

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

September 14, 2021

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Building is Open for In-Person Attendance of Dial 1-872-239-8359 and enter Conference ID 407 769 511#

Consent Items

#1 - Regular Session Minutes, September 7, 2021

#2 - Liquor Minutes, September 7, 2021

Special Class C Licenses

Betterton Volunteer Fire Company, Beer Only, September 18, 2021

Recognition

Chestertown Lions Club, Kent County Commission on Aging, and Maryland Responds
Medical Reserve Corp

Recognition of COVID Response Volunteers

Proclamation

Wayne Darrell, Director, and Ginger Gregg, Emergency Planner, Emergency Services
National Preparedness Month
"Prepare To Protect"

Appointments

John Carroll, Mayor, and Justinian Dispenza, Council Member, Town of Galena
Galena's Walkable Sidewalks and Footpaths

Jo Manning, Town Administrator, Town of Millington
Former Millington Elementary School

Human Resources Director

Parks and Recreation
Administrative Specialist I Vacancy

Departmental Appointments

Herbert Dennis, Warden, Detention Center
Correct RX Pharmacy Services Renewal Contract
Lisa Mazingo, Director, Kent Family Center
Maryland Family Network Services Contract Agreement

County Administrator Report

Kelleys Park Road, Rock Hall, MD Property Settlement

Sale of Property
Claude. J. Morales, Mayor, Town of Millington
In-Kind Response Letter

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359
and enter Conference ID 407 769 511#

Procedures for Public Comment

For Your Information

Leatrice Williams, Administrative Aide, Maryland Public Service Commission
Morgnec Road Solar, LLC

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



**#1 - Regular Session Minutes, September 7, 2021
9/14/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, September 7, 2021
9/14/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**Betterton Volunteer Fire Company, Beer Only, September 18, 2021
9/14/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4732 Betterton Volunteer Fire Company, Application

4732

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: ☒ **Beer** ☐ **Beer and Wine** ☐ **Beer, Wine, and Liquor**

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Betherton Volunteer Fire Co. / ~~American Legion Post 246~~

Address 2 Howell Point Rd Betherton MD 21610

Type of Function fundraiser

Location of Function Betherton Beach

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? no Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) 09/18/2021.
Begin at: 14:00 End at: 18:00 and the applicant tenders herewith the sum of (\$ 5 Per Diem) (\$ 5)
in payment for the license.

Please Select One:

☒ **Pick Up**

☐ **Mail Permit (will be mailed to above address)**

9. Applicants

(1) LOUIS F MANCUSO JR 702 Ericsson Ave Betterton MD 21610
Name Residence
36 years member (410) 708 4618 Louis Mancuso
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 7th day of September, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Louis Mancuso the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

KIMBERLY L. MONTTOOTH
NOTARY PUBLIC
KENT COUNTY
MARYLAND

WITNESS my hand and official seal.

K Montooth

My Commission Expires 08-12-2023

(SEAL)

(2) BRUCE W. OWENS 305 ERICSSON AVE. BETTERTON MD 21610
Name Residence
59 yrs MEMBER 410 708 7485 Bruce W. Owens
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 7th day of September, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Bruce Owens the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

KIMBERLY L. MONTTOOTH
NOTARY PUBLIC
KENT COUNTY
MARYLAND

WITNESS my hand and official seal.

K Montooth

My Commission Expires 08-12-2023

(SEAL)

(3) Walter R Campbell 13740 Clark Rd Worton MD 21678
Name Residence
60 yrs President 410-699-1091 Walt R
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 7th day of September, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Walter Campbell the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

KIMBERLY L. MONTTOOTH
NOTARY PUBLIC
KENT COUNTY
MARYLAND (SEAL)

WITNESS my hand and official seal.

K Montooth

My Commission Expires 08-12-2023

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

A Collins

Signature (s)

Amanda Collins

Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 7th day of September, 2021,

before the subscriber, a Notary of the State of Maryland, personally appeared Amanda Collins

and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

Kim Montooth

(SEAL)

KIMBERLY L. MONTTOOTH
NOTARY PUBLIC
KENT COUNTY
MARYLAND

My Commission Expires 08-12-2023

Annotated Code of Maryland, ALCOHOLIC BEVERAGES
Current through 2020 Regular Session

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

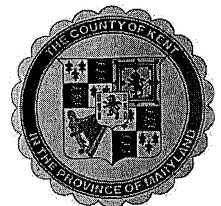
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Betterton Volunteer Fire Co.

Address 2 Howell Point Rd Betterton MD 21610

Name Amanda Collins Phone # (410) 708-1800
(Please Print)

A Collins Date 09/02/2021
(Signature)



Contract



Kent County Parks and Recreation PHONE:(410) 778-1948
11041 Worton Road FAX:(410) 778-4602
P.O.Box 67 EMAIL:info@kentparksandrec.org
Worton, MD 21678

Contract # R2519

Status: Approved

Date: Aug 11, 2021 10:18 AM

Disclaimers

- I understand it is my responsibility to follow Community Center General Policies and Building Rental Policies as "Contractor" and pledge to thoroughly review these policies prior to my scheduled use of the facilities.
- I am at least 21 years of age and understand I may be requested to provide Department personnel with valid identification at the start of the permitted activity which will be kept in the department's possession during the duration of the activity and may be copied for their records.
- I understand I must be on-site, with the signed and approved Rental Contract for the duration of the permitted activity.
- I understand that alcohol, tobacco, controlled or illegal substances are strictly prohibited on County Property. Alcoholic beverages are strictly prohibited without prior receipt (and proof of receipt) of county approved Alcoholic Beverage License.
- The contract holder is responsible for all guests who attend the event and for maintaining orderly conduct among all persons attending the permitted activity.
- The contract holder is responsible for making sure that all guests remain in the contract specified area of the facility, other than to use the restroom, during the duration of the rental.
- Inappropriate or indecent conduct, harassment and/or language is strictly prohibited.
- Anything rented or acquired from an outside vendor/company/business must have prior approval from KCPR and may require proof of liability insurance from said vendor/company/business. Failure to obtain approval of proof of insurance may result in denial of rental request and or forfeiture of security deposit.
- All areas and facilities are off limits after dark with the exception of scheduled events in lighted areas.
- Trash Removal: The department will hold the contract holder responsible for the removal of all paper, cans, food, etc. used or deposited during the event. Refuse must be in trash bags and placed inside or next to waste receptacles. Failure to comply with this will result in forfeiture of contract holders \$150 security deposit.
- I am responsible for removing garbage from all trash cans filled as a result of the rental. All garbage must be deposited into the dumpster on site at the rear of the building.
- Kitchen Rental (if applicable): Kent County Parks and Recreation does not provide cleaning supplied (cloths, soaps, cleanser, etc.) to clean the kitchen after the rental. Cleaning supplies are the responsibility of the contract holder.
- Parking shall be in designated areas only.
- Parking or driving on turf or unauthorized areas is prohibited.
- The contract holder is not permitted to collect admission fees, or to sell any merchandise, articles or things, including food and beverages, without a permit specifically authorizing such activity.
- Cancellations must be made to the administrative office by the contract holder, during normal business hours, at least 7 calendar days prior to the event to qualify for a full rental refund minus a \$5.00 service fee. Failure to do so will result in the forfeiture of 50% of the rental fee.
- I am responsible for the repair or replacement of any damage incurred to the facility or its contents during the permitted activity and cleanup of the area utilized. I understand that my deposit may be retained to cover these costs and that I will be billed if the costs exceed the \$150 deposit.
- The security deposit refund (if applicable) will be processed within two or three weeks following the rental.
- As a condition of my rental, I am required to sign an agreement indemnifying and holding Kent County, its elected officials, employees, and other workers harmless from and against all loss, costs, expense, damage liabilities, or claims, etc.
- I understand that a \$150 security deposit is required at the time of the application submission. The security deposit will be refunded within three weeks of the event, unless the pavilion and grounds were not returned to their original condition or damage has occurred. Should the pavilion and/or grounds be damaged or require pick-up litter, the security deposit will be retained by Kent County Parks and Recreation and any labor and repair expenses above and beyond the \$150 security deposit will be billed to the contract holder. These expenses must be paid in full within thirty (30) days of the rental date or Kent County Parks and Recreation will begin collection proceedings against the contract holder and preclude the contract holder from future park and/or pavilion rentals.

- I understand that Kent County Parks and Recreation, Kent County Government, its elected officials and employees are absolved of all responsibility and liability for any damage, injury, or loss sustained by person or property as a result of the user's negligence or that of any member in their group.
- The Rules and Regulations are not all inclusive and I must refer to the Community Center General Policies and Rental Use Policies that pertain to specific rental for the policies in their entirety.
- Depending upon the type and size of my rental; I may be required to furnish a valid copy of a Certificate of Liability Insurance for myself or my organization prior to final contract approval. If I or my organization does not currently possess Liability Insurance, the Department of Parks and Recreation will provide information for a company that offers Liability Insurance, which may be purchased at my or my organization's expense. I further understand that the level of risk of injury will be assessed to determine if I will be required to add Kent County as an added insured for the duration of the rental.
- I understand that in accordance with the requirements of the Special Event Recycling Program (SERP), should my rental expect to have 200 or more persons in attendance, and serve food or drink, I am required to, at my own cost, provide recycling for the following items: cardboard; glass containers; plastic containers; paper; metal containers; food scraps. I acknowledge that in addition to providing recycling receptacles for recycled items, it is my responsibility to ensure the collection of all recycled materials from the rental site. Guidelines attached.
- Kent County Parks and Recreation reserves the right to cancel any contract.

Weather/Closure Cancellation Notifications – Closures/Cancellations/Updates Notification Method – Rainout Line Platform

In the event the rented facility is closed on the day of the rental for weather or another reason, KCPR does not make individual contact to contract holders for Community Center building, athletic field, park pavilion or swimming pool closings/changes/updates on the day of a scheduled rental or in general.

Contract holders must sign up to receive notification alerts through our exclusive weather/other closures/updates notification method. The Rainout Line platform pushes updates out via text message, email, Facebook and our website. An app is available to download on smart devices and a traditional call-in hotline (410-429-1401) is also available. Users select the method they would like to receive alerts by signing up from our rainout line page – <https://rainoutline.com/search/dnls/4104291401>. From there, users can easily select one or more methods to receive alerts (left menu of page). Once signed up, individual alerts can be selected to be received by facility or receive them all – it's completely up to the user. *Text messages are limited to 140 characters so the full message may not be displayed, and another method must be used to see the full alert.

I acknowledge and agree to the above regulations.

By signing below, the contract holder certifies that:

- You have received the Special Events Recycling Program Fact Sheet;
- Recycling will be provided in accordance with the requirements of Special Events Recycling Program.
- The contract holder will recycle (check all that apply)

☒ Cardboard
☒ Glass Containers
☒ Metal Containers
☒ Plastic Containers
☐ Paper
☐ Food Scraps

Recycling will be performed by Legion 1 Fire Company

Materials will be delivered to Receptacles @ Parks & Rec Maint. building

- Terms & Conditions: This agreement, when signed by the applicant and a representative of the Kent County Parks and Recreation Department, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Kent County Parks and Recreation Department rules and regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid within 7 calendar days after notification of availability. Deposits will be returned only in the case of

conditions which force the cancellation of the event. The Kent County Parks and Recreation Department agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.

Customer Name Jason Miller - 13388
 Customer Type General
 Mailing Address P.O. Box 81
 Worton, MD 21678

Home Phone Number (410) 490-2550
 Email Address sal246betterton@gmail.com

System User Tonya Thomas

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Bluegrass & Brews Fundraiser

1 resource(s) 1 booking(s) Subtotal: \$0.00

Event Notes:

Fees are waived for this event due to the lack of fundraisers in 2020/2021 due to COVID. Future reservation will be charged according to the fee schedule, TLT

This event is a partnership between Sons of the American Legion and Betterton Volunteer Fire Company.

The entire area including the bath houses will be thoroughly monitored, cleaned and all trash will be removed prior to the parties departing the area.

Kent County Sheriff's Office has been notified by the event hosts.

All vendors will set up in the grass area.

Sons of the American Legion and Betterton Volunteer Fire Company will obtain an alcohol permit through the Kent County Commissioners Office for beer and wine to be sold during the event.

Approximately 300 people in attendance.

Booking Summary

Betterton Beach Pavilion (Private Party Pavilion)

Center: Betterton Beach

START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX
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START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX
Sep 18, 2021	11:00 AM	Sep 18, 2021	7:00 PM	120	\$0.00

SPECIAL EVENT RECYCLING FACT SHEET

What are My Responsibilities Under the Special Events Recycling Program (SERP)?

Under Maryland Law, special event organizers are responsible for providing recycling at special events that meet the following three criteria:

1. Includes temporary or periodic use of a public street, publicly owned site or facility, or public park;
2. Serves food or drink; and
3. Is expected to have 200 or more persons in attendance.

You are responsible for providing and placing recycling receptacles adjacent to each trash receptacle at the event (except if already existing on site). Recycling receptacles must be clearly distinguished from trash receptacles by color or signage. You must ensure that the recyclables are collected and delivered for recycling. Finally, you are responsible for any costs and labor to carry out the recycling program at your event.

Which Materials Must be Recycled?

You must provide for recycling of at least plastic containers, metal containers, glass containers, and paper. If you will be serving food at the event, you must assess the availability of recycling service for food scraps, and if available, provide it. Note that you must provide separate collection bins for food scraps and other recyclables if food scraps collection will be provided. Edible surplus food may also be donated.

What Steps Should I Take Before the Event?

1. Obtain any required permits, licenses, and/or reservations required for the event.
2. Think about the waste stream that will be generated at the event. Can the quantity of waste generated at the event be reduced? For example, water and condiments may be served from bulk containers rather than in packets or plastic bottles; printed handouts and other materials may be double-sided.
3. Determine which materials will be accepted for recycling and assess availability of food recycling.
4. Contract with a recycling hauler for recycling. Be sure to ask about accepted and prohibited materials and the pickup timing and locations. Infinity Recycling provides event recycling -- 410-928-3333
5. Visit the event venue and determine the number and location of trash receptacles.
6. Purchase or rent recycling receptacles for placement adjacent to all trash receptacles and deliver the recyclables to a Kent County recycling drop-off center. Free/printable images for signage are available here: <http://www.recycleninnesota.org/resources-6/free-signs-a-images>
7. Train staff that will be involved in the recycling program. Establish who is responsible for emptying recycling bins and when.

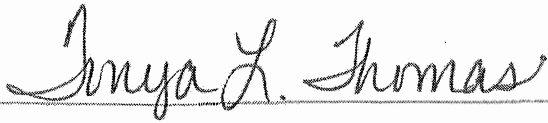
Where Can I Find More Information?

For more information and assistance in setting up the recycling program, please contact the Kent County Environmental Operations Department at 410-778-7439 and the manager of the event venue.

Helpful link:

- EPA's "Recycle on the Go" Website: <http://www.epa.gov/epawaste/conservation/tools/rogo/index.htm>

X:



Date:

8/11/21

Kent County Parks and Recreation

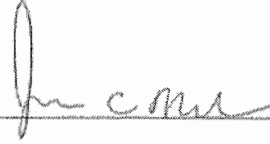
Mailing Address: 11041 Worton Road, P.O.Box 67, Worton, MD
21678

Phone Number: (410) 778-1948

Fax Number: (410) 778-4602

Email Address: info@kentparksandrec.org

X:



Date:

8/11/21

Jason Miller

Customer ID: 13388

Mailing Address: P.O. Box 81, Worton, MD
21678

Home Phone Number: (410) 490-2550

Email Address: sai246betterton@gmail.com



**Chestertown Lions Club, Kent County Commission on Aging, and
Maryland Responds Medical Reserve Corp
9/14/2021
County Commissioners Meeting**

Item Summary:

Recognition of COVID Response Volunteers

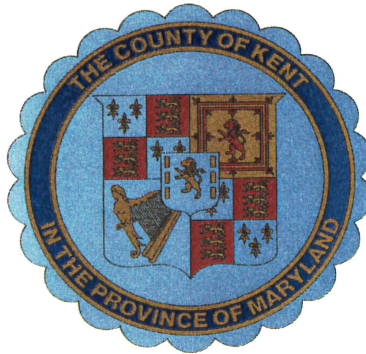
ATTACHMENTS:

Description

09.14.21 Chestertown Lions Club, Certificate of Recognition

09.14.21 Kent County Commission on Aging, Certificate of Recognition

09.14.21 Maryland Responds Medical Reserve Corps, Certificate of Recognition



Certificate of Recognition

In grateful recognition of your outstanding service and commitment to the Kent County community during the COVID-19 response, this certificate is awarded to

The Chestertown Lions Club

We, the County Commissioners of Kent County, thank you for the invaluable time and energy you put forward in making our COVID-19 vaccination process a success.

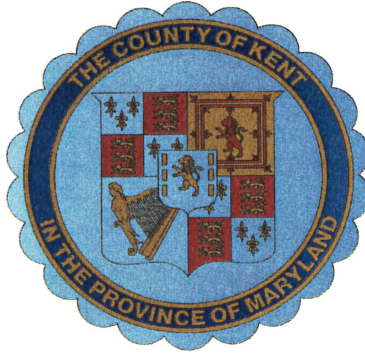
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason
P. Thomas Mason, President

Ronnie Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member

September 14, 2021



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Kent County Commission on Aging

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

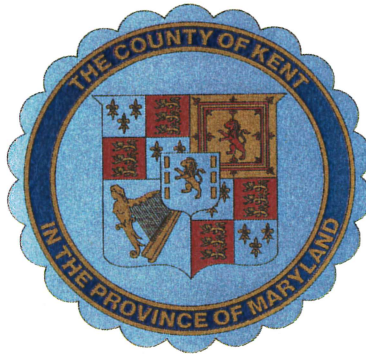
Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

September 14, 2021



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Maryland Responds Medical Reserve Corps

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

September 14, 2021



**Wayne Darrell, Director, and Ginger Gregg, Emergency Planner,
Emergency Services**

9/14/2021

County Commissioners Meeting

Item Summary:

National Preparedness Month

"Prepare To Protect"

ATTACHMENTS:

Description

09.14.21 Proclamation, National Preparedness Month

Kent County, Maryland



Proclamation

NATIONAL PREPAREDNESS MONTH

"Prepare to Protect"

- WHEREAS,** National Preparedness Month, has occurred annually in September since September 11, 2001, it creates an ideal opportunity for every Kent County resident to join citizens across the United States in preparing their homes, businesses, and communities for any type of emergency, including natural disasters and man-made disasters; and
- WHEREAS,** Planning now, before a disaster occurs, is the best way to improve community recovery from disasters; and
- WHEREAS,** When individuals take responsibility for preparing their families and their communities, the chance of survival and return to normalcy following a disaster is greatly increased; and
- WHEREAS,** The Kent County Office of Emergency Services partners with federal, state, local, tribal, territorial, private, and volunteer agencies to educate individuals on local hazards and how to prepare for them; and
- WHEREAS,** All residents of Kent County, Maryland are urged to plan ahead for disasters and encourage their family and their friends to also do so by participating in neighborhood preparedness activities, registering their contact information in the CodeRED mass notification system, and visiting the County's preparedness campaign social media outlets.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland, do hereby support the Nation in proclaiming September 2021 as National Preparedness Month, and call on all government agencies, private organizations, businesses, and the people of Kent County to develop their own emergency preparedness plan, and work together toward creating a stronger, more resilient community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

September 14, 2021



**John Carroll, Mayor, and Justinian Dispenza, Council Member, Town of
Galena
9/14/2021
County Commissioners Meeting**

Item Summary:

Galena's Walkable Sidewalks and Footpaths

ATTACHMENTS:

Description

09.14.21 John T. Carroll, Mayor, Town of Galena, Sidewalks and Footpaths

Connectivity throughout Galena & Beyond (1)

Phase 1 Olivet Hill, Town of Galena Footpath

Phase 2 Toal Park, Town of Galena Footpath

Phase 3 Georgetown, Town of Galena Footpath

Phase 4 Galena's Future Connection, Town of Galena Footpath

John T. Carroll, Jr.
Mayor
John W. Duhamell, Jr.
Council Member
Sarah E. Merrell
Council Member
Justinian M. Dispenza.
Council Member
Tyler J. Carpenter
Council Member



Warren S. Walters
Maintenance & Facilities Coordinator
Kathleen A. Billmire
Grants & Zoning Coordinator
Barbara A. Shaw
Treasurer & HR Coordinator
Audrey M. Erschen
Town Clerk
Thomas N. Yeager
Attorney

Mayor and Council of Galena
101 S. Main Street, Galena, Maryland 21635
Telephone 410-648-5151 Fax 410-648-6937
Website: www.townofgalena.com E-mail: info@townofgalena.com

September 14, 2021

Kent County Commissioners
400 High Street
Chestertown, MD 21620

RE: Connecting Galena's Walkable Sidewalks & Footpaths to Local Communities

Dear Commissioners:

On Monday, August 2, 2021, the Mayor and Council of Galena voted unanimously to support the creating of an inclusive trail system to connect the communities of Olivet Hill, the Town of Galena Parks and walking paths, and the Village of Georgetown to serve our plan to create a walkable community for residents, visitors/tourist, and members of a traditionally underserved neighborhood.

The Galena Park and Tree Committee also supports this venture as a "Walkable Galena and Beyond" project noting the importance of connecting our communities for the benefit of nature connectedness, business resilience, and resident health and wellness. With the Commission's support, as well as the Maryland State Highway Administration (SHA), we can create a valuable community asset that not only stands out in its own rights but connects into a large plan for building out walking paths and trails throughout Galena and beyond.

We ask for your support and participation in this important project.

Sincerely,

Mayor John T. Carroll, Jr.
Council Member Justinian Dispenza

Georgetown

Twins Place

N Main St

S Main St

Maryland State Route 290

213

13

Phase 1 – Olivet Hill

Distance 1637 ft

East Cross Rd (Rt 290) to Olivet Hill
RdWalk-ability to Galena for work,
shopping, and health

Connection to Galena Fire Department

Walking to events safe and accessible

Olivet Penecostal
Church of Love

Google Earth

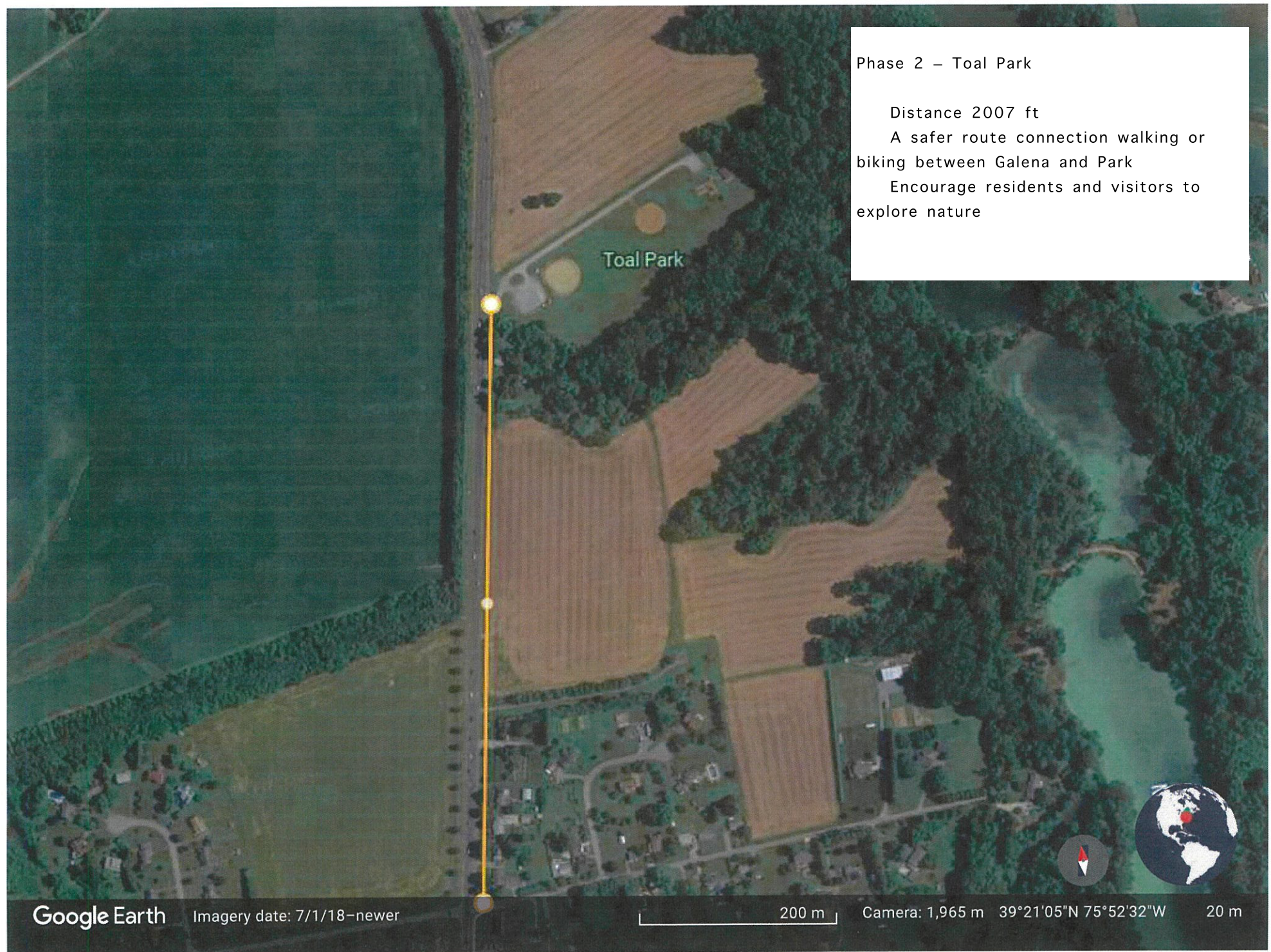
Imagery date: 7/1/18–newer

100 m

Camera: 1,384 m

39°20'32"N 75°52'18"W

20 m



Phase 2 – Toal Park

Distance 2007 ft

A safer route connection walking or biking between Galena and Park

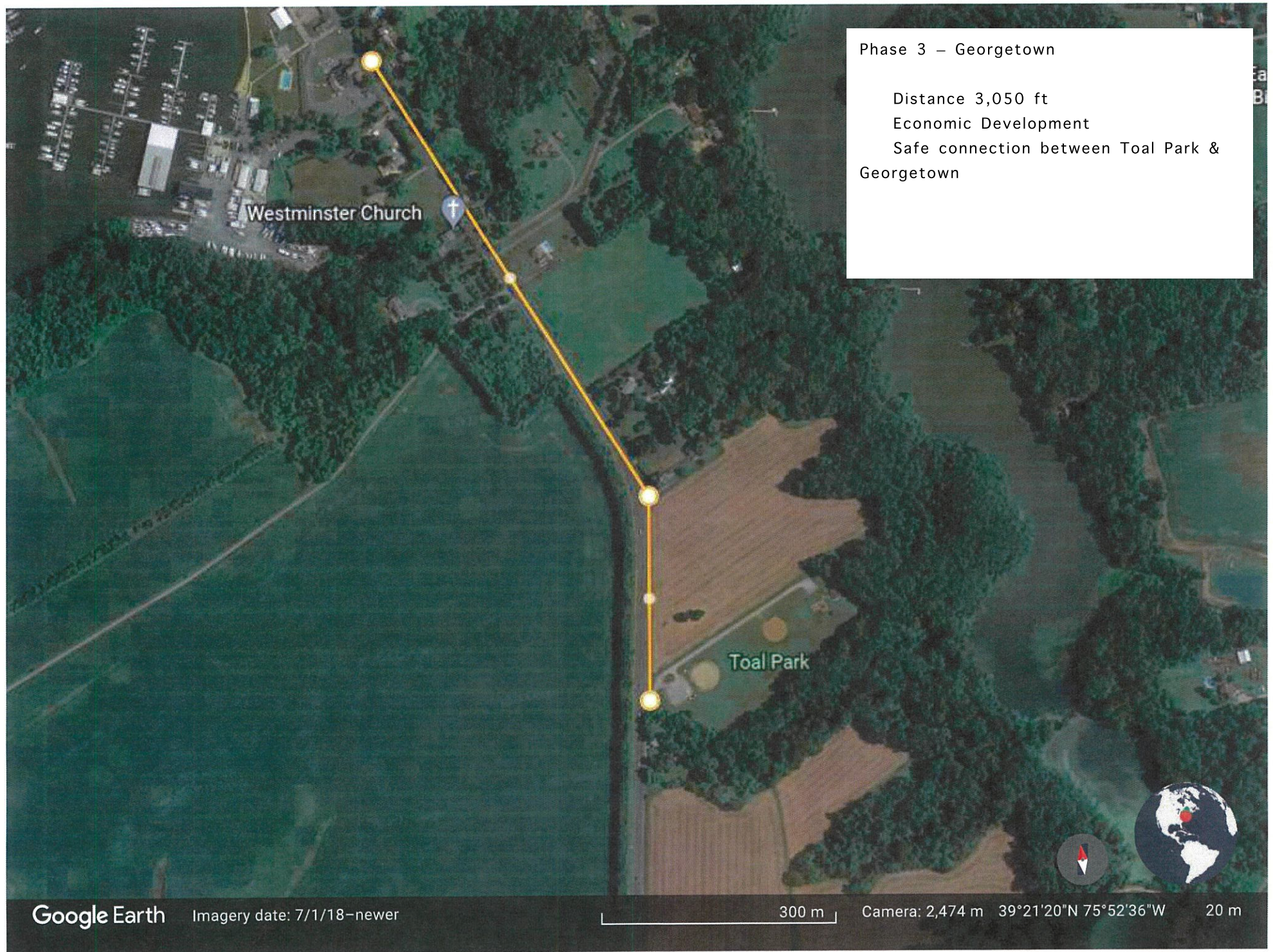
Encourage residents and visitors to explore nature

Google Earth

Imagery date: 7/1/18–newer

200 m

Camera: 1,965 m 39°21'05"N 75°52'32"W 20 m



Phase 4 –
Town of Galena future
connections from the Elementary
School walking path, Gateway Park
and Community Park

Distance 3867 ft

Galena Elementary
School

Olivet United
Methodist Church

Google Earth

Imagery date: 7/1/18–newer

100 m

Camera: 1,309 m 39°20'24"N 75°52'45"W 20 m



Jo Manning, Town Administrator, Town of Millington
9/14/2021
County Commissioners Meeting

Item Summary:

Former Millington Elementary School

ATTACHMENTS:

Description

09.14.21 Elizabeth Jo Manning, Town Administrator, Town of Millington, Former Millington Elementary School, 172 Sassafras Street, Property Transfer Request

09.14.21 Elizabeth Jo Manning, Town Administrator, Town of Millington, 172 Sassafras Street, Former Millington Elementary School Project Plan

09.14.21 Elizabeth Jo Manning, Town Administrator, Town of Millington, Blueprint of Intended Purposes for the Former Millington Elementary School, Property Transfer Proposal

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

Phone: (410) 928-3880 Fax: (410) 928-5764

E-Mail: Millington@atlanticbbn.net

Website: millingtonmd.us

September 9, 2021

Kent County Commissioners
400 High Street
Millington, MD 21651

Re: Former Millington Elementary School property
172 Sassafras Street, Millington

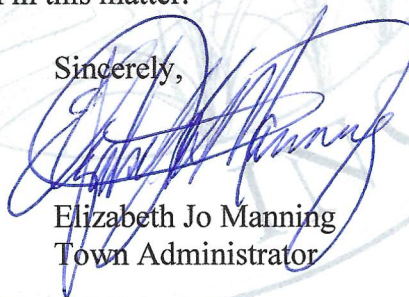
Honorable Kent County Commissioners:

The Town of Millington would like request Kent County Commissioners to consider the transference of ownership of 172 Sassafras Street, the former Millington Elementary School, to the Town of Millington. In addition to this property transfer, we would like to request the annexation of this property into the Town's boundaries. Attached is documentation regarding this proposed project.

Over the past few years, we have partnered with Home Partnership of Cecil County, Inc. to design and build a Senior Housing facility. Unfortunately, our request for funding through the State of Maryland has been denied. Their explanation of the denial is our project is too small; we need to increase the number of units to be built and services to be provided to area residents. This property would allow an increase in potential services and units to allow this project to move forward.

Thank you for your consideration in this matter.

Sincerely,



Elizabeth Jo Manning
Town Administrator

Claude J Morales, Jr., Mayor

Kevin Hemstock, Council

Michelle Holland, Council

Jason E. Manning, Council

Wayne Starkey, Council

172 SASSAFRAS STREET
MILLINGTON, MD
(FORMERLY MILLINGTON ELEMENTARY SCHOOL)

The Town of Millington would like to transform the former Millington Elementary School building and property into a Community Center assessable by residents in Kent County as well as residents in northern Queen Anne's County. Many residents do not have the means to travel to Chestertown or Centreville for needed services; this would allow agencies to provide these services on a limited basis in a location easier accessible to these residents. These services would include:

- Conversion of the existing cafeteria/kitchen area to a Food Bank facility – the current Food Bank is located in limited space in the Asbury Church in Millington; currently the Food Bank is opened every Monday with current distribution to an average of 100 families per month with approximately 75,000 lbs. of food and personal products. In addition to this service; the Food Bank hosts a monthly food giveaway to all Maryland residents providing an average of 10,000 lbs. of food product to approximately 150 families. Current programs offered by the Food Bank are Food Pantry, Retail Pickup, CSFP (low income for Seniors only), and Emergency Food Pantry. These programs offer canned food, dried food, frozen meat, eggs, fresh fruit and vegetables, bread, water/juice/shelf stable milk, cereal, and personal toiletries. The current space at the Church is not large enough to maintain the storage and the activity from the various programs. A larger space would allow a greater number of families to be served and allow for new programs to be implemented. Through a partnership with USDA Cooperative Services, educational and nutritional classes could be held with demonstrations to prepare food, store food, and improve one's health through proper eating.
- Conversion of the existing library area to a larger community library/computer lab – the Town currently offers these services in a small room at the existing Town Office; there is limited Wi-Fi available in the Millington area and many households do not own a computer, we see many people, young and old, use our facility for educational and entertainment purposes. This space would allow for additional computers to be available to the public as well as a larger area to be used as a library or a public conference room for local organizations.
- Conversion of classrooms for use as medical services – prior to COVID the Town was in contact with various medical facilities (Bay Health, UMMS, Christiana Care, and Choptank Community Medical System) to request a medical facility or medical services brought to our area with the possibility of space at the proposed community center that was a part of the Senior Housing project; these conversations were very positive and interest was shown by these agencies; a number of the existing classrooms could be converted to offices for a small medical/urgent care facility.
- Conversion of classrooms for use as professional services, an extension of those services offered in Chestertown (satellite offices); the Town currently works with

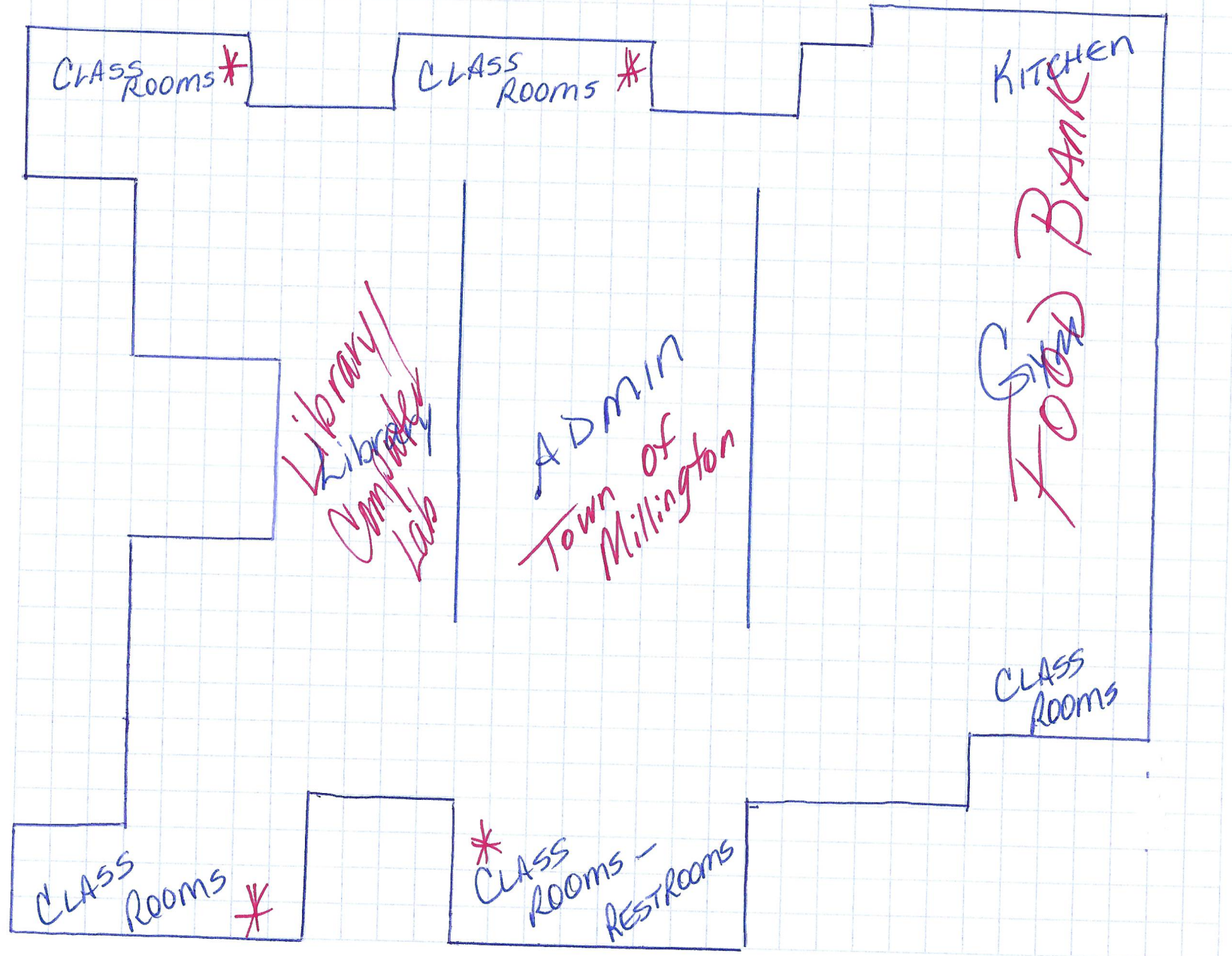
Veterans Affairs on a monthly basis to allow for area Veterans to meet with a representative to discuss benefits, issues, and assistance this would continue at this location with the possibility of increased availability; we would like to invite Social Services, the Judy Center for pre-K education, Amy Lynn Ferris Adult Day Care, New Beginnings, Parole & Probation, local law enforcement (satellite office), and other like agencies the opportunity to secure space to provide services to area residents.

- In the past Millington has cooperated with Chesapeake College to offer educational classes such as English to Spanish and Spanish to English for area residents; conversion of a classroom(s) would allow this service to begin again and address the needs of many employers and employees to be able to better communicate with each other.
- The Town office is currently located in the old bank building, with substandard heating, air-conditioning, plumbing, needs to be renovated, remodeled, and enlarged. By converting the existing administration offices at the School into the Town Office there would be sufficient space to allow for the increase in services and personnel as the Town grows.

In addition to the conversion of the building to provide the above-mentioned services and opportunities; we would also be able to subdivide the site to allow for additional Senior Housing facilities to meet the threshold the State of Maryland has set for these types of projects.

Funding opportunities are available through the State of Maryland, HUD, and USDA for this project. The Town has spoken with USDA with regards to this type of project and funding; they have assured us there is funding available through the American Recovery Plan. Funding for services to provide for residents during a pandemic or crisis; services such as Food Bank facilities, library/computer centers, and medical/professional services.

* Medical / Professional Services





Parks and Recreation
9/14/2021
County Commissioners Meeting

Item Summary:

Administrative Specialist I Vacancy

ATTACHMENTS:

Description



Herbert Dennis, Warden, Detention Center
9/14/2021
County Commissioners Meeting

Item Summary:

Correct RX Pharmacy Services Renewal Contract

ATTACHMENTS:

Description

09.14.21 Correct Rx Pharmacy Services, Agreement Renewal to Provide Pharmacy Services, By and Between Kent County Detention Center and Correct Rx Pharmacy Services, Inc.



AGREEMENT RENEWAL TO PROVIDE PHARMACY SERVICES

This agreement, by and between Kent County Detention Center (hereinafter "Kent County") and Correct Rx Pharmacy Services, Inc. a Maryland corporation (hereinafter "Correct Rx").

STATEMENT OF WORK

Presently Kent County is providing health care services to detainees at the Kent County Detention Center (hereinafter referred to as "Facility"). As part of its responsibilities, Kent County is responsible to provide medications to detainees at this Facility (hereinafter "Medications").

Kent County wishes to utilize the services of Correct Rx and, correspondingly, Correct Rx wishes to provide such services to Kent County.

Now, therefore, Kent County and Correct Rx do hereby agree as follows:

1. Kent County's Utilization of Correct Rx's Services

For the term of this Agreement, Kent County will, when available, make best efforts to utilize the services of Correct Rx for the providing of Medications at this Facility.

2. Term of this Agreement

This Agreement shall be for a term of one (1) year commencing July 1, 2021 and shall automatically renew annually thereafter, unless otherwise terminated as set forth herein.

3. Scope of Work

Throughout the term of this Agreement, Correct Rx agrees to provide the following services at the Facility:

- Fill and Deliver Prescription. Correct Rx will fill all Medications daily, Monday through Saturday. All orders faxed to Correct Rx by 4:00 p.m. Eastern Time daily, Monday through Friday will be filled and delivered to the Facility the next day. All orders faxed to Correct Rx before 12:00 noon Eastern Time on Saturday will be filled and delivered to the Facility on Monday unless notified otherwise. The Facility agrees to cooperate with Correct Rx regarding ordering schedule.

- Holidays. Correct Rx will be closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. Correct Rx will provide written notice to the Facility in advance of any changes in the schedule for ordering or delivery due to holidays.
- Emergency Service. Correct Rx will contract with a local pharmacy to provide all emergency medications that cannot be received by the normal delivery process. Correct Rx will invoice Kent County for all emergency medications at the cost charged to Correct Rx.
- Dispensing System. Correct Rx will dispense most medications utilizing a "blister card" medication packaging system.
- Medication Quantities. Correct Rx shall dispense oral tablets and capsule medications in quantities requested by the Facility depending on the frequency of the dosing and the needs of the Facility.
- Controlled Substances. Correct Rx agrees to provide all prescribed controlled substances in blister cards of 30 doses for easy accountability and will dispose of unused controlled substances, at no expense to the Facility, according to applicable State and Federal regulations.
- Intravenous Fluids. Correct Rx will provide all requested intravenous solutions and related administration sets using the Add-vantage packaging system where available.
- Drug Box. Correct Rx shall maintain a drug box located at the Facility. Items in each drug box will be determined in consultation with Kent County's Health Administrator and the Medical Director.
- Generic Medications. Correct Rx shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.
- Equipment: Fax Machine. Correct Rx will loan a fax machine to the Facility for the transmission of physician's orders to the pharmacy. Correct Rx will make available an "800" number to the Facility for toll-free fax and phone communication. This equipment will remain the property of the Correct Rx throughout the term of this Agreement and upon termination of the Agreement shall be returned to Correct Rx or paid for by Kent County.
- Reports. Correct Rx will provide Kent County with monthly and quarterly reports on pharmaceutical usage. Kent County will work with Correct Rx to develop an agreed upon format.

- Medication Administration Records (MARs). Correct Rx will provide Kent County with computer generated Medication Administration Records (MARs) delivered to the Facility no later than the 27th day of each month for the following month for all detainees who have prescribed medications.
- Meetings & Inspections. Correct Rx shall participate in a quarterly Pharmacy and Therapeutics Committee meeting at the Facility with the medical staff. Correct Rx shall provide a licensed consultant pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Quarterly site inspections of the Facility will be performed at no additional charge to the Facility.

4. Liability Insurance

At all times during the term of this Agreement, Correct Rx shall maintain professional liability insurance coverage of, at a minimum, \$1,000,000 per occurrence and \$3,000,000 aggregate. In addition, Correct Rx shall provide Kent County with a certificate of insurance evidencing such insurance coverage.

5. Pricing

- a. Fees: For the services to be provided as documented in paragraph 3 supra, Correct Rx shall be paid for all medications supplied as follows:

Brand Medications: Average Wholesale Price Minus Fifteen Percent (AWP-15%)

Generic Medications: Average Wholesale Price Minus Fifty-Five Percent (AWP-55%)

- b. Cooperative Procurement Method: Correct Rx will extend this pricing to public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services.
- c. Payment Terms: Correct Rx is only entitled to invoice Kent County once a month and no sooner than the third of the following month. All invoices are due Net 30 days. A finance charge of .5% per month (an annual percentage rate of 6%) may be charged on all amounts 30 days or more past due.

6. Returns

Correct Rx will arrange for the pickup and return of all unused or discontinued medication. Correct Rx will allow 100% credit at Correct Rx's cost for return of full, separately charged, unused solid medications with a value greater than \$2.00.

Credit is issued in compliance with state and federal regulation when following this criterion:

- The prescription medication did not leave the control of the licensed healthcare member responsible for the security and handling of that prescription and the drug did not come into the physical possession of the individual for whom it was prescribed;
- The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug;
- The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging (e.g. unused bulk products including liquids, creams, inhalers, ointments, drops, etc.);
- The prescription medication is not a controlled substance, expired, damaged, deteriorated or contaminated; and
- All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining.
- Controlled substances, specialty drugs, biologicals, and medications for which efficacy requires un-breached original manufacturers packaging upon opening are not eligible for credit.
- Refrigerated items are not returnable for credit since we cannot guarantee that the items were stored under proper temperatures at the Facilities.

7. Representation and Warranties.

a. Correct Rx Representations and Warranties.

- 1) Correct Rx represents and warrants that it is currently in compliance with all State, Federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.
- 2) Correct Rx further represents and warrants that its dispensing of medications shall be in compliance at all times with governing State, Federal and Local pharmaceutical laws and regulations.

- 3) Correct Rx further represents and warrants that Ellen H. Yankellow has the necessary authority to enter into this Agreement on behalf of Correct Rx.

b. Kent County Representations and Warranties

Kent County represents and warrants that its duly authorized representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of Kent County.

8. Notices

All notices or other writings required under this agreement shall be deemed to have been made when sent by certified mail to the following address or to such other address as the parties may designate in writing:

PHARMACY:

Correct Rx Pharmacy Services, Inc.
Attn: Ellen H. Yankellow, PharmD
President and CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076

TO:

Kent County Detention Center
Attn.: Herbert Dennis, Warden
104 Vickers Drive Unit A
Chestertown, Maryland 21620

9. Representatives

Correct Rx hereby designates Josepha A. DeMino, Vice President of Operations to be available to service the Agreement and resolve any problems which relate thereto. Similarly, Kent County designates Dennis Herbert, Warden as its local contact. Either party may change the designated representatives at any time upon notification to the other party.

10. Termination

With Cause:

If either party defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice, then the non-defaulting party will have the right, in addition to any other rights it may have, to terminate the Agreement by further written notice of intent to terminate this Agreement on any future date not less than thirty (30) days from the date of such further notice.

Without Cause:

This Agreement may be terminated by either party for any reason upon the giving of 120 days advanced written notice to the other party of such termination.

11. Correct Rx as Independent Contractor.

The parties acknowledge that Correct Rx is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner or joint venturer of, or with Kent County.

12. Indemnification

Correct Rx covenants and agrees that it will indemnify and hold harmless Kent County and all of Kent County's officers, agents, or employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Correct Rx or any of its agents, representatives or employees, during the performance of this Agreement, whether direct or indirect, and to any person or property to which Kent County or said parties may be subject, except that neither Correct Rx nor any of its agents, representatives or employees will be liable under this section for damages arising out of injury or damage to any person or property directly caused or resulting from the sole negligence of Kent County or any of its officers, agents or employees.

13. Amendment to Agreement

No amendment to this Agreement shall be valid or enforceable unless in writing and executed by duly authorized representatives of both parties.

14. Third Party Beneficiaries

The parties agree that they have not entered into this Agreement for the benefit of any third person or persons and it is their express intention that the Agreement is for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

15. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any cause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions hereunder.

16. Captions

The captions appearing in the paragraphs in this Agreement are for convenience only. They are not a part of this Agreement and do not, in any way, limit or amplify the terms and provisions hereunder. In addition, in the event any provision of this Agreement is deemed ambiguous, such provision shall not be construed against Correct Rx for the reason that Correct Rx was primarily responsible for the drafting of this Agreement, since both parties hereby assume equal responsibility for the drafting of this Agreement.

17. Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. Governed Law

The laws of the State of Maryland govern this Agreement and any disputes that arise here from shall be determined exclusively within the Maryland courts. Each party consents to the Maryland courts' jurisdiction over it and designates, if necessary, the Maryland Secretary of State to accept service on its behalf.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of that commencement date documented in paragraph 2 supra.

County Commissioners of Kent County

By: P. Thomas Mason Date: 9/14/21
P. Thomas Mason, President

Kent County Detention Center

By: _____ Date: _____
Herbert Dennis, Warden

Correct Rx Pharmacy Services, Inc.

By: _____ Date: _____
Ellen H. Yankellow, PharmD
President and CEO



Lisa Mazingo, Director, Kent Family Center
9/14/2021
County Commissioners Meeting

Item Summary:

Maryland Family Network Services Contract Agreement

ATTACHMENTS:

Description

09.14.21 Services Contract Agreement Between Maryland Family Network (MFN) and County Commissioners of Kent County For A Family Support Center, Effective July 1, 2021

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, 2021, 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. Exhibit A: CONTRACTOR'S Proposal for Continued Operation of a Family Support Center as submitted in response to the MFN August 2008 request for proposals for a Family Support Center, and the FY 2022 Program Services Proposal, as approved by MFN.
2. Exhibit B: CONTRACTOR'S current FSC budget for the period of July 1, 2021, through June 30, 2022, as approved by MFN.
3. Exhibit C: Maryland Family Support Center Manual. A copy of the revised manual dated May 2012 was presented to the Center Director in June 2012.
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 dated August 11, 2021.

II. TERM OF CONTRACT AGREEMENT

The term of this Contract shall be for twelve (12) months commencing on July 1, 2021, and terminating on June 30, 2022. 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 Sections 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 five thousand (\$335,000) 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	\$335,000.00

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 accord 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 to 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 a 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

1. 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.

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 in-

formation 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

P. Thomas Mason
P. Thomas Mason, President

9-14-21
Date

Attested

Lacey J. Cox
By

9-14-21
Date

For Maryland Family Network, Inc.

Laura Weeldreyer
Executive Director

Date

Attested

Name
Title

Date



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

AWARD PERIOD: July 1, 2021 – September 30, 2021

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 Federal Community-Based Grant for the Prevention of Child Abuse and Neglect as noted below:

Community Based Child Abuse Prevention (CBCAP)

Funding Source	CFDA #	Prince George's Child Care Resource Center
Federal Award Identification Number : G-2001MDCAP	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, 2021, through September 30, 2021. The provider has the option of submitting monthly invoices or one cumulative invoices due on October 31, 2021. Funds provided through this award must be expended by September 30, 2021.

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

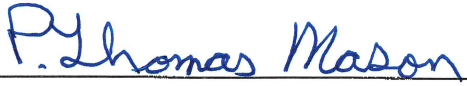
Signature Page

MARYLAND FAMILY NETWORK, INC.

Laura Weeldreyer, Executive Director

Date

County Commissioners of Kent County



P. Thomas Mason, President

9/14/21

Date

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

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) Commissioner President and

the duly authorized representative of Kent County Government 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 52-6000974 (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: Kent County Government

Address: 400 High Street, Chestertown, MD 21620

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, day care, 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: P. Thomas Mason
(Signature of Authorized Representative and Affiant identified in Section A)

Date: 9/14/21

Printed Name of Signer: p. Thomas Mason

Witness: Lacey L. Cox

Date: 9/14/21

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.

P. Thomas Mason

Signature of Certifying Official

9/14/21

Date

P. Thomas Mason

Typed or Printed Name of Certifying Official

Commissioner President

Title of Certifying Official

Kent County Government

Applicant Organization

DISCLOSURE OF LOBBYING ACTIVITIES

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

(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 (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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: <u>P. Thomas Mason</u> Print Name: <u>P. Thomas Mason</u> Title: <u>Commissioner President</u> Telephone No.: <u>410-778-4600</u> Date: <u>9/14/21</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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 cost (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: P. Thomas Mason Date: 09/14/21
(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, 2021.
- b. "Subcontract" means any contract placed by CONTRACTOR with any third party in 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 contains 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* – Effective August 13, 2021, 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.

Maryland State Department of Education

Exhibit H

NOTICE OF GRANT AWARD

Grant Name: Intermediary Services for the Network of Family Support Centers and In-Home Intervention Continuation Grant FY22

Grant #: 220624

General Information

New Award or Amendment: New Award

Federal Employer ID #: 1521486702

DUNS #: 183170307

Amendment #: 0

Mail Code: 000

Organization Name: Maryland Family Network

Street Address: 1001 Eastern Ave., 2nd FL.

Grant Period:

City & State: Baltimore, MD

Zip+4: 21202-4696

Start Date: 7/1/2021

Program Manager: Melanie Martin

End Date: 6/30/2022

Phone: 410-659-7701

Amount of Current Action: \$8,219,227.00

Amount Previously
Awarded this grant: \$0.00

Total Grant Award: \$8,219,227.00

MSDE Division Information:

Division Name: A0110 - Division of Early Childhood Development

Program Manager: Vanessa Jones

Program Phone: 410-767-8961

Email: vanessa.jones1@maryland.gov

Additional Information:

The role of the Intermediary is to provide grants management, fiscal monitoring, technical assistance, training, evaluation and management of the operation and services provided by the Maryland Family Support Centers (FSCs). The Intermediary will also act as a liaison between the program's public and private partners and the Maryland State Department of Education (MSDE). The primary goal of this grant is to provide oversight, training, technical assistance, and monitoring of the Maryland Family Support Center Network and to support extremely high-risk families in their role as parents by influencing the quality of parent, child and family interactions and encouraging parents to utilize the services of the FSCs located throughout Maryland.

Payment will be made upon submission and receipt of a periodic invoice as established by and provided by the Grantor or on the established Quarterly basis. Supporting receipts are required as requested by Grant Administrator

The payment of 15% will be made upon the issuing of the grant award notice. The remaining funds will be processed upon receipt of invoices. Supporting receipts are required as requested by Grant Administrator.

This grant award consists of and is subject to the Mandatory Grant Provisions and acceptance of the Assurances on the attached sheets. Grantee shall comply with the general and specific program certifications and assurances; and adhere to MSDE financial and program reporting requirements and timelines, including the submission of performance and progress reports for the programs awarded under this grant. All grant activities and project deliverables must be completed on or before June 30, 2022.

Semi-annual progress reports are due to DECD no later than January 30, 2022. Semi-annual progress reports must be submitted for the FSCs supported by MSDE utilizing the Results Based Accountability (RBA) framework to determine results for clients served by the FSCs;

Interim progress reports for the Intermediary and each of the FSCs are due on a quarterly basis and must be submitted by the 15th of September, December, and March. A final progress report is due on or before 60 days after the grant end date:

A copy of annual financial, single audit and internal control reports performed by external public accounting firm;

An Annual Financial Report (AFR)/Final Invoice are due within 60 days of the grant end date;

An annual evaluation report is due within 90 days of the end of the grant renewal period utilizing the RBA framework to determine results for clients served by the FSCs;

Grantees are required to submit a general ledger, or, the breakdown of actual spending must be reflected on the invoice (as detailed in the submitted and approved budget narrative).

Federal Awarding Agency:

Passthrough Entity:

Maryland State Department of Education

Federal Award ID
Number (FAIN):

Note: MSDE does not pass-through funds related to federal Research and Development.

Federal Award Date:

Latest Approved
Federal Indirect
Cost Rate:

Federal Award Project Description:

MSDE ACCOUNT CODE INFORMATION BY LINE:

Line #	PCA	AOBJ	Amount	Fund	State /Fed	Payment Schedule	CFDA #	CFDA or Sub program Name	Grant End Date	% Match Req	AFR Req
1	J2012	1208	\$4,667,677.00	1002	S	(0) Inv	N/A	State General Fund	6/30/2022	0.00	N

2	60582	1208	\$3,551,550.00	3832	S	(0) Inv	N/A	Blueprint for MD's Future Fund	6/30/2022	0.00	N
3											
4											
5											
6											
7											
8											
9											

Joseph C. Walker

7/21/2021

MSDE Program

Date

Erin Lee

7/21/2021

MSDE Financial Representative

Date

Steven P. Hicks

7/21/2021

MSDE Assistant Superintendent / Office Head

Date

Thomas Koger

8/4/2021

MSDE Accounting Office

Date

Intermediary Services for the Network of Family Support Centers and In-Home Intervention Continuation Grant FY22, Maryland Family Network, Page 2

RECIPIENT ASSURANCES

By receiving funds under this grant award, I hereby agree, as grantee, to comply with the following terms and conditions:

1. Programs and projects funded in total or in part through this grant shall operate in compliance with State and federal statutes and regulations, including but not limited to the 1964 Civil Rights Act and amendments, the Code of Federal Regulations (CFR) 34, the Elementary and Secondary Education Act, Education Department General Administrative Regulations (EDGAR), the General Education Provisions Act (GEPA) and the Americans with Disabilities Act (ADA). Vendors, subgrantees, and/or consultants; including officers and employees shall comply with the Family Educational Rights and Privacy Act at all times (20 U.S.C. §1232g).
2. Grantee shall assure that its facilities are accessible to individuals with disabilities as required by the ADA and applicable regulations. The grantee shall not discriminate against individuals with disabilities in the provision of its services and programs unless to do so would be an undue burden or result in fundamental alteration in the program as those terms are used in the ADA and its implementing regulation. The State reserves the right to inspect the grantee's facilities at any time to determine if the grantee is in compliance with ADA. The grantee shall bear sole responsibility for assuring that its programs conform to the section 501c. of the ADA (42 USC 12201) as a bona fide benefit plan. To the extent allowed by laws of the State of Maryland and the opinions of the State Attorney General, and subject to an appropriation of funds by the Maryland General Assembly for the purpose contemplated in the paragraph, the grantee shall indemnify and hold the State harmless in any administrative proceeding or action brought pursuant to the ADA for all damages, attorneys' fees, litigation expenses and costs, if such action or proceeding arises from the acts of grantee, grantee's employees, agents or subgrantees relating thereto and arising out of or in connection with the negligent acts or omissions of the grantee under this agreement.
3. By accepting federal funds, the recipients certify that they have complied with Federal Executive Order 12549, Debarment and Suspension set forth in 2 CFR §180, and that, a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form has been filed with Maryland State Department of Education Project Monitor.
4. Grantee shall establish and maintain fiscal control, fund accounting procedures by fund, as set forth in 2 CFR §200 and in applicable statute and regulation. By accepting federal funds, the recipient agrees that the amount of the grant award is contingent upon the receipt of federal funds. Grantee shall retain all records of its financial transactions and accounts relating to this grant for a period of five years, or longer if required by federal regulation. Such records shall be made available for inspection and audit by authorized representatives of MSDE.
5. Entities expending federal funds of \$750,000 or more in a single fiscal year, must have an annual financial and compliance audit in accordance with 2 CFR Subpart F 200.500 et. seq.
6. The Maryland State Department of Education (MSDE) may, as it deems necessary, supervise, evaluate and provide guidance and direction to grantee in the conduct of activities performed under this grant. However, MSDE's failure to supervise, evaluate or provide guidance and direction shall not relieve grantee of any liability for failure to comply with the terms of the grant award.
7. Grantee shall adhere to MSDE reporting requirements, including the submission of all required reports. Failure to submit complete, accurate, and timely progress and final reports may result in the withholding of subsequent grant payments until such time as the reports are filed.
8. Grantee must receive prior written approval from the MSDE Program Monitor before implementing any programmatic changes with respect to the purposes for which the grant was awarded. Unless a division implements a stricter policy, grantee must receive prior written approval from the MSDE Program Monitor for any budgetary realignment of \$1,000 or 15% of total object, program or category of expenditure, whichever is greater. Grantee must support the request with the reason for the requested change. Budget realignments must be submitted at least 45 days prior to the end of the grant period.
9. Requests for grant extension, when allowed, must be submitted at least 45 days prior to the end of the grant period.
10. Grantee shall insure that programs and projects that offer web-based or technology based instructional products or programs which are funded in total or in part through this grant will operate in compliance with Section 508 of the Federal Rehabilitation Act of 1973 as amended and Section 7-910 of the Education Article, Annotated Code of Maryland.
11. Grantee shall repay any funds that have been determined through the federal or State audit process to have been misspent, misapplied, or otherwise not properly accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or State government. The repayment may be made by an offset to funds that are otherwise due the grantee.

I further certify that all of the facts, figures and representations made with respect to the grant application and grant award, including exhibits and attachments, are true and correct to the best of my knowledge, information, and belief.



Superintendent of Schools/Head of Grantee Agency

8/9/2021

Date



August 25, 2021

Ms. Shelley Heller, Country Administrator
County Commissioners of Kent County
400 High Street
Chestertown, Maryland, 21620

Re: FY 2022 Services Contract Agreements for a Family Support Center

Dear Ms. Heller:

Happy New Fiscal Year! We are delighted to inform you that total funding in the amount of \$365,000.00 is awarded to support core operations at the **Kent Family Support Center** from July 1, 2021, through June 30, 2022. As in previous years, these are awarded in the form of two awards, supported by State and Federal funding sources, to include the following: (1) pass-through State funding for \$335,000 and (2) pass-through Federal funding in the amount of \$30,000.

Pass-through State Funding (\$335,000)

A Services Contract Agreement with Maryland Family Network, Inc. is enclosed for July 1, 2021, through June 30, 2022. The packet contains an electronic copy of the Services Contract Agreement, Schedule 1 – Program Standards, and the following exhibits: Exhibit D: Proposal and Contract Affidavit, Exhibit E: Standard Federal Assurances and Certifications, Exhibit F: Certification of Workers' Compensation Coverage and Exhibit G: Additional Terms And Conditions For United States Government Funded Contract Agreements. Current certifications of liability insurance and workers' compensation coverage are required each year, or the award is invalid. For those sponsoring agencies representing governmental or public entities, current certificates of insurance or a current affirmation of self-insured status are required. A checklist (see enclosed) is provided to assist you with tracking all the required documents needed to complete the submission of your FSC contract. Please provide legal signatures – digitally - on the Contract award and the Affidavits, including State and Federal Certifications and other required documents, and return to MFN. Fully executed original contract awards with attachments will be returned to you for your records upon receipt of all signed documents.

Pass-through Federal Funding (\$30,000)

A Federal pass-through award supported by the Federal Community-Based Child Abuse Prevention grant (CBCAP) is enclosed. The term of this award is July 1, 2021, through September 30, 2021; all funds must be expended no later than September 30, 2021. Please digitally sign the award and return to MFN in the same correspondence containing your Services Contract Agreement. Please be advised that standard assurances and certifications to be submitted with the Services Contract Agreement are applicable to this award.

Budgets

Although the FY 2022 Core program budgets were submitted in June 2021 during our preparation of the FSC network application to the Maryland State Department of Education, if you wish to make changes to the original budgets, please submit a revision with your signed Awards. MFN requested that each Center submit two budgets for approval, which tie to the funding sources: one for Core Operations totaling \$335,000 and a CBCAP budget for \$30,000. These approved budgets are attached.

Please review the terms of each Agreement for reporting requirements. If you have any questions concerning the items in this letter, please feel free to contact me, Nellie Power, 410.659.7701 x 120, or email npower@marylandfamilynetwork.org or Melanie Martin, 410.659.7701 x 113 and or by email at mmartin@marylandfamilynetwork.org.

We look forward to our continued partnership on behalf of the **Kent Family Support Center!**

Sincerely,



Nellie Power
Chief Program Officer



Melanie Martin
Family Support Network Director

Checklist For Contract Completeness

Family Support Center Sponsoring Agency

The items listed below constitute complete contract submission to Maryland Family Network, Inc. (MFN) for a Family Support Center award. Some items, such as the required insurance certifications, must be provided by your organization or your insurer(s). Please check that all required items are included or that you have requested they be sent directly to MFN.

Please contact Nellie Power (npower@marylandfamilynetwork.org) or Johanna Licharowicz (jlicharowicz@marylandfamilynetwork.org) , if you have questions about the content of these required documents.

- ◇ Signed, dated, and witnessed Services Contract Agreement for a Family Support Center
- ◇ The budget for a Family Support Center with required attachments. (Exhibit B)
- ◇ Proposal and Contract Affidavit (Exhibit D). This is an MFN form.
- ◇ Standard Federal Assurances (SF424B) and Disclosure of Lobbying Activity (SF-LLL) (Exhibit E)
- ◇ Certification of Workers' Compensation Coverage (Contract Exhibit F, an MFN form)

Certificate of Workers' Compensation Insurance (Attachment for Exhibit F). This must be obtained from your insurer or broker. Subcontractor(s) Certificate(s) of Workers' Compensation Insurance. This must be obtained from your subcontractor's insurer or broker.

- ◇ Additional Terms and Conditions for United States Government Funded Contract Agreements. (Exhibit G).
- ◇ Certificate of General Liability Insurance - \$500,000 combined single limit, MFN named as additional insured. This must be obtained from your insurer or broker. (Not required of State or local government sponsoring agencies that must comply with tort claims laws.)
- ◇ OTHER REQUIRED DOCUMENTS (if listed) and/or COMMENTS:

CHECKLIST COMPLETED _____ BY _____
(date) (signature)



**Kelleys Park Road, Rock Hall, MD Property Settlement
9/14/2021
County Commissioners Meeting**

Item Summary:

Sale of Property

ATTACHMENTS:

Description



Claude. J. Morales, Mayor, Town of Millington
9/14/2021
County Commissioners Meeting

Item Summary:

In-Kind Response Letter

ATTACHMENTS:

Description

09.08.21 Claude J. Morales, Jr., Mayor, Town of Millington, Support of Millington Infrastructure Project

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

September 9, 2021

Claude J. Morales, Jr., Mayor
Town of Millington
P. O. Box 330
Millington, MD 21651

Re: Wastewater Treatment Facility in Millington

Dear Mayor Morales:

Thank you for your letter dated August 31, 2021, regarding interest in a cooperative effort with the County to provide improved wastewater treatment plant service for the 301 corridor.

A work session on August 31, 2021, discussed Kent County's proposed funding allocations under the American Rescue Plan Act (ARPA). The Department of Public Works has proposed the use of these funds for the preparation of a feasibility study to explore construction of a new treatment facility location and additional capacity for development in the Town and County 301 corridor.

The Department of Public works was directed to begin the process to develop a scope of work and select a consultant to perform the study. As this effort progresses, we will coordinate with the Town.

We look forward to a successful partnership with you.

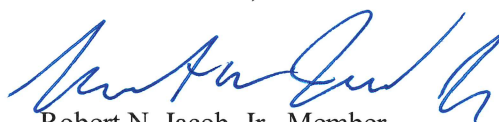
Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



P. Thomas Mason, President



Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member

KCC/smb

Cc: Mike Moulds, Director, Public Works





Procedures for Public Comment 9/14/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

09.14.21 Public Comments Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

**PUBLIC COMMENTS
SIGN IN SHEET
September 14, 2021**

NAME (please print)	ADDRESS	TOPIC
Angela Lunczynski, MSN, FNP-BC	127 High	n/a signed in error



**Leatrice Williams, Administrative Aide, Maryland Public Service
Commission
9/14/2021
County Commissioners Meeting**

Item Summary:

Morgnec Road Solar, LLC

ATTACHMENTS:

Description

09.14.21 Leatrice Williams, Administrative Aide, Maryland Public Service Commission, Public Utility Law Judge's Notice of Remaining Procedural Dates, Morgnec Solar, LLC, Case No. 9499, Mail Log Number 236935

IN THE MATTER OF THE APPLICATION OF
MORGENEC ROAD SOLAR, LLC FOR A
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY TO CONSTRUCT A
45.0 MW SOLAR PHOTOVOLTAIC GENER-
ATING FACILITY IN KENT COUNTY,
MARYLAND

* BEFORE THE
* PUBLIC SERVICE COMMISSION
* OF MARYLAND

* _____
* CASE NO. 9499
* _____

Issued: September 7, 2021

**PUBLIC UTILITY LAW JUDGE’S NOTICE
OF REMAINING PROCEDURAL DATES**

On August 18, 2021, based on Applicant’s third status update, a Notice of Modification to Procedural Dates was issued. The Notice directed Applicant to, no later than August 27, 2021, submit a settlement agreement, or, if no settlement was reached, a status update as of that date. Applicant was further directed to, after consultation with the other parties, file a proposed procedural schedule, indicating points of non-concurrence thereon, on or before September 3, 2021.

On August 27, 2021, Applicant provided a fourth status update wherein Applicant indicated that the Kent County Commissioners had yet to make a decision as to the settlement agreement the terms of which counsel for Kent County had agreed to, and which, according to a subsequent email, had been negotiated “since the end of October 2020.” Accordingly, Applicant was directed to file the above-referenced proposed procedural schedule.

On September 3, 2021, Applicant submitted proposed procedural dates, including for supplemental direct testimony, supplemental rebuttal testimony, evening public comment hearing, evidentiary hearing, and briefs. Applicant noted that the purpose of the

supplemental testimony is to address any new issues that arose during the suspension of this case, including, but not limited to, the County's new solar ordinance (CHR 7-2020). Also on September 3, 2021, Kent Conservation And Preservation Alliance (KCPA) filed a letter in which it requested that the evidentiary hearing be held in Kent County.

I agree with Applicant that the proposed dates it submitted are reasonable and should allow the case to come to resolution in a timely fashion. Accordingly, the following remaining procedural dates are established:

- Supplemental direct testimony, limited to new issues that arose during the suspension of this case,¹ shall be filed by October 20, 2021.
- Supplemental rebuttal testimony, limited to responding to new issues raised in supplemental direct testimony,² shall be filed by October 29, 2021.
- An evening public comment hearing will be held on November 4, 2021, beginning at 6:30 pm.³
- An evidentiary hearing will be held on November 8, 9, 10, and 12, 2021, beginning at 10:00 am each day.⁴
- Post-hearing briefs are due December 3, 2021.

/s/ Kristin Case Lawrence
Kristin Case Lawrence
Public Utility Law Judge
Public Service Commission of Maryland

¹ This case was suspended on March 23, 2020. Testimony not directly related to new issues that arose during the suspension of this case will be stricken.

² Testimony that is not in response to the new issues raised in supplemental direct testimony will be stricken.

³ The Commission is currently holding hearings virtually due to the delta variant of the SAR-CoV-2 virus. Therefore, this hearing will be scheduled as a virtual hearing. Virtual hearings are effectively located anywhere an internet connection is available.

⁴ Attendance at a virtual hearing does not require travel outside of Kent County, resolving the issue raised in KCPA's request.

JASON M. STANEK
CHAIRMAN

MICHAEL T. RICHARD
ANTHONY J. O'DONNELL
ODOGWU OBI LINTON
MINDY L. HERMAN



PUBLIC SERVICE COMMISSION

September 7, 2021

In the matter of the application of Morgnec *
Road Solar, LLC for a Certificate of Public *
Convenience and Necessity to construct a *
45.0 MW solar photovoltaic generating facility *
in Kent County, Maryland *

Case No. 9499

VIA EMAIL

To All Parties of Record:

Enclosed is a copy of the "Public Utility Law Judge's Notice of Remaining Procedural Dates" issued today in the above-entitled matter.

Very truly yours,

/s/ Leatrice Williams

Leatrice Williams
Administrative Aide

lw
Enclosure



Contingency and Use of Fund Balance Report 9/14/2021 County Commissioners Meeting

ATTACHMENTS:

Description

8-24-2021 Commissioner Report Contingency

[illegible]



Bill Mackey, Director, Planning, Housing, and Zoning
9/14/2021
County Commissioners Meeting

Item Summary:

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description