

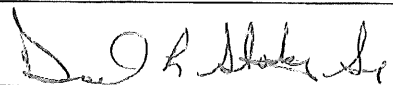
GA-34-16


GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:
 Name: JEANNE S. COUGHLIN Dept: FIRE Phone: 410-263-7975 X6740

This is a request to
 review, approve, and/or sign a grant agreement/award
 other

Grant title: HPP (HOSPITAL PREPAREDNESS PROGRAM) BP4 FY 2015-16
 Grantor: MIEMSS Amount: \$ 4,761.50
 Attestation:
 Match is *not* required.
 Match is required. Match will be met in the form of ¹ _____
 I attest that this asset has been approved/appropriated in ² _____
 FIRE 4/13/16
 Department Director signature Dept Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u></u>	<u>4/13/16</u>	<u>4/13/16</u>	<u>Request to approved Sign SubAward Agreement - Done Back Grantor 4-30-16</u>
<input checked="" type="checkbox"/> Grants Coordinator	<u>NPP</u>	<u>4/13</u>	<u>4/13</u>	<u>Initial Only</u>
<input checked="" type="checkbox"/> Finance Director	<u>BTM</u>	<u>4/13</u>	<u>4/13</u>	<u>Copy needed</u>
<input checked="" type="checkbox"/> City Attorney	_____	_____	_____	_____
<input checked="" type="checkbox"/> City Manager	_____	_____	_____	_____
<input checked="" type="checkbox"/> Mayor	_____	_____	_____	<u>Mayor to sign @ Tab</u>
<input checked="" type="checkbox"/> City Clerk	_____	_____	_____	_____
<input checked="" type="checkbox"/> Finance Committee	_____	_____	_____	_____
<input checked="" type="checkbox"/> Finance Dept	_____	_____	_____	_____

Return to Originating Department

GRANT Briefing Document, continued

Provide a short narrative. Include:

-program description	- purpose of funds	- due dates
-grant period	-amount of request or award	
-special features, e.g., environmental impact implications, notarization required		

MIEMSS (Maryland Institute of Emergency Medical Services Systems) has awarded us a portion of the Hospital Preparedness Program (HPP) Grant for FY2015-16.

We are requesting approval to accept these funds and have the Authorizing Official (Mayor or his Designee) Sign the Subaward Agreement attached.

There are several Planned Activities for this Grant, however this part of the program is to provide guidance to all EMS agencies on the effective response to Active Assailant incidents and ensure they have the resources to implement the guidance. The goal is to increase the survivability of victims during a mass care/mass casualty active assailant event.

We are requesting approval to accept this award in support of the Fire Department's Active Assailant Plan. The deadline for the signed agreement to be back at MIEMSS is April 30, 2016.

The project must be completed by July 15, 2016 and reimbursed by July 29, 2016. We will need to submit an annual inventory list to MIEMSS of the equipment purchased with these funds.

We will be using the \$4761.50 award to purchase Ballistic Protective Equipment required for the support of Active Shooter and Mass Casualty Incidents. These will allow our medical and rescue personnel who are properly trained and equipped to enter the scene of an active assailant incident which maximizes the survival of the victims.

Items to include:

- Tactical Vests
- Tactical Helmets
- Tactical Response Kits

We have already received some funds for this Program from another MIEMSS/MEMA Grant. These grant funds will allow us to purchase more of the total required equipment to further develop our Active Assailant Program.

¹ Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

² Examples: FY__ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.



GRANT BUDGET FORM

Grant Title MIEMSS Subaward - Maryland Bioterrorism Hospital Preparedness Program Year XIII (BP4)

Grant Award (\$) 4,761.50

Originating Department(s): FIRE Department

Dept Contact (Name/Phone): Jeanne Coughlin 410-263-7975

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime					0.00	
Supplies		4,761.50			4,761.50	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services					0.00	
Capital Outlay					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
Total	0.00	4,761.50	0.00	0.00	4,761.50	

TOTAL EXPENDITURES: 4,761.50

* May be different from Grant Award \$ if there is a match requirement.

Match is not required.

Department Director Signature/Date

FIRE
Department

Match is required. Match will be met in the form of ⁽¹⁾ _____

I attest that this asset has been approved/appropriated in ⁽²⁾ _____

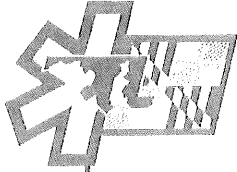
Department Director Signature/Date

Department

COMMENTS:

(1) Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

(2) Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.



April 1, 2016

State of Maryland
Maryland
Institute for
Emergency Medical
Services Systems

653 West Pratt Street
Baltimore, Maryland
21201-1536

Larry Hogan
Governor

Donald L. DeVries, Jr., Esq.
Chairman
Emergency Medical
Services Board

Kevin G. Seaman, MD
Executive Director

410-706-5074
FAX 410-706-4768

David L. Stokes, Sr., Chief
Annapolis Fire Department
1790 Forest Drive
Annapolis, MD 21401

Maryland Bioterrorism Hospital Preparedness Program Year XIII (BP4)
Emergency Medical Services Grant Sub-award \$4,761.50

Dear Chief Stokes:

The Maryland Institute for Emergency Medical Services Systems (MIEMSS), on behalf of the United States Department of Health and Human Services Health Resources and Services Administration (HRSA) and the Maryland Department of Health and Mental Hygiene (DHMH), is pleased to inform you that the proposed Emergency Medical Services (EMS) project for Active Assailant Supplies, has been selected for funding as a Subaward and included in the planned Maryland Bioterrorism Hospital Preparedness Program for the Budget Period (BP) 4.

Funding in the amount shown above has been obligated to your project (also shown under Item 7 on the Project Agreement cover page). Attached is your Subaward Agreement. The Project Director as well as the Authorizing Official should sign the Agreement and return the signed document to MIEMSS. MIEMSS will execute the agreement and return to you along with a purchase order obligating the funds. Upon receipt of the Executed Agreement you may proceed with your project. **All project agreements need to be signed and returned to Sherry Alban by April 30, 2016. All projects must be completed by July 15, 2016 and reimbursed no later than July 29, 2016.**

The Subaward is subject to federal regulations and policies associated with awards from HRSA. Some of the basic policies and requirements are described in "Exhibit C Subaward Conditions" which is part of the Subaward agreement form. As provided in Exhibit C, there are additional regulations and policies which apply to use of the Subaward. We have enclosed a CD containing these regulations and policies as well as certain forms to assist you in administering the Subaward. The individual in charge of managing this Subaward should become familiar with these materials in order to insure compliance.

Please note that if Annapolis Fire Dept. expends more than \$500,000 or more in federal awards in a single year, Annapolis Fire Dept. is required to have an audit in accordance with OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. A copy is of which is available online at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>

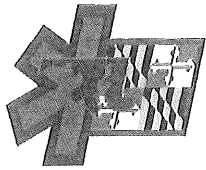
Another important item is the requirement that you institute and maintain required inventory records to ensure that equipment and other tangible non-expendable personal property purchased with funds from the Subaward is used in this project, similar future projects, and thereafter for bioterrorism preparedness related purposes. Equipment must be inventoried and reported annually to MIEMSS.

Additionally, MIEMSS received the final executed award from DHMH on March 30, 2016. MIEMSS intends to request a "no cost" extension immediately. Should that extension be granted, you will be notified.

Should you have any questions, or require further information, please contact Sherry Alban at 410-706-3145 or Salban@Miemss.org

Very Truly Yours,

Kevin G. Seaman, M.D., FACEP
Executive Director



MIEMSS

SUBAWARD AGREEMENT
 Between MIEMSS and
 Annapolis Fire Department
 under the Year XIII Budget Period 4
Maryland Bioterrorism Hospital Preparedness Program
 National Bioterrorism Hospital Preparedness Program,
 United States Department of Health and Human Services
 Office of the Secretary
 CFDA 93.889
 Through DHMH, Office of Preparedness and Response
 and MIEMSS

BT XIII- 05
Sub award No.

The Maryland Institute for Emergency Medical Services Systems (MIEMSS) hereby awards a cost reimbursable subaward to Sub-recipient as described herein. This agreement is effective on the date of MIEMSS approval shown in item 8 below. The undersigned agree that the Subrecipient (Item 2) will carry out the Project set forth in Exhibit A, **within the Subaward Period (Item 6)**, in accordance with the Estimated Subaward Expenditures shown in Exhibit B, and in compliance with the Subaward Conditions stated in Exhibit C, for which reimbursement will be made for actual reimbursable expenditures, the amount of which is not to exceed the Amount of Funds Obligated (Item 7).

1. Subaward Title: *Active Assailant Supplies*

2. Subrecipient (include street address): *Annapolis Fire Department
1790 Forest Drive Annapolis MD 21401*

3. Fund Recipient (include street address and Federal I.D number): *City of Annapolis - Fire Department
1790 Forest Drive Annapolis, MD 21401* Federal ID# *52-6006764*

4. Subaward Project Director:
 Name: *David L. Stokes, Sr.*
 Title: *Fire Chief*
 Phone No: *410-263-7975*
 E-mail Address *AFDInfo@annapolis.gov*
 Signature *David L. Stokes* Date: *4.13.16*

5. Authorizing Official:
 Name: *Michael Pantelides*
 Title: *Mayor*
 Phone No: *410-263-7997*
 E-mail Address *mayor@annapolis.gov*
 Signature _____ Date: _____

This Section to be completed by MIEMSS Only

6. Subaward Period: Start _____ End: **June 30, 2016**

7. Amount of Funds Obligated from MIEMSS: **\$4,761.50**

8. MIEMSS Approval: _____ Date: _____

Exhibit B

Maryland Hospital Preparedness Program

EMS Operational Program: Annapolis Fire Department

Contact Name: David L. Stokes, Sr., Chief

Capability: Active Assailant Supplies

Amount Funded: \$4,761.50

Exhibit C: Subaward Conditions

1. This Subaward is made available from funds from the National Bioterrorism Hospital Preparedness Program, United States Department of Health and Human Services Office of the Secretary, CFDA 93.889, through the Maryland Department of Health and Mental Hygiene (DHMH) and MIEMSS to the Subrecipient. It is subject to the federal and state laws and regulations applicable to such grants including those laws and regulations set forth below.
2. This Subaward shall be carried out and administered in accordance with applicable federal, state and local laws, rules and other requirements, utilizing acceptable financial management, record-keeping, procurement and property control systems (including 45 CFR part 74 -"Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations" or 45 CFR Part 92 -"Uniform Administrative Requirements For Grants and Cooperative Agreements to State & Local Governments"), as applicable. Records shall be maintained and made available for review as required by 45 CFR 74.53 or 45 CFR 92.42 whichever is applicable. Generally records relating to Financial records, supporting documents, statistical records, and all other records pertinent to an the Subaward must be retained for three years after submission of final report, and equipment records must be maintained for three years after final disposition.
3. If any part of the funds obligated by this agreement is used to purchase equipment with an acquisition cost of over \$5,000 a unit, a completed Equipment Accountability Report form shall be submitted to MIEMSS with the applicable Reimbursement Claim. The Equipment Accountability form may found at page 9 of the Administrative Materials CD. In addition, it is the responsibility of the Sub-recipient to institute and maintain required inventory records and to ensure that equipment and other tangible non-expendable personal property with an acquisition cost of over \$5,000 purchased with funds from the Subaward is used in this project, similar future projects, and thereafter for bioterrorism preparedness related purposes. Such equipment shall be inventoried and reported annually to MIEMSS using the Annual Equipment Inventory Form which may be found on page 14 of the Administrative Materials CD. Sub-recipient shall comply with all federal equipment regulations including 45 CFR 74.34 or 45 CFR 92.32 as applicable.
4. The obligation of HRSA funds extends only to those costs incurred during the Subaward Period specified in Item 6 of the Subaward Agreement, and for which a Reimbursement Claim is received no later than the Subaward End Date July 29, 2016, specified in Item 6. Such obligation is subject to the availability of federal funds and to any other limitations as may be prescribed by federal or Maryland statute, administrative action, or condition of approval.
5. A completed "Reimbursement Claim" form, with the signature of the Subaward Project Director, must be submitted by July 29, 2016. The Reimbursement Claim shall cover the expenditures incurred within the subject calendar quarter or other specified period. The Sub-recipient shall submit all Reimbursement Claims accompanied by copies of invoices or other suitable documentation. Documentation of expenditures must be kept on file for at least three years after final report is submitted and available for inspection by State and Federal officials with two (2) days notice.
6. A completed "Subaward Status Report" is due at MIEMSS within 30 days of the award. A Final Report, in accordance with final report guidelines provided by MIEMSS, is due to MIEMSS by July 29, 2016. The final Reimbursement Claim will not be processed for payment by MIEMSS until an acceptable Final Report is submitted.

7. Requests for reimbursement shall be limited to those expenditures made in accordance with the provisions of this agreement and the cost principles set forth in OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments" ;OMB Circular A-21, "Cost Principles for Educational Institutions", or OMB Circular A-122, "Cost Principles for Nonprofit Organizations", as applicable.
8. If any part of the funds obligated by this agreement is used to train personnel, the personnel shall be retained by the employer in functions which utilize the training received for a period of time that is at least triple the length of the training, or 3 months, whichever is greater, or the fund recipient must return the reimbursable funds used to support such training.
9. A statement of and/or specifications for work activities funded through this agreement and to be carried out through the employment of a consultant is to be approved by MIEMSS prior to execution of an agreement of contract for such work. A copy of the executed agreement of contract is to be filed with MIEMSS.
10. In all bid solicitations for funded Subaward work or materials exceeding \$10,000 in cost, the Sub-recipient must notify all bidders that it will affirmatively ensure that in any contract entered into pursuant to its advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to its invitation and bidders will not be discriminated against on the grounds of political or religious opinion or affiliation, race, creed, sex, national origin, or physical or mental handicap in consideration of an award.
11. Sub-recipient shall comply with the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland, any amendments thereto, the Maryland Governor's Executive Order barring discrimination, and Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Sub-recipient receives Federal financial assistance from the Department.
12. Sub-recipient shall comply with Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Sub-recipient receives Federal financial assistance from the Department.
13. Sub-recipient shall comply with § 16 Article 49B of the Maryland Code and the Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Sub-recipient receives Federal financial assistance from HHS. The Sub-recipient agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Sub-recipient, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient by HHS, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so

provided, this assurance shall obligate the Sub-recipient for the period during which it retains ownership or possession of the property. The Sub-recipient further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance. The Sub-recipient signatory is authorized to sign this assurance, and commit the Sub-recipient to the above provisions.

14. The Sub-recipient signatory certifies to the best of his or her knowledge and belief, that the Sub-recipient, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the Sub-recipient not be able to provide this certification, an explanation as to why should be appended hereto. The Sub-recipient agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Sub-recipient shall review the federal debarment list which can be found online at http://www.epls.gov/FAQEPLS.html#_1 in order to verify that parties to whom Sub-Recipient pay funds under this grant is not debarred or otherwise prohibited from receiving federal funds.
15. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, 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 residence, 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. By signing this agreement, the Sub-recipient signatory certifies that the Sub-recipient 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 Sub-recipient agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all Sub-recipients shall certify accordingly. The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PBS mission to protect and advance the physical and mental health of the American people.
16. All contracts for funded Subaward work or materials, except contracts for standard commercial supplies or raw materials less than \$10,000 shall include a nondiscrimination clause as specified by the United States Department of Health and Human Services and the State of Maryland.

17. Only steel, iron, and manufactured items produced in the United States, shall be used in carrying out this project, in accordance with the provisions of the Buy America Act (42 USC 10a), unless a waiver request has been submitted to and approved by the Secretary of HHS.
18. Procurement of supplies, equipment, other tangible non-expendable personal property, and services funded in whole or in part with funds obligated by this agreement must follow applicable procurement procedures and requirements of State and local laws, rules and regulations and in any instance must be in compliance with the federal requirements set forth in 45 CFR Part 74 -"Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations" or 45 CFR Part 92 -"Uniform Administrative Requirements For Grants and Cooperative Agreements to State & Local Governments", as applicable.
19. The Sub-recipient shall notify MIEMSS in writing of any anticipated and/or actual program income directly generated by this Subaward as soon as that information is known. Unless otherwise stipulated in writing, program income shall be deducted from total allowable expenditures to determine net allowable expenditures.
20. Sub-recipient is subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute particularly 42 U.S.C. 1320a- 7b(b) concerning illegal remuneration which states, in part that whoever knowingly and willfully:
 - (1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe or rebate) directly or indirectly, overtly and covertly, in cash or in kind, in return for referred (or to induce such person to refer) an individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
 - (2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease or order any good, facility, service or item.... For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for to more than five years or both.
21. The Fund Recipient shall comply with the Single Audit Act of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The Fund Recipient shall submit one copy of each required audit report directly to the Federal Audit Clearinghouse within 30 days of the report's issuance. The Fund Recipient shall submit one copy of each required audit report to MIEMSS within 30 days of the report's issuance, along with a cover memorandum which:
 - a) Identifies any and all finds and questioned costs that are relevant to this project;
 - b) Describes the corrective action which has been taken of is planned as regards such findings and costs, if any.

The audit shall study and evaluate the internal accounting and administrative controls to the extent considered necessary to evaluate the systems as required by generally accepted auditing standards; the standards for financial and compliance audits contained in the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions: issued by the U.S. General Accounting Office; the Single Audit Act of 1996; and the provisions of OMB Circular A-133.

Maryland Institute for Emergency Medical Services Systems

653 West Pratt Street

Baltimore, Maryland 21201

410/706-3145

410/706-4768 (Fax)

INSTRUCTIONS FOR COMPLETING FORM

Submittal Requirement

The Subaward Agreement form, with an original signature of the Subaward Project Director and the Authorizing Official, must be submitted to the Maryland Institute for Emergency Medical Services Systems (MIEMSS) by the date specified in Division's letter advising that funds have been committed to the involved Subaward or as otherwise requested by MIEMSS.

Individual Agreement Items

1. **AUTHORIZING OFFICIAL**: Enter the name, title and phone number of the State or local official who is authorizing the Subaward to be carried out and reimbursements to be received. The Authorizing Official's original signature must appear on all Agreements.