

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary

EXHIBIT A

STANDARD GRANT AGREEMENT (SGA) REQUEST FOR APPLICATIONS (RFA) (COMPETITIVE)

PROCUREMENT ID NUMBER – PHPA-814 / BPM017714

Issue Date: January 13, 2019

Survivorship Care Plan Enhancement Through Improved Patient Navigation and Community-Clinical Linkages

NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Procurement Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFA or other communications can be sent to the Prospective Applicant.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND MARYLAND DEPARTMENT OF HEALTH RFA KEY INFORMATION SUMMARY SHEET

Request for Proposals:	Survivorship Care Plan Enhancement Through Improved Patient Navigation and Community-Clinical Linkages		
Solicitation Number:	PHPA-814 / BPM017714		
RFP Issue Date:	January 13, 2020		
RFP Issuing Office:	Maryland Department of Health Center for Cancer Prevention and Control		
Procurement Officer:	Nakia S. HowellProcurement and Support Services OfficerCenter for Administrative Services, PHPAMaryland Department of Health201 W. Preston St., 3rd Floor, 320CBaltimore, Maryland 21201Phone: 410-767-5804Fax: 410-333-5995e-mail: nakias.howell@maryland.gov		
Grant Monitor:	Brian Mattingly Director, Comprehensive Cancer Control Programs Center for Cancer Prevention and Control Prevention and Health Promotion Administration Maryland Department of Health 201 W. Preston Street, 3rd Floor, Baltimore, MD 21201 410-767-2037 <u>brian.mattingly@maryland.gov</u>		
Applications are to be sent to:	Maryland Department of Health Nakia S. Howell Procurement and Support Services Officer Center for Administrative Services, PHPA Maryland Department of Health 201 W. Preston St., 3rd Floor, 320C Baltimore, Maryland 21201		
Closing Date and Time:	January 28, 2019 at 3:00pm Local Time		

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH or the Department), Center for Cancer Prevention and Control, with funding from the Centers for Disease Control and Prevention (CDC), is issuing this Request for Applications (RFA) to a Maryland Cancer Treatment Center to implement quality improvement methods to enhance the care and support given to cancer patients upon completion of treatment. Project elements will include the creation and delivery of a survivorship care plan (SCP) to cancer survivors in Maryland; provision of SCP to the cancer survivor, referring physician, and primary care physician (PCP); expansion of existing patient navigation to provide individualized assistance, overcome health system barriers, and facilitate timely access to quality health and psychological care; education to survivors and providers on SCP, and follow-up care using National Cancer Survivorship Resource Center resources; and evaluation to determine impact of project.
- 1.1.2 It is the State's intention to obtain services as specified in this RFA, from an Agreement between the selected Applicant and the State. The anticipated duration of services to be provided under this Agreement is February 15, 2020 through June 15, 2020.
- 1.1.3 The Department intends to make up to 1 award as a result of this RFA. Award total will be \$100,000 as a result of this RFA.
- 1.1.4 Applicants, either directly or through their subcontractor(s), must be able to provide all services and meet all the requirements requested in this solicitation and the successful Applicant shall remain responsible for performance regardless of subcontractor participation in the work.

1.2 Contract Type

The Agreement resulting from this solicitation shall be a firm fixed price.

1.3 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Agreement is the Procurement Officer at the address listed below:

Nakia S. Howell

Procurement and Support Services Officer Center for Administrative Services, PHPA Maryland Department of Health 201 W. Preston St., 3rd Floor, 320C Baltimore, Maryland 21201 Phone: 410-767-5804 Fax: 410-333-5995 e-mail: nakias.howell@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

1.4 Grant Monitor

The Grant Monitor is:

Brian Mattingly Director, Comprehensive Cancer Control Programs Center for Cancer Prevention and Control Prevention and Health Promotion Administration Maryland Department of Health 201 W. Preston Street, 3rd Floor, Baltimore, MD 21201 Phone: 410-767-2037 E-mail: <u>brian.mattingly@maryland.gov</u>

The Department may change the Grant Monitor at any time by written notice.

1.5 eMaryland Marketplace Advantage

Each Applicant is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Application submission to this RFA.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFA and associated materials, the solicitation and summary of the Pre-Proposal Conference, Applicant questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <u>https://procurement.maryland.gov/</u>, click on "Register" to begin the process, and then follow the prompts.

1.6 Questions

Written questions from prospective Applicants will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: <u>nakias.howell@maryland.gov</u>. Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted at least **4 days prior** to the Application due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date.

1.7 Application Due (Closing) Date and Time

Applications, in the number and form set forth in Section 4.2 "Applications" must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than **3:00 pm** Local Time on **January 28, 2019** in order to be considered.

Requests for extension of this time or date will not be granted. Applicants mailing Applications should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Applications received after the due date and time listed in this section will not be considered. For any submission that is not hand delivered, the Applicant may confirm, at least 60 minutes before the deadline, that the application was received in PHPA Procurement. PHPA is not responsible for applications dropped off in the mailroom. Questions regarding this solicitation should be directed (**By e-mail only**, no phone calls will be accepted) to the PROCUREMENT OFFICER.

Applications may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

Applications must be mailed or hand-delivered and may not be submitted by e-mail or facsimile.

1.8 Award Basis

The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

1.9 Revisions to the RFA

If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA or which are otherwise known by the Procurement Officer to have obtained this RFA. Addenda made after the due date for Applications will be sent only to those Applicants that submitted a timely Application and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant's Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.10 Cancellations

The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Applicants in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 2 – MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

The Applicant must provide proof with its Application that the following Mandatory Requirements have been met:

2.1.1 The Applicant shall be an accredited cancer program. As proof of meeting this requirement, the Applicant shall provide with its application documentation of accreditation or another official document indicating accreditation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purposes of funding opportunities seeking to support the adoption of practice- and evidence-based, sustainable, survivorship activities to influence increases in the duration and quality of life of cancer survivors. Applicants will be implementing quality improvement methods to enhance the care and support given to cancer patients upon completion of treatment. Project elements will include the creation and delivery of a survivorship care plan (SCP) to cancer survivors in Maryland; provision of SCP to the cancer survivor, referring physician, and primary care physician (PCP); expansion of existing patient navigation to provide individualized assistance, overcome health system barriers, and facilitate timely access to quality health and psychological care; education to survivors and providers on SCP, and follow-up care using National Cancer Survivorship Resource Center resources; and evaluation to determine impact of project.

An individual is considered to be a cancer survivor at the point of cancer diagnosis, throughout treatment, and until the end of life.¹ There are currently almost 17 million cancer survivors living in the United States,² representing 5.0% of the population.³ Due to improvements in the screening, diagnostics and treatment processes, cancer can now be detected earlier, and those with cancer are living longer. While the rate of people who are diagnosed with cancer is declining, the overall number of people living with cancer in the United States continues to grow.⁴ In Maryland, it is estimated that 33,140 people will be diagnosed with cancer in 2019.⁵ The number of cancer survivors is expected to increase by 29.1%, to 21.7 million in 2029, demonstrating the need for increased support for survivorship care.⁶

The period immediately following oncological treatment presents challenges unique to cancer survivors. Patients experience a reduction in frequency of contact with their oncology healthcare team as they transition back to primary care providers; at the same time, they may be coping with lingering treatment side effects, as well as resuming social roles in the workplace, and among family and friends.⁷ Adult cancer survivors report significantly poorer health, limitations in carrying out routine daily activities, and among older survivors, higher rates of inability to work due to related health conditions, compared to adults with no history of cancer.⁸

To address post-treatment quality of life and health limitation barriers, the Institute of Medicine's Committee on Cancer Survivorship published a report in 2006 recommending that every patient receive a SCP that includes individualized guidelines for health maintenance and monitoring.⁹ The National Comprehensive Cancer Network includes survivorship care planning as a standard for survivorship care, including a summary of treatment, recommendations for health behavior, information on follow-up care, surveillance, future screening recommendations, and on post-treatment effects, needs and health risks, where applicable. Additionally, the SCP

 $^{1 \\ \}underline{https://www.cancer.gov/publications/dictionaries/cancer-terms/def/survivor}$

² <u>https://cancercontrol.cancer.gov/ocs/statistics/statistics.html#ref1</u>

³ Projections based on data from Figure 1 in Bluethmann SM, Mariotto AB, Rowland, JH. Anticipating the "Silver Tsunami": Prevalence Trajectories and Comorbidity Burden among Older Cancer Survivors in the United States. Cancer Epidemiol Biomarkers Prev. 2016;25:1029-1036.

⁴ Centers for Disease Control and Prevention. Basic Information for Cancer Survivors. Accessed on December 15, 2017, 2017. Available at: https://www.cdc.gov/cancer/survivorship/basic_info/survivors/

⁵ <u>https://cancerstatisticscenter.cancer.org/#!/state/Maryland</u>

⁶ Projections based on data from Figure 1 in Bluethmann SM, Mariotto AB, Rowland, JH. Anticipating the "Silver Tsunami": Prevalence Trajectories and Comorbidity Burden among Older Cancer Survivors in the United States. Cancer Epidemiol Biomarkers Prev. 2016;25:1029-1036.

⁷ Stanton AL. What happens now? Psychosocial care for cancer survivors after medical treatment completion. J Clin Oncol. 2012;30:1215–1220.

⁸ <u>https://www.ncbi.nlm.nih.gov/pubmed/12560417</u>

⁹ <u>https://www.cancer.org/content/dam/cancer-org/research/cancer-facts-and-statistics/cancer-treatment-and-survivorship-facts-and-figures/cancer-treatment-and-survivorship-facts-and-figures-2016-2017.pdf</u>

should specify a delineation of roles among oncologists, primary care physicians, and other sub-specialty care providers.¹⁰ The American College of Surgeons Commission on Cancer (CoC), which provides accreditation to cancer centers, includes development and dissemination of SCPs as a requirement to meet accreditation standards.¹¹

Despite evidence showing the effectiveness of SCPs in making survivors feel more informed about their treatment and providing them with the knowledge to make healthier lifestyle choices, many patients are not provided with plans.¹² In one national study of oncologists serving breast and colorectal cancer patients, only 20% report consistently providing SCPs to their patients.¹³

There are many barriers to SCP implementation, including:

- time constraints for gathering data to populate plan templates.
- lag time between therapy completion and tumor registry abstracting data,
- lack of electronic health record (EHR) sharing between cancer centers and patients' primary care practice.¹⁴
- lack of compensation for time and effort to develop the plan,
- shortage of time to discuss the plan with the patient, and
- confusion regarding roles and responsibilities of staff and providers for development of the plan.¹⁵ •

In addition to SCPs, implementation of patient navigation services has increasingly become an important strategy to ensure patient access to services along the full continuum of cancer care. Patient navigators (PN) provide medical, legal, financial, and administrative guidance to patients as they manage a wide array of complex needs throughout their care experience. There is ample evidence demonstrating that patient navigation services are useful and appreciated by patients, and that those having received services are more likely to receive timely screening and follow-through on diagnostic tests than patients not having received navigation services.¹⁶ Research has shown that navigation services can improve adherence to diagnostic follow-up care by 21-29%.¹⁷ Seeing the benefit of PNs, the CoC has mandated that cancer centers provide patient navigation services as a requirement for accreditation.¹⁸ Despite this requirement, patient navigation services tend to be underutilized due to lack of funding for such programs, lack of support from cancer center leadership, or not enough evidence to support the cost-effectiveness of such programs.¹⁹

As the cancer survivor population continues to grow, addressing the needs of cancer survivors is quickly becoming a critical public health issue. A priority for cancer centers should include expansion and enhancement of the operability of EHRs to increase uptake of SCPs and develop and implement strategies to facilitate community-clinical linkages to access community resources to support survivorship initiatives.

The overarching goal of this funding opportunity is to increase the duration and quality of life of cancer survivors. This award allows a cancer center to initiate planning and evaluation activities to enhance current EHR to increase uptake and education of SCPs, as well as enhance and expand existing patient navigation services.

Expected outcomes include:

¹⁰ National Comprehensive Cancer Network Guidelines Version 1.2019 Survivorship

¹¹ https://www.facs.org/quality-programs/cancer/coc/standards

¹² Hill-Kayser CE, Vachani CC, Hampshire MK, Di Lullo G, Jacobs LA, Metz JM. Impact of internet-based cancer survivorship care plans on health care and lifestyle behaviors. Cancer. 2013;119: 3854-3860.

¹³ Forsythe LP, Parry C, Alfano CM, et al. Use of survivorship care plans in the United States: associations with survivorship care. J Natl Cancer Inst. 2013;105: 1579-1587.

¹⁴ https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4164810/

¹⁵ <u>https://www.cancer.org/content/dam/cancer-org/research/cancer-facts-and-statistics/cancer-treatment-and-survivorship-facts-and-figures/cancer-treatment-and-survivorship-facts-and-figures-2016-2017.pdf</u>

¹⁶ https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3302357/

¹⁷ Wells KJ, Battaglia TA, Dudley DJ, et al. Patient navigation: State of the art or is it science? Cancer. 2008 Oct 15;113(8):1999–2010.

¹⁸ https://www.cancer.org/latest-news/navigators-help-cancer-patients-manage-their-care.html

¹⁹ https://www.ncbi.nlm.nih.gov/pubmed/18780320/

Short term:

- Increased cancer survivor knowledge regarding preventive lifestyle behaviors.
- Increased cancer survivor knowledge of treatment and follow-up care.
- Increased provider knowledge of guidelines pertaining to treatment of cancer survivors.

Intermediate:

- Increased capacity among cancer centers to sustain survivorship interventions.
- Increased access of survivors to survivorship support resources.

Long-term:

• Increased quality and duration of life among cancer survivors.

3.2 Scope of Work - Requirements

The Applicant shall:

The following Scope of Work covers various elements related to SCPs and helping patients understand and utilize their plan. It is recognized that many cancer centers may already be doing some of the activities requested. The intent of the grant is to have the awardee expand current practices around SCPs and support given to patients.

The awardee will utilize existing patient diagnosis and treatment data to populate SCPs; provide a copy of the SCP to the patient, the referring physician, and the patient's primary care physician; expand patient navigation to provide individual assistance, overcome health system barriers, and facilitate timely access to quality health and psychological care; provide education to the survivor, the primary care physician, and to cancer center staff on SPCs and follow-up care using National Cancer Survivorship Resource Center resources; and conduct an evaluation to determine the impact of the project.

3.2.1 General Requirements

3.2.1.1

A. Survivorship Care Plans and Electronic Health Records

Awardees will partner with local cancer registrars to use patient diagnosis and treatment data to populate SCPs. Completed SCPs will be distributed to the patient, referring physician, and the patient's primary care physician.

For centers who already provide SCPs to all patients who complete curative treatment, please indicate the total number and percentage of patient who will be supported through the project. For centers that do not currently provide SCPs to all patients who complete curative treatment, please also indicate the anticipated increase in new patients who will receive SCPs, if this is part of the proposal.

B. Community/Clinical Linkages and Patient Navigation

Awardees will expand existing patient navigation programs to support cancer survivors. This is defined by the Oncology Nursing Society, the Association of Oncology Social Work, and the National Association of Social Workers Joint Position on the Role of Oncology Nursing and Oncology Social Work in Patient Navigation as a process that provides "individualized assistance to cancer patients, families, and caregivers to help overcome healthcare system barriers and facilitate

timely access to quality health and psychosocial care from pre-diagnosis through all phases of the cancer experience." These programs will be used to assist cancer survivors in receiving appropriate cancer treatment and follow-up care, including preventive care for, and early detection of new cancers. In addition, strategies to provide Community/Clinical Linkages should facilitate tobacco cessation among survivors; increase physical activity, and improve nutrition among cancer survivors, as appropriate.

C. Education

Awardees will educate survivors and providers on cancer survivor guidelines and follow-up care. Awardees will promote and disseminate resources sponsored by the National Cancer Survivorship Resource Center (https://smhs.gwu.edu/gwci/survivorship/ncsrc) to increase cancer survivor and physician knowledge of guidelines for follow-up care. Awardees will utilize the ten existing elearning series modules (https://smhs.gwu.edu/gwci/survivorship/ncsrc/elearning) developed for physicians by the National Cancer Survivorship Resource Center to educate their physician communities on care and follow-up guidelines for specific cancers. These resources and e-learning series should be made available to the survivor's primary care physician, as well. Awardees will develop or adapt specific educational resources for their cancer survivor communities based on the needs of their survivor population, as necessary.

D. Reporting

See 3.2.3 for reporting requirements.

3.2.2 Staffing

3.2.2.1

A. There are no staffing requirements for this procurement.

3.2.3 Reports

As part of the application, applicants are asked to provide a brief description of the strategy proposed to evaluate the impact of this project and what information will be collected. Awardees will evaluate the impact of the project and provide a written report that describes the development and impact of this project to furthering survivor care. In addition, the report should include emerging issues and identification of best practices, and identify successes, challenges, and needs for sustainability.

Selected applicants are required to submit the following by July 31, 2020:

- Final report;
- Annual expenditure report/invoice.

As part of the proposal, please present an evaluation strategy that indicates what metrics will be used to evaluate the project.

3.3.1 Work Plan

Applicants are asked to provide a work plan which will identity key objectives the proposed project will achieve over the 6-month implementation period. Work plan goals include:

- Goal 1: Creation and dissemination of Survivorship Care Plan.
- **Goal 2:** Expansion of patient navigation services to receive appropriate treatment and follow-up care; including community/clinical linkage referrals for tobacco cessation, increased physical activity, and improved nutrition, as appropriate.

- **Goal 3:** Educate survivors and providers on cancer survivor guidelines and follow-up care using National Cancer Survivorship Resource Center resources.
- **Goal 4:** Reporting: evaluate impact of project; including emerging issues; identification of best practices; and identification of successes, challenges, and needs for sustainability.

Applicants should use the work plan template provided as Attachment C.

3.3 Invoicing

3.3.1 General

- (a) All invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:
 - Grantee name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number
 - State assigned Contract number;
 - State assigned (Blanket) Purchase Order number(s);
 - Goods or services provided; and
 - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant.

3.3.2 Invoice Submission Schedule

The Grantee shall submit invoices in accordance with the following schedule:

Invoices are due by the 15^{th} of the month following the conclusion of the grant period (i.e., if the grant ends on 6/15/2020, the invoice will be due by 7/15/2020).

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I Project Narrative
- Volume II Budget Narrative

4.2 **Proposals**

- 4.2.1 Each Application shall contain an unbound original, so identified, and three (3) copies and one labeled "*PIA Proposal Narrative". Unless the resulting package will be too unwieldy, the State's preference is for the Application to be submitted in a single package including a label bearing:
 - The RFA title and number,
 - Name and address of the Applicant, and
 - Closing date and time for receipt of Applications

To the Procurement Officer prior to the date and time for receipt of Applications (see Section 1.6 "Applications Due (Closing) Date and Time").

4.2.2 Applications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

*Redacted Public Information Act (PIA) Copy: All information submitted as part of this proposal is subject to release under the Public Information Act. Please submit a redacted PIA copy of the Proposal Narrative. The Procurement Officer must receive justifications for each section redacted as to how those sections qualify for redaction pursuant to General Provisions § 4-335 or 4-336, Annotated Code of Maryland, or under other provisions of the Public Information Act.

4.3 Volume I – Project Narrative

- Note: No pricing information is to be included in the Project Narrative (Volume 1). Pricing information is to be included only in the Budget Justification (Volume II).
- **4.3.1** The Technical Proposal shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);

- Applicant's eMMA number;
- Applicant's MBE certification number (if applicable);
- Applicant's SBR number (if applicable) please contact eMMA at 410-767-1492 if you don't know your number.
- **4.3.1.2 The Project Narrative** shall include the Scope of Work, including the Work Plan (as described in Section 3.2).

4.3.1.3 Mandatory Requirements Documentation (Section 2, 2.1.1)

4.3.1.4 Applicant Technical Response to RFA Requirements and Proposed Work Plan:

a. The Applicant shall address each Scope of Work requirement (Section 3.2) in its Project Narrative and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Applicant agreement to any requirement(s), the Applicant shall state its agreement or disagreement. Any paragraph in the Project Narrative that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Application classified as not reasonably susceptible of being selected for award or the Applicant deemed non-responsive.

4.4 Volume II – Budget Narrative

- 4.4.1 Under separate sealed cover from the Project Narrative and clearly identified in the format identified in Section 4.2 "Applications," the Applicant shall submit an original unbound copy of the Budget Narrative. The Budget Narrative shall contain all price information in the format specified in Exhibit B. The Applicant shall complete the Budget Narrative Form only as provided in the Budget Narrative Form.
- **4.4.2** The Applicant shall attach to the Budget Form a Budget Narrative document that details the total cost of the proposed activities. The budget categories may include: Personnel (salary and fringe), Consultants; Travel; Contractual; Supplies; Operating Costs; and Other project-related costs.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

<u>SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND</u> <u>SELECTION PROCEDURE</u>

5.1 Evaluation Committee

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, participate in Applicant oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 **Project Narrative Evaluation Criteria**

The criteria to be used to evaluate each Project Narrative listed below in descending order of importance.

- A. Applicant is an accredited Maryland based cancer center.
- B. Anticipated number of patients that will be supported through the SCP enhancement project.
- C. To what extent will the proposed expansion of patient navigation services support patients to connect to services and resources?
- D. To what extend does the proposed strategy to promote and disseminate resources maximize the opportunity to increase both cancer survivor and physician knowledge?
- E. As part of the reporting requirement, to what extend does the proposed evaluation strategy support capturing the impact of the project to furthering survivor care? Does the strategy include emerging issues, identification of best practices, and identifying successes, challenges, and needs for sustainability?
- F. To what extent does the workplan meet the deliverables and timeline of the project?

5.3 Budget Narrative Evaluation Criteria

All Qualified Applicants will be ranked from the lowest (most advantageous) to the highest (least advantageous) based on the rating of the Project Narratives. The Budget Narrative (including the Budget Form and Budget Narrative), will be evaluated based on reasonable cost given the time and effort described in the Project Narrative. The budget line items must be within the stated guidelines set forth in this RFA and as submitted on **Exhibit C** – **Budget Narrative**.

5.4 Selection Procedures

5.4.1 General

The Grant will be awarded in accordance with the Standard Grant Agreement method outlined in the Announcement. The State may determine an Applicant to be non-responsive and/or an Applicant's Application to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Applications and prior to Grant award. If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that

Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.4.2 Award Determination

Upon completion of the Project Narrative and Budget Narrative evaluations and rankings, each Applicant will receive an overall ranking. The Procurement Officer will recommend award of the Grant to the responsible Applicant that submitted the Application determined to be the most advantageous to the State. In making this most advantageous Application determination, technical factors and financial factors will be weighted equally.

RFA ATTACHMENTS

EXHIBIT B – Budget Form

This must be completed and submitted with the Project Narrative in a separate envelope.

EXHIBIT C—Budget Narrative

This must be completed and submitted with the Project Narrative, along with the Budget Narrative Form, in a separate envelope.

ATTACHMENT A – Standard Grant Agreement "Sample"

This is the sample grant agreement used by the Department. It is provided with the RFA for informational purposes and is not required to be submitted an Application submission time. Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Standard Grant Agreement within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee.

ATTACHMENT B – RFA Document Checklist

Use this checklist to ensure that the required documents for the Project Narrative and Budget Narrative are completed.

ATTACHMENT C – Work Plan Template

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B – BUDGET FORM

FINANCIAL PROPOSAL FORM

The Budget Narrative shall contain all price information in the format specified on these pages. Complete the Budget Form only as provided in the Budget Form format. Do not amend, alter or leave blank any items on the Budget Form. Failure to adhere to any of these instructions may result in the Budget Narrative being determined non-responsive and rejected by the Department.

Submitted By:	
Authorized Signature:	Date:
Printed Name and Title:	
Company Name:	
Company Address:	
Location(s) from which services will be performed (City/State):	
FEIN:	
eMMA #:	
Telephone: ()	
Fax: ()	
E-mail:	

Budget Summary

Line Item	Qty	Unit Cost	Total Cost
Salary			
Fringe			
Contractual			
Travel			
Operating Costs			
Supplies			
Other			
TOTAL			

PHPA-814 / BPM017714 Survivorship Care Plan Enhancement Project

BUDGET NARRATIVE TEMPLATE

<u>Sample</u> Line Item Justification

Personnel (Preventionist): \$15,600

Justification: The Preventionist will be responsible for: conducting project-related relationship-building activities with new and existing partners; developing informational materials for community leaders and the public, including fact sheets and social media posts related to the project topic; coordinating and facilitating monthly project meetings with partners; conducting awareness-building activities within key demographic areas in the community to engage the project target audience; developing and providing professional training at targeted local governmental agencies and private businesses; attending community events relevant to the project and the project's partners. The Project Coordinator will also attend RISEMD meetings, collect data, conduct evaluation activities, prepare reports, and act as a liaison with the MDH Grant Monitor.

\$30/hr x 520 hours = \$15,600

ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this <u><enter day> day of <month, year></u>, between the State of Maryland (the "State"), acting through the <u>Maryland Department of Health</u>, (the "Department"), located at <u><enter MDH Address></u> and the <u><grantee name></u> (the "Grantee"), located at <u><grantee address></u> in <u><county / city></u> County, <u><state, zip></u>, a <u>Maryland</u> Limited Liability Company / Corporation.

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <u><amount in</u> <u>words></u> Dollars (\$xx,xxx.xx) (the "Grant"), which the Grantee shall use only for the following purposes: <<u>grant purpose</u>>

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

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

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

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;

B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or

agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and

D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

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

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

- 9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.
- 10. This Agreement shall bind the respective successors and assigns of the parties.

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

- 12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.
- 13. The following items are incorporated by referenced and made a part of this Agreement_<u>Appendix A & B</u>, <u>Attachment A, B, C</u>, D, E.&F.

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

GRANTEE

DEPARTMENT

(Name of Corporation or Association)		<u>Maryland Department of Health.</u> (Name of Corporation or Association)		
By:	SEAL	By:SEAL		
Name:		Name:		
Title:		Title:		
Date:		Date:		

<u>APPENDIX A</u>

The Department's Grant Monitor is:

<Name and Title of MDH grant monitor> address, <Office> Maryland Department of Health 201 W. Preston Street Baltimore, Maryland 21201 Phone: Email:

The Grantee's Grant Monitor is:

<enter name, title, office, grantee agency,

phone number and email >

I. BACKGROUND INFORMATION OF AGREEMENT

<Enter background information of the agreement>

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

<Enter all duties and scopes of work for the grant agreement>

The Remainder of This Page is Left Blank

APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - < Date of Project>

<Enter Budget>

II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the <grantee/sub-recipient/sub-awardee> for this project <MDH awarding agency> will:

• Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance.

This includes but is not limited to:

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

The Remainder of This Page is Left Blank

SECTION IV. INCORPORATION BY REFERENCE

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

Exact Title of Document(s)	Number of Pages
Conditions of Award- Attachment A	2
Federal Funds- Attachment B	2
Debarment Affirmation- Attachment C	2
Certification Regarding Tobacco Smoke- Attachment D	1
Certification Regarding Lobby- Attachment E	<u>5</u>
Additional Information required for Prevention and Health Promotion Administration Grants – Attachment F	2

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT A

CONDITIONS OF AWARD

Maryland Department of Health (MDH)

<u><Enter Department Here></u>
<u><Enter Federal Awarding Agency Here></u>
<u><Enter Name of Federal Award and Grant Number Here></u>

Period of Performance: <<u>Enter From and To Dates Here</u>>

Important Dates:

<enter date="" here="">:</enter>	Quarterly progress report
<enter date="" here="">:</enter>	All funds obligated
<enter date="" here="">:</enter>	All funds must be spent
<enter date="" here="">:</enter>	Final progress and fiscal report due to MDH

The grantee/sub-grantee/sub-recipient (circle one), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

- 1. The grantee/sub-grantee/sub-recipient, <u><Enter Grantee Name Here</u> > agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
- 2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
- 3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
- 4. The grantee/sub-grantee/sub-recipient, shall cite < Enter Name of Federal Award > and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
- 5. The grantee/sub-grantee/sub-recipient, should inform the MDH <u><Enter Department Here></u> as a courtesy when a presentation or publication is made public that involves programs or data

partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

Fiscal Requirements:

- 1. The grantee/sub-grantee/sub-recipient, shall <u>not</u> use <u><Enter Name of Federal Award></u> to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;
 - d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
- 2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
- 3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

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

Site Visits and Surveys:

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

Equipment Inventory Requirements:

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

Risk Assessment:

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions [Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Department of Health.]

- 1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
- 2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts <u>or</u> (b) funded with nonfederal funds.
- 3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, and education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
- 4. In addition, federal law requires that:
 - a) OMB 2 CFR 200, Subpart F, Audit Requirements requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OBM) 2 CFR 200, Subpart F.
 - b) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - c) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- i. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- iii. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- iv. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 <u>et seq</u>.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health...services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration), NIH (National Institute of Health), CDC (Center for Disease Control and Prevention), and HHS (Health and Human Services) are prohibited from paying any direct salary at a rate of Executive Level II or more than \$189,600 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants, Public Health and Emergency Preparedness and Hospital Preparedness Program Cooperative Agreements.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, а form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT C

DEBARMENT AFFIRMATIONS

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

A. <u>AUTHORIZED REPRESENTATIVE</u>

I HEREBY AFFIRM THAT:

I am the

(Title)

and the duly authorized representative of

(Name of Grantee/sub-recipient/sub-awardee)

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

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

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

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, <u>et</u> <u>seq</u>., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

Date:	_ <mark>X</mark>		
By:	X		
•		(Authorized Representative and Affiant)	

The Remainder of This Page is Left Blank

ATTACHMENT D

DEPARTMENT OF HEALTH & HUMAN SERVICES

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

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

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

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

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

X

Signature of Authorized Certifying Official

Certification Regarding Lobbying

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

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

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

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

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

Award No.	Organizational Entry
Name and Time of Official signing for Organizational Entry	Telephone No. of Signing Official
x	×
Signature of Above Official	Date Signed
×	×

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city,

state, and zip code of the prime Federal recipient. Include Congressional District if known.

- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

- 15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

The Remainder of This Page is Left Blank

Complete this form to disc		es pursuant to 31 U.S	. C 1352 (See reverse for public burden disclosure.)	
1. Type of Federal Action:	2. Status of Federa		3. Report Type	
a. Contract	a. Bid/offer/application		a. Initial filing	
b. Grant	b. Initial awa		b. Material change	
c. Cooperative agreement	c. Post-awar	d	For Material Change Only:	
d. Loan			Year quarter	
e. Loan guarantee			Date of last report	
f. Loan insurance	h //	E If Departing Eat	ity in No. 4 is Sub-awardee, enter	
4. Name and Address of Reporting Enti	ty:	5. If Reporting Ent		
	if known:	Name and addi	ess of Filme.	
		Congressional	District, if known	
		Congrecoleria		
Congressional District, if known				
6. Federal Department/Agency:		7. Federal Program	n Name/Description:	
, , ,		0	•	
8. Federal Action Number, if known;		9. Award Amount,	if known:	
10. a. Name and Address of Lobbying E		11. Individuals Per		
(If individual, last name, first name,	MI):		ress if different from No. 10a)	
		(last name, firs	t name, MI):	
11 Amount of Doumont (abook all that	annh de	12 Turne of Dourse	ont (Chook all that annuly)	
11. Amount of Payment (check all that a \$ actual pl	appiy). onnod	13. Type of Payme a. Retaine		
φ ρι		b. One-tim		
		c. Commis	sion	
12. Form of Payment (check all that app	(v)	d. Contingent fee		
a. Cash	<i>лу).</i>	e. Deferred		
b. In-kind: specify: nature		f. Other, specify:		
value				
14 Brief Description of Services Perform	med or to be Perform	ed and Date(s) of Se	rvice, including officer(s), employee(s),	
or Member(s) contacted, for Payme				
(a	attached Continuatior	n Sheet(s) SF-LLL-A	if necessary)	
	I I-			
15. Continuation Sheet(s) SF-LLL-A atta	ached:	yes	no	
	una in a suth a sime of here.	Cime et une		
16. Information required through this form is authorized by		Signature:		
title 31 U.S.C. sections 1352. This disclosure of lobbying				
activities is a maternal representation of fact upon which		Print Namo:		
reliance was placed by the per 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		Title:		
available for public inspection. Any person who fails to file		Title:		
the required disclosure shall be subject to a civil penalty of				
not less than \$10,000 and not more than \$100,00 for each		Telephone No: Date:		
such failure.				
<u> </u>				
Federal Use Only:		Authorized for Loca	al Reproduction Standard form-LLL	

Continuation Sheet				
Reporting Entity:			of	
		Authoriz	zed for Local Reproduction Standard Form-LLL-A	

ATTACHMENT F

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

____(insert start and end dates)____

- 2. There (__X___ are / ____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Appendix D.
- 3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.
- 4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

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

_is

\$______in Maryland State fiscal year_____. This represents _____% of all funds budgeted for unit in that fiscal year. This does not necessarily represent the amount of funding available.

c. If contained, the source of these federal funds is:

d. The CFDA number is ______. The conditions that apply to all federal funds awarded by the Prevention and Health Promotion Administration are contained in Appendix B. Any additional conditions that apply to this federally funded grant are contained in Appendix D

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

Project Narrative Checklist:

- □ Transmittal Letter
- □ Project Narrative including Scope of Work (*See Section 3.2 Scope of Work Requirements*)
- $\square Work Plan (See Attachment C)$

Budget Narrative Checklist: (Separate Envelope)

- □ Budget Form (*See Exhibit B Budget Form*)
- □ Budget Narrative (*See Exhibit C Budget Narrative*)