the CONTRACTOR to deliver to MFN all MFN-funded property specifically produced or acquired for the performance of this Contract.

Y. Severability

If any of the provisions in this Contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

This Contract may be amended as MFN, and the CONTRACTOR mutually agrees in writing. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by both parties.

This Contract and its Exhibits constitute the entire Contract between the parties. All other communications are superseded by this Contract. Nothing contained in this Contract shall be construed to create a legal partnership or joint venture relationship between the CONTRACTOR and MFN for any purpose other than those expressly specified in the Contract and its Exhibits.

This Contract, together with the Exhibits attached hereto and incorporated herein by references, represents the complete, total, and final understanding of the parties; and no other understanding or representation, oral or written, regarding the subject matter of this Contract shall be deemed to exist to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Contract and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

County Commissioners of Kent County

By

Date

Attested

By

Date

For Maryland Family Network, Inc.

Laura Weeldreyer, Executive Director

Date

Attested

By

Date

SCHEDULE 1 – PROGRAM STANDARDS FOR FAMILY SUPPORT CENTERS

- 1.1** CONTRACTOR will be required to ensure that the Family Support Center targets families with children from birth through 59 months of age (0-4 years). Goals and outcomes for the Center are delineated in the approved and signed Program Services Proposal (PSP) which includes target projections of children and families served in each program service category within tiers of intensity. Compliance with contractual requirements will ultimately be reflected through a “Satisfactory” rating on Maryland Family Network’s program monitoring tools.
- 1.2** For this purpose, the following definitions will be used:
- A. Family - a parent, legal guardian, or ‘caregiver’ as defined by the center, and all of the children she/he brings to the Center. MFN will monitor this count by checking the "Parents Total" entry on the monthly "Participation Summary Report."
 - B. Tiers of Intensity – Program Services Proposals will include projected numbers of children and families served within 4 Core Cluster categories, including 20+ services, within a 4 Tier intensity model.
- 1.3** In addition, the Family Support Center will be expected to recruit new higher intensity participants, through outreach at events and through delivery of supports at the Tier 1-3 levels. MFN will monitor recruitment by reviewing the center’s monthly Program Services Proposal data reporting spreadsheet.
- 1.4** CONTRACTOR shall implement proper safeguarding procedures in its use and participation in myHeadStart.com and any other agreed upon data collection tools, including, but not limited to, the following:
- a. “Personal Information” shall mean any information related to any identified or identifiable natural person that CONTRACTOR has received or collected for processing pursuant to this Contract.
 - b. CONTRACTOR shall process Personal Information exclusively for the purpose of providing services required by this Contract and in compliance with instructions provided by MFN.
 - c. During the term of this Contract, CONTRACTOR shall at all times process Personal Information in strict compliance with all applicable laws, rules, regulatory guidelines, and regulations, including, but not limited to, domestic data privacy, security and breach notification laws, and generally accepted industry standards, and with laws and regulations relating to tracking and tagging activities and technologies. At a minimum, CONTRACTOR shall have control over the content of the website and be able to make changes in content in a timely manner either directly or through its website manager.
 - d. CONTRACTOR shall process Personal Information in the United States and shall not transfer Personal Information across country borders unless expressly authorized in writing by MFN.

- e. If CONTRACTOR collects any information on website users, it shall have a privacy policy available on the website describing how such information will be used. Furthermore, CONTRACTOR agrees to enable appropriate mechanisms to allow users to opt-in and opt-out of tagging and tracking, including but not limited to the provision of accurate disclosures prior to the collection of information, in accordance with applicable laws.
- f. CONTRACTOR agrees to implement appropriate technical and organizational measures and controls to protect Personal information from accidental, unlawful or unauthorized access, use, disclosure, tampering, destruction, or loss. Security measures shall be adequate in relation to the nature of the Personal Information and in relation to the specific risks to individuals presented by the processing of Personal Information. CONTRACTOR will update those measures and controls as needed to remain compliant with then-current industry standard practices.
- g. CONTRACTOR shall flow this clause down to any subcontractors that maintain the referenced website or have access to Personal Information obtained pursuant to this Contract.

1.5 Data Security Breach

- a. CONTRACTOR agrees that it shall notify MFN immediately, but no later than five (5) days, if it becomes aware of an actual or reasonably suspected unauthorized access, use, disclosure, tampering, destruction or loss of Personal Information, including but not limited to accidental or malicious breaches or other incursions into CONTRACTOR'S infrastructure or loss of data, with sufficient detail that MFN is able to notify affected individuals, to allow MFN to take steps to prevent or minimize hardships from such disclosures.
- b. In such an event, CONTRACTOR will provide full and prompt cooperation and support as requested by MFN in investigation and addressing the data breach. CONTRACTOR shall make available key personnel with sufficient knowledge to resolve any data privacy or security issues involving Personal Information, to work with MFN to determine the scope of the incident, to investigate the incident, and to prepare a written summary of the incident and corrective action taken.

1.6 Confidentiality

- a. "Confidential Information" means any non-public, confidential or proprietary information furnished to or obtained by CONTRACTOR, either before or after the date of the Contract, related to or which is reasonably understood to be the proprietary or confidential information of the Disclosing Party, including, without limitation, all Client Information, confidential information associated with or related to the Contract, confidential or nonpublic information concerning any aspect of the work of the Disclosing Party or its affiliates, trade secrets, financial statements, business and marketing plans, business and technical data, pending or threatened litigation, prospective contractual relations, collection, tabulation, and analysis of data, computer programming methods, designs, specifications, plans, drawings and similar materials, programs, software, databases, inventions and works (whether or not eligible for legal protection under patent, trademark,

or copyright laws), research and development, and/or work in progress. Notwithstanding the foregoing, Confidential Information does not include any information which (i) is or was in the public domain at the time communicated to the Receiving Party, or which becomes public through no fault of the Receiving Party; (ii) is or was obtained by the Receiving Party, with permission to disclose, from a third party not subject to a contractual, fiduciary or other duty not to disclose; (iii) has been independently developed by the Receiving Party, as shown by the Receiving Party's documentation; or (iv) was lawfully in the Receiving Party's possession free of any duty to the Disclosing Party before the date of disclosure to the Receiving Party by the Disclosing Party.

- b. "Client Information" means any information provided by a state or federal agency that is funding MFN's work.
- c. Each Party agrees to preserve the confidentiality of all Confidential Information of the other Party that is obtained in performance or connection with this Contract, and shall not, without the prior written consent of the other Party, disclose or make available to any person, or use for its own benefit or that of another person or entity other than as contemplated by this Contract, any Confidential Information of the other Party, subject in all cases to any permitted third party or person being under the same obligations to keep the information confidential as called for in this Contract. These restrictions do not apply to Confidential Information which the Receiving Party (i) is required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) discloses in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if the Receiving Party first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order or move to quash or limit such order; or (iii) discloses with written permission of the Disclosing Party, in compliance with any terms or conditions set by the Disclosing Party regarding such disclosure.

- 1.7** The CONTRACTOR shall comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) regarding access to electronic and information technology.
- 1.8** The CONTRACTOR will ensure equitable access to, and equitable participation in, activities and services by addressing the special needs of program beneficiaries in order to overcome barriers to equitable participation (General Education Provisions Act (GEPA), Section 427).
- 1.9** CONTRACTOR shall notify MFN at least 30 days in advance of any corporate changes that may impact the CONTRACTOR's ability to fulfill the terms of this Contract.



**MARYLAND FAMILY NETWORK
NOTICE OF FEDERAL PASS-THROUGH AWARD**

AWARD PERIOD: July 1, 2022 – June 30, 2023

PROJECT: Community-Based Child Abuse Prevention (CBCAP)

PROVIDER: **County Commissioners of Kent County**
400 High Street
Chestertown, Maryland 21620

VALUE: \$30,000

CONDITIONS:

1. This Federal pass-through award is provided to support child abuse and neglect prevention and early intervention services at the Family Support Center. The goal is to provide prevention-oriented, community-based, voluntary programs that help parents and their children, primarily infants and toddlers, in order to prevent child abuse and neglect and other adverse outcomes for families. This award may be used to support program costs associated with the delivery of the FSC “core services.” Any use of this award that is not consistent with the purpose, as stated above, may, in the unilateral judgment of MFN, be disallowed.
2. The source of funding for this Award is the Federal Community-Based Grant for the Prevention of Child Abuse and Neglect as noted below:

Community-Based Child Abuse Prevention (CBCAP)

Funding Source	CFDA #	Kent County Family Support Center
Federal Award Identification Number: 2102MDBCAP	93.590	30,000.00
Total		30,000.00

3. By accepting this award, PROVIDER certifies that it does and will continue to comply with its current MFN Services Contract Agreement for core FSC funding, except as superseded explicitly by program or fiscal requirements of this award. That compliance includes, especially, the Proposal and Contract Affidavit, and all General Provisions and Conditions (Section IV) of the Services Contract Agreement for core FSC funding, which is incorporated in the conditions of this Federal award.
4. The term of this award is **July 1, 2022, through June 30, 2023**. The provider has the option of submitting monthly invoices or one cumulative invoice due on June 30, 2023. Funds provided through this award must be expended by May 31, 2023.

**Maryland Family Network
Community-Based Child Abuse Prevention Award Agreement**

Signature Page

MARYLAND FAMILY NETWORK, INC.

Laura Weeldreyer, Executive Director

Date

County Commissioners of Kent County

Date

**MARYLAND FAMILY NETWORK, INC.
1001 EASTERN AVENUE, 2ND FLOOR
BALTIMORE, MARYLAND 21202-4364**

PROPOSAL AND CONTRACT AFFIDAVIT

The representations in this Affidavit are material representations of fact relied upon by Maryland Family Network, Inc. in the selection of proposals and the award of contracts and agreements for services. The representations are incorporated as an integral part of any contract or award agreement, and, where the award is funded in whole or in part by governmental funds, misrepresentation may subject the Affiant to penalties beyond those applicable to most private contracts.

A.

AUTHORIZED REPRESENTATIVE, ENTITY TYPE, REGISTRATION AND TAXES

I hereby affirm that I am the (title) _____ and
the duly authorized representative of _____ which is a(n)

CIRCLE ONE (individual/sole proprietor) (corporation) (partnership) (government) and is a

CIRCLE ONE (for profit) (not-for-profit) entity whose

federal tax identification number is _____ **(REQUIRED)**, and that I possess the legal authority to make this Affidavit on behalf of myself and the organization, if any, for which I am acting.

I further affirm that the organization is registered, as applicable, in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, if required, with the Maryland State Department of Assessments and Taxation and the Maryland Secretary of State, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is as follows:

Name: _____

Address: _____

I further affirm that, except as validly contested or exempted, the organization has paid, or has arranged for payment of, all taxes due the U.S. government, the State of Maryland, and any applicable local jurisdiction and has filed all required returns and reports with the U.S. government, the Maryland Comptroller of the Treasury, the State Department of Assessments and Taxation, the Maryland Employment Security Administration, and any applicable local jurisdiction, and has paid all employer payroll taxes and withholding taxes currently due the U.S. government or the State of Maryland.

- B. **ANTIBRIBERY** I further affirm that neither I, nor to the best of my knowledge, information, and belief, the above organization or any of its officers, directors, or any of its employees directly involved in obtaining or performing contracts or fundraising has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of federal law, of Maryland law, or of the law of any other state.
- C. **MEDICARE, MEDICAID PATIENT AND PROGRAM PROTECTION ACT** I further affirm that in reference to the Medicare and Medicaid Patient and Program Protection Act of 1987, Public Law 100-93, at 42USC §1397(d)(a)(9), neither I, nor to the best of my knowledge, information, and belief, the above organization, or any of its officers, directors, or employees has been convicted of or has pleaded nolo contendere to Medicare fraud, or Medicaid fraud, or patient abuse, or has been excluded by the U.S. Secretary of Health and Human Services from participation in the Medicare Program or excluded from any state health program.

- D. OTHER CONVICTIONS I further affirm that neither I, nor, to the best of my knowledge, information, and belief, the above organization, or any of its officers, directors, or any of its employees directly involved in obtaining or performing contracts or fundraising, has
- a) incident to obtaining, attempting to obtain, or performing a public or private contract; been convicted under state or federal statute of a criminal offense, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - b) been convicted of any criminal violation of a state or federal antitrust statute;
 - c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, or the Mail Fraud Act, 18 U.S.C. §1341, for acts arising out of the submission of bids or proposals for a public or private contract;
 - d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c) , or (d) above;
 - f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - g) or admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above.
- E. DEBARMENT AND SUSPENSION I further affirm that
- a) neither I, nor to the best of my knowledge, information, and belief, the above organization, or any of its officers, directors, or any of its employees directly involved in obtaining or performing contracts with public bodies or in fundraising, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity: local, state, or federal;
 - b) the organization 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 the Annotated Code of Maryland or 45CFR Part 76;
 - c) the organization is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity;
 - d) neither I, nor to the best of my knowledge, information, and belief, the above organization, has knowingly entered into a contract under which a person debarred or suspended under the Annotated Code of Maryland or 45CFR Part 76 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.
- F. COLLUSION - I further affirm that neither I, nor to the best of my knowledge, information, and belief, the above organization or any of its officers, directors, or any of its employees directly involved in obtaining this contract has:
- a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the offer that is being submitted;
 - b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the price proposal of the offeror or of any competitor;
 - c) Otherwise taken any action in restraint of free competitive bidding and cost effectiveness in connection with the contract for which the accompanying offer is submitted.
- G. CONTINGENT FEES - I further affirm that the organization has not employed or retained any person, partnership, organization, or other entity, other than a bona fide employee or agent working for the organization, to solicit or secure this award, and that the organization has not paid or agreed to pay any person, partnership, organization, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the award.
- H. LOBBYING - I further affirm that
- a) 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 any legislation establishing or appropriating funds supporting this contract or award;
 - b) No part of any contract or award resulting from this offering shall be used to pay the salary or expenses of the award recipient or any agent acting for such recipient to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or the Maryland State Legislature; and

- c) No costs of attempting to influence any legislation pending before Congress or the Maryland State Legislature shall be charged either as direct or indirect costs to the award.

I. PARTISAN POLITICAL ACTIVITY - I further affirm that

- a) The above organization does not engage in partisan political activities;
b) None of its employees whose principal employment activities are funded in whole or in part, directly or indirectly, with federal, state, or local government funds will engage in political activities prohibited by laws such as the Hatch Act or similar state and local laws and regulations.

J. NONDISCRIMINATION - I further affirm that the above organization does and will comply with all federal, state, and local laws and regulations relating to nondiscrimination and has written policies to that effect which are distributed to all officers, directors, and employees and which are publicly posted for the information of all program participants.

K. CONFLICT OF INTEREST - I further affirm that the above organization has or will establish safeguards to prohibit all officers, directors, and employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or of personal gain.

L. DRUG AND ALCOHOL-FREE WORKPLACE - I further affirm that the above organization does and will comply with all federal, state, and local laws and regulations relating to a drug and alcohol-free workplace and has written policies to that effect which are distributed to all officers, directors, and employees and which are publicly posted. Such laws and regulations include, but are not limited to, the regulations implementing the Drug-Free Workplace Act of 1988 at 45CFR(76)(F).

M. ENVIRONMENTAL TOBACCO SMOKE - I further affirm that the above organization does not and will not permit smoking in any portion of any indoor facility owned or leased or contracted for and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18 and that certification of compliance with PL103-227, the Pro-Children Act of 1994, will be included as a condition of any subcontracts or sub-awards for children's services issued by the organization and funded in whole or in part by funds from Maryland Family Network, Inc.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be included as part of any proposal submitted to Maryland Family Network, Inc., and if the proposal is selected will become part of any contract or agreement between the organization and Maryland Family Network, Inc. I further acknowledge that this Affidavit is subject to the applicable laws of the United States and the State of Maryland, both criminal and civil and that it has been relied upon as a material representation of fact in the process of proposal selection and award determination.

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.

By: _____ Date: _____
(Signature of Authorized Representative and Affiant identified in Section A)

Printed Name of Signer: _____

Witness: _____ Date: _____

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES
SF 424B - ASSURANCES - NON-CONSTRUCTION PROGRAMS**

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB 2 CFR 200 Uniform Guidance "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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 and not more than \$100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

REGARDING COMPLIANCE WITH COMPENSATION WITH COMPENSATION CAP (Level II of the Executive Schedule)

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published on January 31, 1989, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. Workplace identifications must include the actual address of buildings (or parts of the building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios, etc.).

If the workplace identified to the agency changes during the performance of the grant, the grantee should inform the agency of the change(s) to the previously identified workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers, not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will provide a drug-free workplace by doing the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or another designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL 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 program either directly or by pass-through awards from State or local governments or other entities, by Federal grant, contract, loan, or 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 source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Service Contract Agreement for a Family Support Center

By signing this certification, the offeror/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 subawards, which subrecipients shall certify accordingly.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Typed or Printed Name of Certifying Official

Title of Certifying Official

Applicant Organization

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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. 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 followup 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," 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 registrant under the Lobbying Disclosure Act of 1995 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, 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, DC 20503.

MARYLAND FAMILY NETWORK, INC.
1001 EASTERN AVENUE, 2ND FLOOR
BALTIMORE, MARYLAND 21202-4364

WORKERS' COMPENSATION COVERAGE CERTIFICATION

By executing this Agreement with Maryland Family Network, Inc. (MFN), CONTRACTOR might be interpreted to become a *subcontractor* to MFN within the meaning of the Workers' Compensation Law of Maryland. It is a requirement of this Agreement that the CONTRACTOR comply with all applicable Federal, State, and local laws and regulations. Such compliance is the responsibility of the CONTRACTOR, not MFN. Accordingly, the CONTRACTOR must complete this Certification of Workers' Compensation Coverage as a condition for receiving this award from MFN.

Failure to provide the necessary certification to MFN or failure to obtain and maintain in force workers' compensation coverage as required by Maryland law shall be cause for termination of this Agreement. In the case of such failure, any normally allowable cost personnel costs (salaries, wages, benefits, payroll taxes, etc.) previously paid under this Agreement shall immediately be due to and reimbursed to MFN by the CONTRACTOR.

This CERTIFICATION is incorporated as an integral part of any contract agreement with MFN; and, where the contract is funded in whole or in part by government funds, misrepresentation may subject the CONTRACTOR to penalties beyond those applicable to most private contracts.

CERTIFICATE OF COMPLIANCE WITH MARYLAND WORKERS' COMPENSATION LAW

Check the appropriate statements, attach all required documents, and sign below.

- ◇ A CERTIFICATE OF INSURANCE or other appropriate document certifying that the CONTRACTOR has workers' compensation coverage for all its employees providing service under this Agreement with MFN is attached.
- ◇ The CONTRACTOR certifies that it HAS NO EMPLOYEES within the meaning of the Maryland Workers' Compensation Law AND IS SPECIFICALLY EXEMPT from coverage under the Maryland Workers' Compensation Law for the reason checked below:
 - ◇ I am the Officer of a Maryland Close Corporation and/or a Professional or Farm Corporation, I have chosen to be excluded from coverage under the Maryland Workers' Compensation Law, and a copy of my statement requesting exclusion is attached.
 - ◇ I am the sole proprietor or partner of a Maryland business entity and, as permitted by Maryland Law, I have not elected to be covered by workers' compensation.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE ITEMS CHECKED ABOVE AND ATTACHED, IF APPLICABLE, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____ Date: _____
(Signature of Authorized Representative)

EXHIBIT G
ADDITIONAL TERMS AND CONDITIONS FOR UNITED STATES GOVERNMENT-FUNDED
CONTRACT AGREEMENTS

To the extent not set forth in Exhibit E Standard Federal Assurances and Certifications, the following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1. Notes:

- a. "Contract" means Services Contract Agreement executed between Maryland Family Network and County Commissioners of Kent County on July 1, 2022.
- b. "Subcontract" means any contract placed by CONTRACTOR with any third party in the performance of this Contract.
- c. "Subcontractor" means any third party the CONTRACTOR enters into a Subcontract with.

2. Instructions:

- a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below-referenced provisions from/to the CONTRACTOR to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through MFN. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to MFN.
- b. CONTRACTOR shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3. Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts as Stipulated Below in Parenthesizes:

Applicable to All Contracts and Subcontracts:

- a. *Debarment and Suspension (E.O.s 12549 and 12689)* - A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR, by executing this Contract, certifies that it is not presently suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, and that should the CONTRACTOR become suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, the CONTRACTOR shall immediately notify MFN. The Excluded

Parties List System has recently been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

- b. *Prohibition on Contracting for Covered Telecommunications Equipment or Services* – the CONTRACTOR, upon acceptance of the contract certifies its compliance with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216. Contractors and Consultants are prohibited from using funds under this agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). In the event, CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contractor performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report such information to MFN.
- c. *Domestic Preference for Procurements* – Consistent with section 200.322 of Title 2 of the Code of Federal Regulations, CONTRACTOR shall to the extent consistent with law and to the greatest extent practical provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For iron and steel products, “produced in the United States” means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- d. *Compliance with Law* – CONTRACTOR warrants and agrees that all goods and/or services delivered under this Contract shall be produced, sold, and delivered to MFN in compliance with and conforming to all applicable federal, state, and local laws, government and executive orders, rules and regulations, and that the prices of such goods are not in excess of any applicable price established by law or governmental regulation. CONTRACTOR shall furnish to MFN upon request certificates or other evidence showing compliance with this Article. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’s actions pertaining to this Contract.

Applicable for Construction or Repair Contracts and Subcontracts (applicability in **bold text**):

- a. *Equal Employment Opportunity* - **Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3** must include the equal opportunity clause provided under 41 CFR 60-1.4(b),

in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Applicable to Contracts and Subcontracts for Experimental, Developmental, or Research Work

- a. *Rights to Inventions Made Under a Contract or Contract - If the Contract or Subcontracts are for the performance of experimental, developmental, or research work*, the agreement provides for the rights of the Federal Government and the Client in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.



Detention Center
10/11/2022
County Commissioners Meeting

Item Summary:

Promotion of Correctional Officer

ATTACHMENTS:

Description



Jen Cole, Executive Assistant, Department of Social Services
10/11/2022

County Commissioners Meeting

Item Summary:

Social Services Advisory Board

ATTACHMENTS:

Description



Jen Cole, Executive Assistant, Department of Social Services
10/11/2022

County Commissioners Meeting

Item Summary:

Social Services Advisory Board

ATTACHMENTS:

Description



Citizen Interest Forms
10/11/2022
County Commissioners Meeting

Item Summary:

Ethics Commission and Police Accountability Board

ATTACHMENTS:

Description



Citizen Interest Form
10/11/2022
County Commissioners Meeting

Item Summary:

Commission on Aging Board

ATTACHMENTS:

Description



**Procedures For Public Comment
10/11/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

[Press and Public Comments 2022](#)

[10.11.22 Public Comments Sign In Sheet](#)

[10.11.22 Chip McLeod, Attorney Millington Growth Area Planning Workshop](#)

Press and Public Comments

Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

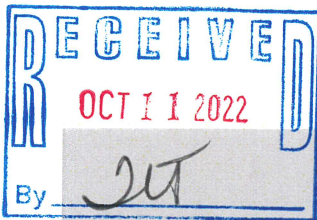
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620

**PUBLIC COMMENTS
SIGN IN SHEET
October 11, 2022**

NAME (please print)	ADDRESS	TOPIC



MILLINGTON GROWTH AREA PLANNING WORKSHOP

Sponsored by Millington Lion's Club

YOU'RE INVITED TO A COMMUNITY OPEN HOUSE!

- *Learn more & ask questions*
- *Review concept plans & provide feedback*
- *Give us your best ideas!*

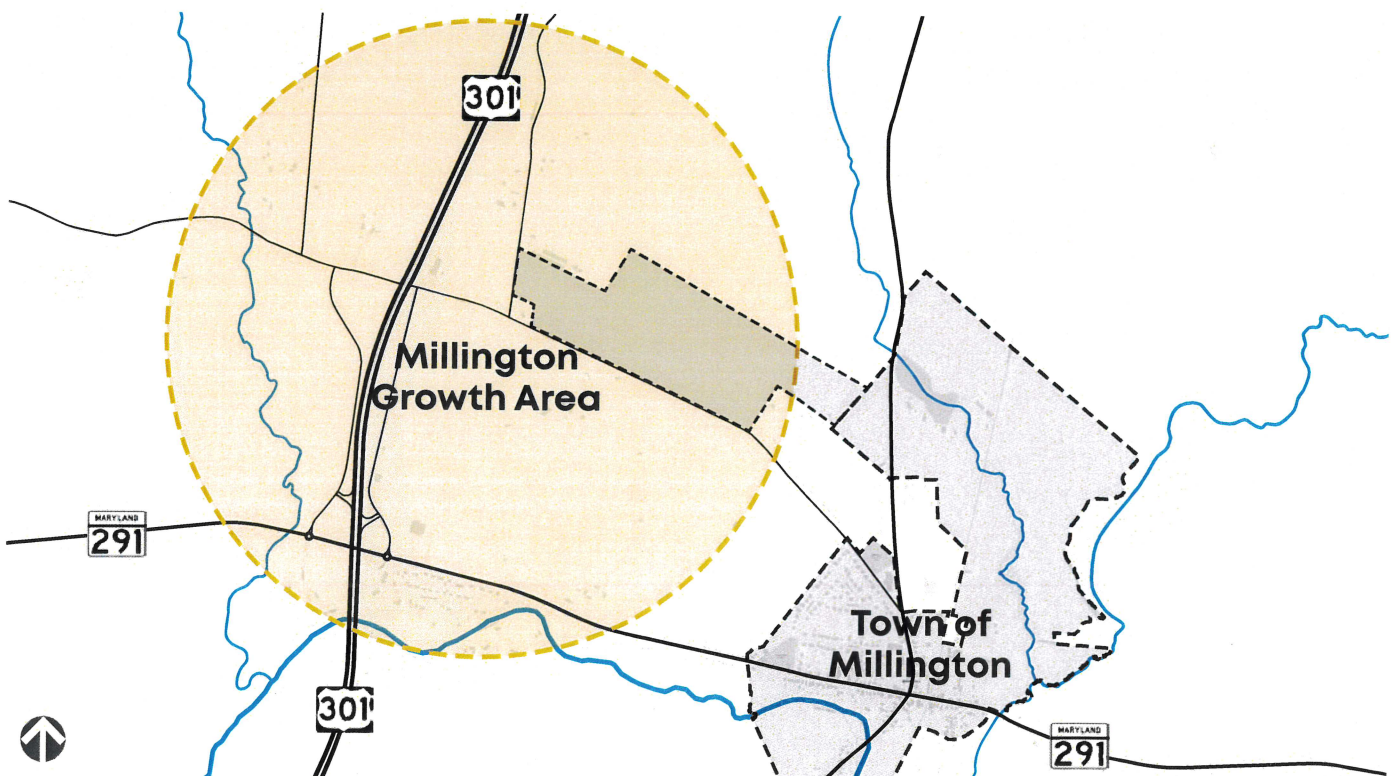
WHERE: Millington Fire House
185 Sassafrass St.
Millington, MD 21651

WHEN: Wednesday October 26th
4:00 - 6:00 PM

The 2018 Kent County Comprehensive Plan designated the area surrounding the Millington interchange of U.S. Route 301 & MD 291 as a **Growth Area**. A group of cooperating property owners surrounding the Millington interchange have been working together and in collaboration with Kent County and the Town of Millington to lay the groundwork for **a coordinated master plan for the Millington Growth Area**.

This master planning process will explore opportunities including:

- Generating economic investment & jobs
- Leveraging Growth Area development for reinvestment in the Town
- Seeking State funding to assist with a new sewer treatment plant
- Improving & expanding parks, recreation & trails
- Creating mixed use zoning for the Growth Area



All members of the public are invited to stop by the Community Open House at your convenience anytime between 4:00 and 6:00 PM on Wednesday October 26th.

**Agenda for
Millington Growth Area Planning Workshop**

October 25-27 at Millington Fire House

Sponsored by Millington Lion's Club

TUESDAY OCTOBER 25 - DAY 1 (afternoon 1:00-5:00 PM)

Opening Session – 1 hour

- Welcome – *Representatives of Lion's Club, Town of Millington & Kent County (5 min.)*
- Introductions – *All attendees (5 min.)*
- Confirm Goals & Outcomes for Charrette – *Chip MacLeod, Esq. and Jim Constantine of LRK, representing Millington Crossing Landowners (5 min.)*
- Overview of History & Vision for Millington Crossing – *Renee Richardson of Richardson Properties Corporation (5 min.)*
- Update on Millington Crossing Planning and Development – *Jim Constantine and Chris Cosenza of LRK, planning consultants representing Millington Crossing Landowners (15 min.)*
 - Land assembly/cooperating landowners/base information
 - Past planning studies
 - Mixed-Use zoning ordinances
 - Current development proposals
- Infrastructure Update – *Mike Moulds, P.E., Director of Kent County Public Works Development to be invited (5 min.)*
- County Economic Development Update – *Jamie Williams, CECD, Director of Kent County Economic and Tourism Development to be invited (5 min.)*

- Infrastructure – *Mike Moulds, P.E., Director of Kent County Public Works Development to be invited as facilitator*
 - Optimizing a new wastewater treatment plant with development in the Millington Growth Area
 - Transitioning/decommissioning service from the existing Millington Wastewater Facility
 - Insights and Lessons Learned from the Galena Wastewater Treatment Plant – *John Carroll, Mayor of Galena*
 - Circulation/street network connectivity in the Millington Growth Area
 - Stormwater management in the Millington Growth Area
 - Streetscape design standards & pedestrian/bicycle facilities

Full Group Summary of Day 1 Findings – 30 minutes

- Review ideas/findings from Concept Master Planning Work Session & Focus Groups

WEDNESDAY OCTOBER 26 - DAY 2

Concurrent Breakout Sessions – 3 hours

- Concept Master Planning Work Session - *Facilitated by Jim Constantine and Chris Cosenza of LRK, planning consultants representing Millington Crossing Landowners*
 - Framework-level planning studies – extent of planning from Mills Branch corridor at the west, including the Route 301 corridor, and encompassing the Town of Millington at the east
 - Major streets & vehicular connectivity
 - Pedestrian and bicycle circulation network including trails
 - Block level land use alternatives
 - Parks, recreation & trail system
 - Community facilities
 - Sketches & key area plans as needed
- Needs & Opportunities Focus Groups - continue sessions if needed

Outline Next Step “Action Items” for Landowners, County & Town – 30 minutes

- Outline “Action Items” for Landowners, County & Town
- List steps in process, target schedule & responsible parties
- Identify outstanding issues & information needed

Implementation: Mixed-Use Zoning Overview – 1 hour

- Overview of existing zoning in the Millington Crossing/interchange area – *Jim Constantine and Chris Cosenza of LRK, planning consultants representing Millington Crossing Landowners (10 min.)*
 - Identify challenges & constraints of existing zoning
- Relationship of Critical Areas & Growth Allocation to existing zoning & development potential in the Millington Growth Area – *Kevin Shearon, DMS Associates, consultants representing Millington Crossing Landowners (15 min.)*
- Mixed-Use Zoning for the Route 301 Growth Area identified in Kent County Comprehensive Plan Update – *William Mackey, Director of Kent County Planning, Housing, and Zoning to be invited (10 min.)*
- Planning & zoning relationship of the Millington Crossing/interchange area with the Town of Millington – *Peter Johnstone, Planning Consultant for Town of Millington to be invited (10 min.)*
- Case studies of mixed-use planning and zoning – *Jim Constantine and Chris Cosenza of LRK, planning consultants representing Millington Crossing Landowners (15 min.)*

Full Group Discussion & Brainstorming – 30 minutes

- Optimizing Opportunities & Overcoming Challenges for Mixed-Use Zoning of the Millington Crossing/interchange area



Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce
10/11/2022
County Commissioners Meeting

Item Summary:

Re-allocation of Maryland State Ceiling Private Activity Bond

ATTACHMENTS:

Description

[10.11.22 Andy Fish, Senior Director, Office of Finance Programs Bond_ReAllocation_Letters_KENT_COUNTY_MASON_REVISED_Oct_2022](#)



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
R. Michael Gill | Secretary of Commerce
Signe Pringle | Deputy Secretary of Commerce

September 30, 2022

The Honorable P. Thomas Mason
President
Board of County Commissioners of Kent County
Kent County Government Center
400 High Street,
Chestertown, Maryland 21620

SUBJECT: Re-allocation of Maryland State Ceiling

Dear Commissioner Mason:

Effective January 1st of each year the Department of Commerce (the "Department") notifies each jurisdiction of their share of the Private Activity Bond allocation pursuant to Section 13-805 of the Financial Institutions Article of the Annotated Code of Maryland. On October 1st, all unused allocation reverts back to the Department where it is pooled in the Secretary's Reserve and available for re-allocation until the December 31st expiration.

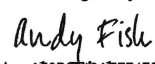
Based upon issuance reports to the Department, the remaining unused amount of the Maryland State Ceiling for Private Activity Bonds in 2022 reverting to the Secretary's Reserve is \$271,265,676. Additionally, unused housing allocation transferred to the Community Development Administration (the "CDA") is \$391,898,515. See the attached exhibit A.

Requests for re-allocation from the Secretary's Reserve should be submitted to the Department and for housing to the CDA in accordance with Section 13-801 et. seq. of the Financial Institutions Article of the Annotated Code.

Should you have questions regarding the allocation, please contact Rahel Kidane at 410-767-6357 or by e-mail at rahel.kidane@maryland.gov.

Sincerely,

DocuSigned by:


Andy Fish

Senior Director, Office of Finance Programs

Enclosure

cc: Jamie Williams, Economic Development Coordinator
Kent County Government



**American Rescue Plan Act (ARPA) Funds Spend Plan
10/11/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

[10-4-2022 ARPA Fund Commissioner Report](#)

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
10/4/2022**

Project	Department	Project Estimate	Date Approved	Amount Approved
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000
Clariflocculator Replacement Project Cng Ord #1		2,817	01/11/22	2,817
Clariflocculator Replacement Project Cng Ord #2		90,642	01/11/22	90,642
AV System	Information Technology	67,429	10/26/21	67,429
IT Software	Information Technology	27,095	10/26/21	27,095
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065
Millington/RT301 Wastewater Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500
Tolchester Wastewater-design svcs influent screen	Water & Wastewater Fund	52,910	02/08/22	52,910
Worton WWTP influent lagoon enginer design & bid services	Water & Wastewater Fund	32,981	03/22/22	32,981
Worton and Kennedyville GIS mapping of water & sewer systems to control I/I and future system maintenance	Water & Wastewater Fund	75,770	9/27/2022	75,770
Kennedyville wastewater pump station no 2-design and relocation	Water & Wastewater Fund	52,338	9/27/2022	52,338
RT 301 corridor sewer system capacity study-determine if there is available capacity to serve additional development	Water & Wastewater Fund	9,500	9/27/2022	9,500
Tolchester WWTP-bid phase and construction management services-replacement of the solids screening equipment	Water & Wastewater Fund	35,735	9/27/2022	35,735
Total Amount of Funds Committed		\$ 1,483,011		\$ 1,483,011
Amount of ARPA Funds		3,766,777		3,766,777
Balance of ARPA Funds Remaining		\$ 2,283,766		\$ 2,283,766



**Contingency and Use of Fund Balance Report
10/11/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

[10-4-2022 Commissioner Report Contingency](#)

[illegible]