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**SUSAN G.  
KOMEN®**  
**EAST TENNESSEE**



**Susan G. Komen® East Tennessee – Knoxville Region**

**FY19 COMMUNITY GRANTS PROGRAM  
REQUEST FOR APPLICATIONS**

**FOR BREAST CANCER PROJECTS**

**PERFORMANCE PERIOD: APRIL 1, 2019 - MARCH 31, 2020**

**OUR MISSION: SAVE LIVES BY MEETING THE MOST CRITICAL NEEDS IN OUR COMMUNITIES  
AND INVESTING IN BREAKTHROUGH RESEARCH TO PREVENT AND CURE BREAST CANCER**

**Susan G. Komen® East Tennessee – Knoxville Region\***  
318 Nancy Lynn Lane, #13  
Knoxville, TN 37919  
[www.KomenEastTN.org](http://www.KomenEastTN.org)

***\*Please see separate Request for Application for Susan G. Komen® East Tennessee – Tri-Cities  
Region.***

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## KEY DATES

Grant Writing Workshop	Thursday, September 13, 2018 from 1-4 pm EST
Application Deadline	Thursday, November 29, 2018 at 12:00 pm EST
Award Notification	By March 31, 2019
Award Period	April 1, 2019 - March 31, 2020

## ABOUT SUSAN G KOMEN® AND KOMEN EAST TENNESSEE

Susan G. Komen is the world's largest breast cancer organization, funding more breast cancer research than any other nonprofit outside of the U.S. government while providing real-time help to those facing the disease. Komen has set a Bold Goal to reduce the current number of breast cancer deaths by 50 percent in the U.S. by 2026. Since its founding in 1982, Komen has funded more than \$956 million in research and provided more than \$2.1 billion in funding to screening, education, treatment and psychosocial support programs. Komen has worked in more than 60 countries worldwide. Komen was founded by Nancy G. Brinker, who promised her sister, Susan G. Komen, that she would end the disease that claimed Suzy's life. Komen East Tennessee is working to better the lives of those facing breast cancer in the local community. Through events like the Komen East Tennessee Race for the Cure®, Komen East Tennessee has invested over \$10.3 million in community breast health programs in 24 counties.

## NOTICE OF FUNDING OPPORTUNITY AND STATEMENT OF NEED

Komen East Tennessee is offering community grants to support breast cancer projects that address specific funding priorities, which were selected based on data from the current Komen East Tennessee Community Profile Report, found on our website at [www.KomenEastTN.org](http://www.KomenEastTN.org).

The funding priority areas are listed below in order of importance based on the needs identified in the Community Profile:

### 1. **Screening/Diagnostic Services**

Programs that provide access and reduce barriers to breast screening and diagnostic services for uninsured, underinsured and medically-underserved individuals in Komen East Tennessee - Knoxville Region's 16-county service area. Priority will be given to programs that serve individuals from Claiborne, Morgan, Roane and Union Counties.

### 2. **Financial Assistance for Patients in Treatment**

Programs that reduce barriers to progressing through the continuum of care for breast cancer treatment by providing financial assistance to meet basic needs (e.g.: rent/mortgage, groceries, utilities, transportation/gas cards, etc.). Priority will be given to programs that serve individuals from Claiborne, Morgan, Roane and Union Counties.

For the purpose of this Request for Applications, screening and diagnostics are defined as clinical breast exams, mammograms, breast ultrasounds, breast MRI, breast biopsy and other diagnostic tests used to detect breast cancer. Underinsured individuals are those persons who have insurance but that coverage does not include necessary screening and/or diagnostic testing for breast cancer. Individuals who have insurance coverage but are unable to access

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necessary screening and/or diagnostic testing due to high deductibles and/or co-pays will also be considered underinsured.

Examples of successful projects include those that result in:

- An increase the number of “never screened” women getting breast cancer screening;
- A reduction in the number of women “lost to follow-up;”
- A reduction in time from abnormal screening to diagnostic procedures;
- A reduction in time from diagnostic resolution to treatment;
- An increase in treatment compliance.

Applicants may request funding up to \$75,000 for screening/diagnostic programs (Priority 1) or up to \$20,000 for patient assistance programs (Priority 2) (combined direct and indirect costs) for one year. If a program addresses both priorities, applicants may request up to \$75,000; however, no more than \$20,000 of the total amount requested may be allocated for financial assistance for patients in treatment.

## ELIGIBILITY REQUIREMENTS

The following eligibility requirements must be met at the time of application submission:

- Individuals are not eligible to apply.
- Applications will only be accepted from governmental organizations under Section 170(c)(1) or nonprofit organizations under Section 501(c)(3) of the Internal Revenue Service (IRS) code. Applicants must prove tax-exempt status by providing a letter of determination from the IRS.
- Applicant organizations must provide services to **residents** of one or more of the following counties:
  - Anderson County
  - Blount County
  - Campbell County
  - Claiborne County
  - Cocke County
  - Grainger County
  - Hamblen County
  - Jefferson County
  - Knox County
  - Loudon County
  - Monroe County
  - Morgan County
  - Roane County
  - Scott County
  - Sevier County
  - Union County
- Proposed projects must be specific to breast health and/or breast cancer and address the priorities identified within this RFA. If a project includes other health issues along with breast cancer, such as a breast and cervical cancer project, funding may only be requested for the breast cancer portion.
- All past and current Komen-funded projects must be in compliance with Komen requirements.

- If applicant, or any of its key employees, directors, officers or agents is convicted of fraud or a crime involving any other financial or administrative impropriety in the 12 months prior to the submission deadline for the application, then applicant is not eligible to apply for a grant until 12 months after the conviction. After such 12-month period, applicant must demonstrate in its application that appropriate remedial measures have been taken to ensure that any criminal misconduct will not recur.
- If applicant is not a current (2018-2019) Komen East TN grant recipient, then at least one individual from the applicant organization who will be involved in the writing of the application and administration of the grant must attend the grant writing workshop on September 13 from 1-4 p.m. in Knoxville. Alternative arrangements may be approved in extreme circumstances by contacting Jessica Waddell at (865) 588-0902 or [jwaddell@komeneasttn.org](mailto:jwaddell@komeneasttn.org).

## ALLOWABLE EXPENSES

Funds may be requested for the following types of expenses, provided they are **directly attributable** to the project:

- Salaries and fringe benefits for project staff for work directly related to this project only and not to exceed 25% of total requested grant funding
- Consultant fees not to exceed \$1,000
- Clinical services or patient care costs related to screening and diagnostics (allowed up to Medicare reimbursement rates). Komen funding should always be used as the last resort. Patients eligible for BCCP or Medicaid should be referred, while patients ineligible for other safety net services or services excluded from other programs can be served by grant funding.
- Supplies not to exceed 3% of total requested grant funding
- Reasonable travel costs related to the execution of the project including mileage (reimbursable up to the current federal rate) not to exceed 10% of total requested grant funding
- Other direct project expenses (must directly impact the project and can include meeting costs such as room rental, insurance premiums required for Komen grant, etc.) not to exceed 10% of total requested grant funding
- Equipment, including software, not to exceed \$5,000 total, essential to the breast health-related project to be conducted
- Indirect costs, not to exceed 5 percent of direct costs

For more information, please refer to the descriptions in the Budget Section below.

Funds may **not** be used for the following purposes:

- Research, defined as any project or program with the primary goal of gathering and analyzing data or information.
  - Specific examples include, but are not limited to, projects or programs designed to:
    - Understand the biology and/or causes of breast cancer
    - Improve existing or develop new screening or diagnostic methods
    - Identify approaches to breast cancer prevention or risk reduction
    - Improve existing or develop new treatments for breast cancer or to overcome treatment resistance, or to understand post-treatment effects
    - Investigate or validate methods or tools

- Education regarding breast self-exams/use of breast models. According to studies, teaching breast self-exam (BSE) has not been shown to be effective at reducing mortality from breast cancer.
- Development of educational materials or resources that either duplicate existing Komen materials or for which there is not a demonstrated need. Grantees can view, download and print all of Komen's educational materials by visiting <http://ww5.komen.org/BreastCancer/KomenEducationalMaterials.html>. If a grantee intends to use supplemental materials, they should be consistent with Komen messages.
- Education via mass media (e.g., television, radio, newspapers, billboards), health fairs and material distribution. Evidence-based methods such as one on one and group sessions should be used to educate the community and providers.
- Construction or renovation of facilities/ land acquisition
- Political campaigns or lobbying
- General operating funds (in excess of allowable indirect costs)
- Debt reduction
- Fundraising (e.g., endowments, annual campaigns, capital campaigns, employee matching gifts, events)
- Event sponsorships
- Projects completed before the date of grant approval
- Project-related investments/loans
- Scholarships
- Equipment over \$5,000 total
- Projects or portions of projects not specifically addressing breast cancer
- Patient treatment costs, including, but not limited to, surgery, chemotherapy, radiation, hormone therapy, targeted therapy and survivorship care plan
- Screening technology outside of the standard of care or defined as an emerging technology by Susan G. Komen (the current list – found here: <http://ww5.komen.org/BreastCancer/EmergingAreasinEarlyDetection.html> - includes 3D mammography/tomosynthesis, nuclear medicine breast imaging, thermography, and those under study by clinic trials)
- Diagnostic technology outside of the standard of care or defined as an emerging technology by Susan G. Komen (the current list – found here: <http://ww5.komen.org/BreastCancer/EmergingAreasinDiagnosis.html> - includes breast MRI, 3D mammography/tomosynthesis, positron emission tomography, tumor profiling, molecular subtypes, and circulating tumor cells and circulating tumor DNA).

## IMPORTANT GRANTING POLICIES

Please note the following non-negotiable policies before submitting an application:

- The project must occur between April 1, 2019 and March 31, 2020.
- Recipients of services must reside in the Affiliate Service Area.
- The effective date of the grant agreement is the date on which Komen fully executes the grant agreement and shall serve as the start date of the project. **No expenses may be accrued against the project until the grant agreement is fully executed.** *The contracting process can take up to six weeks from the date of the award notification letter.*
- Any unspent funds over \$1.00 must be returned to Komen East Tennessee.

- Grant payments will be made in installments pending acceptance of and compliance with terms and conditions of a fully executed grant agreement.
- Grantee will be required to submit a minimum of one semi-annual progress report and one final report that will include, among other things, an accounting of expenditures and a description of project achievements. Additional reports may be requested.
- At the discretion of Komen East Tennessee, the grantee may request one no-cost extension of no more than six months per project. Requests must be made by grantee no later than 30 days prior to the end date of the project.
- Certain insurance coverage must be demonstrated through a certificate of insurance at the execution of the grant agreement, if awarded. Grantee is required at minimum to hold:
  - Commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, property damage and advertising injury;
  - Workers' compensation insurance in the amount required by the law in the state(s) in which its workers are located and employers' liability insurance with limits of not less than \$1,000,000; and
  - Excess/umbrella insurance with a limit of not less than \$5,000,000.
  - To the extent any transportation services are provided, \$1,000,000 combined single limit of automobile liability coverage will be required.
  - To the extent medical services are provided, medical malpractice coverage with combined limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate will be required.
  - Grantees are also required to provide Komen East Tennessee with a certificate of insurance with Susan G. Komen Breast Cancer Foundation, Inc., Susan G. Komen East Tennessee, its officers, employees and agents named as Additional Insured on the above policies solely with respect to the project and any additional policies and riders entered into by grantee in connection with the project.
- If a grantee is only funding and not directly providing screening and diagnostic services, the umbrella coverage is not required. However, it is the grantee's responsibility to make sure all providers they use have the required insurance.

## EDUCATIONAL MATERIALS AND MESSAGES

Susan G. Komen is a source of information about breast cancer for people all over the world. To reduce confusion and reinforce learning, we only fund projects that use educational messages and materials that are consistent with Komen messages, such as our breast self-awareness messages - know your risk, get screened, know what is normal for you and make healthy lifestyle choices. The consistent and repeated use of the same messages can reduce confusion, improve retention and lead to the adoption of actions we believe are important for quality breast care. Please visit the following webpage before completing your application and be sure that your organization can agree to promote these messages: <http://ww5.komen.org/BreastCancer/BreastSelfAwareness.html>.

If an applicant wants to develop educational resources, they must discuss with Komen East Tennessee prior to application submission and provide evidence of need for the resource.

Komen has developed breast cancer education toolkits for Black and African-American communities and Hispanic/Latino communities. They are designed for health educators and organizations to meet the needs of their communities. The Hispanic/Latino toolkit is available in both English and Spanish. To access these toolkits, please visit <http://komentoolkits.org/>.

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## REVIEW PROCESS

Each grant application will be reviewed by at least three reviewers from the community, who will consider each of the following selection criteria:

**Impact 30%:** How successful will the project be at increasing the percentage of people who enter, stay in or progress through the continuum of care, thereby reducing breast cancer mortality? To what extent has the applicant demonstrated that the project will have a substantial impact on the selected funding priority?

**Statement of Need 20%:** How well has the applicant described the identified need and the population to be served, including race, ethnicity, economic status and breast cancer mortality statistics? How closely does the project align with the funding priorities and target communities stated in the RFA?

**Project Design 20%:** How likely is it that proposed activities will be achieved within the scope of the project? How well has the applicant described the project activities to be completed with Komen funding? To what extent is the proposed project designed to meet the needs of specific communities including the cultural and societal beliefs, values and priorities of each community? How well does the applicant incorporate an evidence-based intervention and/or a promising practice? To the extent collaboration is proposed, how well does the applicant explain the roles, responsibilities and qualifications of project partners? How well does the budget and budget justification explain the need associated with the project?

**Organization Capacity 15%:** To what extent does the applicant's staff have the expertise to effectively implement all aspects of the project and provide fiscal oversight, including the appropriate licenses, certifications, accreditations, etc. to deliver the proposed services? How well has the applicant demonstrated evidence of success in delivering services to the target population described? To what extent has the applicant demonstrated they have the equipment, resources, tools, space, etc., to implement all aspects of the project?

**Monitoring and Evaluation 15%:** To what extent will the documented evaluation plan be able to measure progress toward the stated project goal and objectives, and the resulting outputs and outcomes? To what extent does the evaluation plan aim to collect the relevant required metrics in Appendix A of the RFA? To what extent are the applicant's monitoring and evaluation (M&E) resources/ expertise likely to adequately evaluate project success?

The grant application process is competitive, regardless of whether or not an organization has received a grant in the past. Funding in subsequent years is never guaranteed.

## SUBMISSION REQUIREMENTS

All proposals must be submitted online through the Komen Grants eManagement System (GeMS): <https://affiliategrants.komen.org>. All applications must be submitted before the Application Deadline listed in the Key Dates section above. Applicants are strongly encouraged to complete, review and submit their applications with sufficient time to allow for technical difficulties, human error, loss of power/internet, sickness, travel, etc.

**Extensions to the submission deadline will not be granted, with the rare exception made for severe extenuating circumstances at the sole discretion of Komen.**

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## APPLICATION INSTRUCTIONS

The application must be completed and submitted via the Komen Grants eManagement System (GeMS), <https://affiliategrants.komen.org>. The required sections/pages in GeMS are listed in ALL CAPS and described below. For an application instruction manual, please visit our webpage, [www.KomenEastTN.org](http://www.KomenEastTN.org), or contact Jessica Waddell at (865) 588-0902 or [jwaddell@KomenEastTN.org](mailto:jwaddell@KomenEastTN.org). When initiating an application in GeMS, make sure it is a **Community Grants** application, designated “CG.”

### PROJECT PROFILE

This section collects applicant information including proposed partner organizations, and accreditations earned (if applicable).

Attachments for the Project Profile page (if applicable):

- **Letters of support or memoranda of understanding from proposed collaborators** to describe the nature of the collaboration and the services/expertise/personnel to be provided through the collaboration.

### ORGANIZATION SUMMARY

This section collects information regarding the applicant’s history, mission, programs and accomplishments, staff/volunteers, budget and social media.

### PROJECT PRIORITIES AND ABSTRACT (limit 1,000 characters)

This section collects information about the funding priorities to be addressed and the project abstract. The abstract should include the target populations to be served, the need to be addressed, a description of key activities, the expected number of individuals to be served and the expected change the project will likely bring to the community including how it will be measured. The abstract is typically used by the Affiliate in public communications about funded projects.

### PROJECT NARRATIVE

This is the core piece of the application divided into the following subsections:

#### **Statement of Need (limit 5,000 characters)**

- Describe evidence of the risk/need within the identified population.
- Describe the target population to be served with Komen funding using race, ethnicity, socioeconomic and breast cancer mortality statistics.
- Describe how this project aligns with Komen target communities and/or the RFA funding priorities.

#### **Project Design (limit 5,000 characters)**

- Describe how the project will increase the percentage of people who enter, stay in or progress through the continuum of care and thereby reduce breast cancer mortality.
- Explain what specifically will be accomplished using Komen funding and how the project’s goal and objectives align with the selected funding priorities.
- Explain how the project is designed to meet the needs of specific communities and reflects the cultural and societal beliefs, values, and priorities of each community.

- Explain how the project incorporates an evidence-based intervention (please cite references).
- Explain how collaboration strengthens the project, including roles and responsibilities of all organizations and why partnering organizations are qualified to assist in accomplishing the goal and objectives. Organizations mentioned here should correspond with those providing letters of support/collaboration or MOUs on Project Profile page.

### **Organization Capacity (limit 5,000 characters)**

- Explain how the applicant organization and associated project staff are suited to lead the project and accomplish the goal and objectives. Include appropriate organization or staff licenses, certifications and/or accreditations.
- Describe evidence of success in delivering breast cancer services to the proposed population. If the breast cancer project is new, describe relevant success with other projects.
- Describe the equipment, resources, tools, space, etc., that the applicant organization possesses or will utilize to implement all aspects of the project.
- Describe the organization's current financial state and fiscal capability to manage all aspects of the project to ensure adequate measures for internal control of grant dollars. If the organizational budget has changed over the last three years, explain the reason for the change.

### **Monitoring and Evaluation (limit 5,000 characters)**

- Describe how the organization(s) will measure progress toward the stated project goal and objectives, including the specific evaluation tools that will be used to measure progress. These tools can include client satisfaction surveys, pre- and post-tests, client tracking forms, etc.
- Describe the specific outcomes that will be measured as a result of proposed project activities, including those metrics required in Appendix A of the RFA. Outcomes reported can include number of days to diagnostic resolution after an abnormal imaging test, number of days from diagnosis to first day of treatment, etc.
- Describe the resources and expertise available for monitoring and evaluation during the project period. Specify if the expertise and resources are requested as part of this project, or if they are existing organizational resources.

Grantees will be required to report on the following outputs and outcomes in the progress and final reports:

- Accomplishments
- Challenges
- Upcoming tasks
- Lessons learned
- A compelling story from an individual that was served with Komen funding
- Demographics of individuals served through Komen funding (see Appendix A)
- Types of services provided (see Appendix A)

### **PROJECT TARGET DEMOGRAPHICS**

This section collects information regarding the various groups the project will target. This does not include *every* demographic group the project will serve but should be based on the groups that the project will primarily focus its attention.

## PROJECT WORK PLAN

In this section, all applicants are required to develop project objectives in order to meet the universal goal to:

**Reduce breast cancer mortality by addressing disparities, increasing access to quality and timely care, and/or improve outcomes through patient navigation.**

All projects must have at least one objective. While there is no limit to the number of objectives allowed, the number of objectives should be reasonable, with each able to be evaluated. Please ensure that all objectives are SMART:

Specific  
Measurable  
Attainable  
Realistic  
Time-bound

A guide to crafting SMART objectives is located in Appendix B with examples provided.

The submission of a timeline and anticipated number of individuals to be served is also required.

Write the Project Work Plan with the understanding that each objective must be reported on in progress reports. **The Project Work Plan must only include measurable objectives that will be accomplished with funds requested from Komen East Tennessee.** Objectives that will be funded by other means should **not** be reported here, but instead can be included in the description of the overall program in the Project Narrative section.

Attachments to support the Project Work Plan page may include, but are not limited to:

- **Evaluation forms, surveys, logic models** that will be used to measure the objectives.

## BUDGET SECTION

For each line item in the budget, applicant must **provide an estimated expense calculation and a brief justification** explaining how the funds will be used and why they are necessary to achieve proposed objectives. A description of each budget category follows:

### KEY PERSONNEL/SALARIES

This section collects information regarding the personnel needed to achieve proposed project objectives. Any individual playing a key role should be included with information for employee's salary and benefits adjusted to reflect the percentage of effort on the project. If no funds are requested from Komen for staff salary, enter 0 in the % of Salary on Project request field to properly complete an application.

#### Attachments Needed for Key Personnel/Salaries Section:

- **Resume/Job Description** – For key personnel that are currently employed by the applicant organization, provide a resume or *curriculum vitae* that includes education level achieved and licenses/certifications obtained. For new or vacant positions, provide a job description (*Two-page limit per individual*).

## CONSULTANTS/ SUB-CONTRACTS

This section should be completed if the applicant requires a third party to help achieve proposed project objectives. Consultants are persons or organizations that offer specific expertise not provided by project staff and are usually paid by the hour or day. Subcontractors have substantive involvement with a specific portion of the project, often providing services not provided by the applicant. Patient Care services, even if subcontracted, should not be included in this section; those funds should be included in the Patient Care budget section.

## SUPPLIES

This section should include the supplies needed to help achieve proposed project objectives.

## TRAVEL

This section should be completed if travel expenses such as conference registration fees/travel or mileage reimbursement by organization staff or volunteers related to project activity is necessary to achieve proposed project objectives. This section is **not** for transportation assistance for patients/clients – this expense should be recorded on the “Patient Care” page.

## PATIENT CARE

This section should include all funds requested for providing direct services for a patient. This should be the cost needed to provide the direct services to achieve proposed project objectives. Navigation or referral project costs should not be included in this section but can be included in Key Personnel/ Salaries or Consultants/ Sub-Contracts sections, as appropriate.

## OTHER

This section should only be used for items that are directly attributable to the project but cannot be included in the existing budget sections.

## INDIRECT

The allowable indirect cost, which is requested as a percentage of direct costs, includes expenses supporting the project, including, but not limited to, allocated costs such as facilities, technology support, communication expenses and administrative support.

## PROJECT BUDGET SUMMARY

This section includes a summary of the total project budget. Other sources of funding for this project must also be entered on this page.

### Attachments Needed for the Project Budget Summary Section:

- **Proof of Tax-Exempt Status** – To document the applicant’s **federal tax-exempt status**, attach a determination letter from the Internal Revenue Service. Evidence of state or local exemption will not be accepted. Please do not attach a Federal tax return. To request verification of the applicant organization’s tax-determination status, visit the following website:

<https://www.irs.gov/charities-non-profits/exempt-organizations-select-check>

- If requesting funding for insurance coverage required as a condition of this grant, attach a quote for the cost of the policy.

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**Applicant Support:** Questions should be directed to:

Jessica Waddell, Director of Community Programs

865-588-0902

[jwaddell@komeneasttn.org](mailto:jwaddell@komeneasttn.org)

## APPENDIX A: FY19 REPORTING METRICS

Grantees will be required to report on the below metrics in FY19 Progress/Final Reports. All grantees will report on services provided, race and ethnicity, and breast cancer diagnoses by county of residence of those served; demographics of those served; and a more detailed account of breast cancer diagnoses, including by race and ethnicity and services that led to a diagnosis. The remaining categories will only need to be reported on if a grantee offers those services in their Project Workplan. For example, if a grantee has only an education objective, they will only have the option to report metrics for the Education & Training category.

*\* Indicates data must be provided by race & ethnicity (**only** by Hispanic/Latino and non-Hispanic/Latino – not by specific Hispanic/Latino/Spanish origin)*

### Demographics

- State of residence
- County of residence
- Age
- Gender: Female, Male, Transgender, Other, Unknown
- Race: American Indian or Alaska Native, Asian, Black/African-American, Middle Eastern or North African, Native Hawaiian or Pacific Islander, White, Unknown or Other
- Ethnicity: Colombian, Cuban, Dominican, Mexican/Mexican-American/Chicano, Puerto Rican, Salvadoran, Other Hispanic/Latino/Spanish origin, Not of Hispanic/Latino/Spanish origin, Unknown or Other
- Special Populations: Amish/Mennonite, Breast cancer survivors, Healthcare providers, Homeless/residing in temporary housing, Immigrant/Newcomers/Refugees/Migrants, Living with metastatic breast cancer, Individuals with disabilities, Identifies as LGBTQ, Rural residents

### Breast Cancers Diagnosed

- Staging of breast cancers diagnosed resulting from:
  - Screening services\*
  - Non-Biopsy diagnostic services\*
  - Biopsy-only
  - Community navigation into screening\*
  - Patient navigation into diagnostics\*

### Education & Training

- Type of session: One-on-one, Group
- Topic of session: Breast self-awareness, available breast health services and resources, clinical trials, treatment, survivorship and quality of life, metastatic breast cancer
- Number of individuals reached by topic area
- Follow-up completed
- Action taken: Did not take action, talked to health care provider, received a breast cancer screening, shared information with family/friends, received genetic counseling/testing, talked to provider about clinical trials, enrolled in a clinical trial, adopted healthy behavior
- If health care provider training, total number of providers trained in each session (one-on-one, group) and number by provider type (Community health workers, lay educators, patient navigators, social workers, nurses, technicians, nurse practitioners/physician assistants, doctors)

### Screening Services

- First time to facility
- Number of years since last screening
- Screening facility accreditation\*
  - American College of Radiology – Mammography accreditation (ACR)
  - American College of Radiology - Breast Imaging Center of Excellence (BICOE)
- Count of screening services provided\*
  - Clinical breast exam
  - Mammogram – in facility
  - Mammogram – mobile
  - Genetic testing/counseling
- Screening result\*
- Referred to diagnostics\*

### **Diagnostic Services**

- Time from screening to diagnosis\*
- Diagnostic facility accreditation\*
  - American College of Radiology – any individual ACR breast diagnostic test accreditations (ACR)
  - American College of Radiology - Breast Imaging Center of Excellence (BICOE)
  - American College of Radiology – Diagnostic Imaging Center of Excellence (DICOE)
  - American College of Surgeons - National Accreditation Program for Breast Centers (NAPBC)
  - American College of Surgeons - Commission on Cancer (CoC)
- Count of diagnostic services provided\*
  - Diagnostic mammogram
  - Breast ultrasound
  - Breast MRI
  - Biopsy
  - Genomic testing to guide treatment
- Referred to treatment\*

### **Treatment Services**

- Time from diagnosis to beginning treatment\*
- Treatment facility accreditation\*
  - American College of Radiology – any individual ACR breast cancer treatment accreditations (ACR)
  - American College of Surgeons - National Accreditation Program for Breast Centers (NAPBC)
  - National Cancer Institute-Designated Cancer Center (NCI)
  - American College of Surgeons - Commission on Cancer (CoC)
- Count of treatment services provided\*
  - Chemotherapy
  - Radiation therapy
  - Surgery
  - Hormone therapy
  - Targeted therapy
- Count of patients enrolled in a clinical trial\*

### **Treatment Support**

- Count of treatment support services provided

### **Barrier Reduction**

- Count of barrier reduction assistance services provided\*
  - Transportation, interpretation/translation services, co-pay/deductible assistance, daily living expenses, childcare

### **Patient Navigation, Care Coordination & Case Management**

- Count of individuals receiving coordination of care to diagnostic services
- Count of individuals receiving coordination of care to treatment services
- Time from referral to screening\*
- Accreditation of screening facility navigated to\*
  - American College of Radiology – Mammography accreditation (ACR)
  - American College of Radiology - Breast Imaging Center of Excellence (BICOE)
- Time from abnormal screening to diagnostic resolution\*
- Accreditation of diagnostic facility navigated to\*
  - American College of Radiology – any individual ACR breast diagnostic test accreditations (ACR)
  - American College of Radiology - Breast Imaging Center of Excellence (BICOE)
  - American College of Radiology – Diagnostic Imaging Center of Excellence (DICOE)
  - American College of Surgeons - National Accreditation Program for Breast Centers (NAPBC)
  - American College of Surgeons - Commission on Cancer (CoC)
- Time from diagnostic resolution to beginning treatment \*
- Accreditation of treatment facility navigated to\*
  - American College of Radiology – any individual ACR breast cancer treatment accreditations (ACR)
  - American College of Surgeons - National Accreditation Program for Breast Centers (NAPBC)
  - National Cancer Institute-Designated Cancer Center (NCI)
  - American College of Surgeons - Commission on Cancer (CoC)
- Patient enrolled in a clinical trial\*
- Individual completed physician recommended treatment\*
- Survivorship care plan provided
- Breast cancer records provided to primary care provider

## APPENDIX B: WRITING SMART OBJECTIVES

A **SMART** objective is:

- **Specific:**
  - Objectives should provide the “who” and “what” of project activities.
  - Use only one action verb since objectives with more than one verb imply that more than one activity or behavior is being measured.
  - Avoid verbs that may have vague meanings to describe intended output/outcomes (e.g., “understand” or “know”) since it may prove difficult to measure them. Instead, use verbs that document action (e.g., identify three of the four Komen breast self-awareness messages).
  - The greater the specificity, the greater the measurability.
- **Measurable:**
  - The focus is on “how much” change is expected. Objectives should quantify the amount of change expected.
  - The objective provides a reference point from which a change in the target population can clearly be measured.
- **Attainable:**
  - Objectives should be achievable within a given time frame and with available project resources.
- **Realistic:**
  - Objectives are most useful when they accurately address the scope of the problem and programmatic steps that can be implemented within a specific time frame.
  - Objectives that do not directly relate to the project goal will not help achieve the goal.
- **Time-bound:**
  - Objectives should provide a time frame indicating when the objective will be measured or time by which the objective will be met.
  - Including a time frame in the objectives helps in planning and evaluating the project.

### **SMART Objective Examples**

**Non-SMART objective 1:** Women in Green County will be provided educational sessions.

*This objective is not SMART because it is not specific, measurable, or time-bound. It can be made SMART by specifically indicating who is responsible for providing the educational sessions, how many people will be reached, how many sessions will be conducted, what type of educational sessions will be conducted, who the women are and by when the educational sessions will be conducted.*

**SMART objective 1:** By September 30, 2019, Pink Organization will conduct 10 group breast cancer education sessions reaching at least 200 Black/African American women in Green County.

**Non-SMART objective 2:** By March 30, 2020, reduce the time between abnormal screening mammogram and diagnostic end-result for women in the counties of Jackson, Morse and Smith in North Dakota.

*This objective is not SMART because it is not specific or measurable. It can be made SMART by specifically indicating who will do the activity and by how much the time will be reduced.*

**SMART objective 2:** By March 30, 2020, Northern Region Hospital breast cancer patient navigators will reduce the average time from abnormal screening mammogram to diagnostic conclusion from 65 days to 30 days for women in the counties of Jackson, Morse and Smith in North Dakota.

**SMART Objective Checklist**

Criteria to assess objectives	Yes	No
<b>1. Is the objective SMART?</b>		
<ul style="list-style-type: none"> <li>• <b>Specific:</b> Who? (target population and persons doing the activity) and What? (action/activity)</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>Measurable:</b> How much change is expected?</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>Achievable:</b> Can be realistically accomplished given current resources and constraints</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>Realistic:</b> Addresses the scope of the project and proposes reasonable programmatic steps</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>Time-bound:</b> Provides a time frame indicating when the objective will be met</li> </ul>		
<b>2. Does it relate to a single result?</b>		
<b>3. Is it clearly written?</b>		

Source: Department of Health and Human Services- Centers for Disease Control and Prevention. January 2009. Evaluation Briefs: Writing SMART Objectives. <http://www.cdc.gov/healthyouth/evaluation/pdf/brief3b.pdf>

## APPENDIX C: SAMPLE CONTRACT

Knoxville Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. DBA Susan G. Komen East Tennessee

### GRANT AGREEMENT

#### COMMUNITY GRANTS PROGRAM 2019-2020

**GRANTEE ORGANIZATION:** [COUNTERPARTY NAME]

**GRANTEE ADDRESS:** [COUNTERPARTY ADDRESS]

**PROJECT DIRECTOR:** [FIRST AND LAST NAME]

**EFFECTIVE DATE:** [EFFECTIVE DATE]

**TERMINATION DATE:** [TERMINATION DATE]

**PROJECT TITLE AND PURPOSE:** [PROGRAM NAME]

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's grant application and proposed budget (together, the "Application"), which can be located in the Komen Grants e-Management System ("GeMS") and are made a part hereof for all purposes. To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

**GRANT AMOUNT** ("Grant Funds"): \$[TOTAL PAYMENT AMOUNT]

**PAYMENT TERMS:** Grant Funds will be payable in 2 equal installments of [DOLLAR AMOUNT] each. The first payment will be made to Grantee within thirty (30) days after Grantee executes this Agreement in GeMS, and the second payment will be made to Grantee within thirty (30) days after Komen's receipt and approval of timely reports due on November 1, 2019 as required below.

Komen may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, Komen may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by Komen in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to Komen all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of five percent (5%) of the direct costs for the Project. See additional restrictions on use of Grant Funds in Section 1 of the attached Terms and Conditions.

#### **REPORTING REQUIREMENTS (Written reports to be completed in GeMS)**

Progress Report(s), to include progress and financial reporting, due:

- Mid-year (6 month) report due November 1, 2019 and Final report due May 15, 2020

Komen reserves the right to modify the information required in the above reports from time to time and in such event will provide updated reporting forms to Grantee. The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. Komen will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, Komen may share Grant information, including the reports, with donors or with members of the general public.

**ACKNOWLEDGMENTS:** Grantee will acknowledge and will cause any subgrantees and contractors involved in the Project (“Collaborating Organizations”) to acknowledge Komen’s funding in the following ways, using the Komen name and signature logo when possible:

- In a conspicuous location on all printed and electronic materials created in connection with the Project (“Materials”);
- In all training sessions, workshops and presentations conducted in connection with the Project;
- On Grantee’s website;
- In Grantee’s annual report and other donor listings; and

See additional requirements for acknowledgments in Section 3(A) of the attached Terms and Conditions.

**BENEFITS:** Grantee will provide the following to Komen:

- Copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project;
- Unlimited access to any raw digital data, excluding individually identifiable health information protected by applicable privacy laws, collected during the Project (“Data”);
- A summary report of any evaluations received in connection with the Project;
- Any and all surveys or other items submitted by Komen to Grantee for completion regarding this Project;
- The opportunity for a Komen representative to make site visits.

Grantee grants (and shall cause any Collaborating Organizations to grant) to Komen, the Susan G. Komen Breast Cancer Foundation, Inc. (“Komen National”) and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

**NOTIFICATIONS:** Grantee will notify Komen through GeMS at least thirty (30) days in advance of and must receive prior written approval for any proposed changes to the personnel, design, budget, Collaborating Organizations, if any, content or specific aims of the Project. Komen will be provided a minimum of fourteen (14) days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of Komen, so long as the modification does not (i) change any budget expense subcategory by more than five percent (5%); (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify Komen of (w) any potential or threatened litigation, claim, assessment or audit related to the Project; (x) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (y) any actual inability to fulfill the objectives in the Application; or (z) the occurrence of any event listed in Section 7(B) of the attached Terms and Conditions.

### **SPECIAL TERMS/OTHER**

- 1. An additional written 90-day status report, due July 15, 2018, will be required for Grantees who have not been awarded a Komen grant within the past three years.**
- 2. Grantee must set up a project display featuring the organization's funded program(s) at their service area's Race for the Cure in the Grantee tent.**
- 3. Grantee must complete a site visit form in advance of a site visit with the Affiliate staff, the project director and the authorized signer, to be scheduled between November 2019 and January 2020.**

**THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BOTH PARTIES WITHIN FORTY-FIVE (45) DAYS AFTER THE AGREEMENT BECOMES AVAILABLE FOR EXECUTION THROUGH GEMS. BY EXECUTING THIS AGREEMENT, GRANTEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN. THE SIGNERS BELOW WARRANT THAT THEY HAVE FULL POWER AND AUTHORITY TO SIGN FOR AND BIND THEIR RESPECTIVE ORGANIZATIONS.**

- Restrictions on Use of Grant Funds.** (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in GeMS. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective Date or subsequent to the Termination Date of this Agreement. (C) Any travel costs covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Project, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).
- Collaborating Organizations.** Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.
- Acknowledgments; Komen Intellectual Property; Permission to Use Grantee Name and Logo.**

(A) Grantee is authorized to and will acknowledge Komen's funding of the Project in the Materials as set forth in "Acknowledgments" section of this Agreement. In addition, Grantee agrees that it will acknowledge Komen separately from any pharmaceutical support and will not in any way indicate, suggest or imply that Komen is the recipient of such

support. The specific language to be used in such acknowledgments, including how Komen's name and signature logo will be used, will be agreed to in advance between the parties.

**(B)** Komen is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that Komen or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "Komen Intellectual Property"). Komen Intellectual Property must not be amended or modified in any manner without Komen's prior written consent. Grantee will include the appropriate attributions for any Komen Intellectual Property used in connection with the Project, which must be approved by Komen in advance of publication.

**(C)** For the sole purpose of releasing information regarding this Grant and the Project to the general public and news media, Komen is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant Komen authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

4. **Representations, Warranties and Covenants.** Grantee represents, warrants, and covenants that:

**(A)** it is a governmental organization described in Section 170(c)(1) or a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code and will continue to qualify as such throughout the term of this

Agreement;

**(B)** it is a duly incorporated and is validly existing as a corporation in good standing under the laws of the state of its incorporation and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted;

**(C)** it has the authority to grant the license to the Materials set forth in the "Acknowledgments" section and that no Materials delivered to Komen (nor any element thereof) violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark, or service mark or any common law or other right of any third party;

**(D)** none of the Grant Funds will be used (i) for lobbying as defined under the Internal Revenue Code, (ii) to directly or indirectly participate in or intervene in any political campaign on behalf of any candidate for public office; or (iii) for any other purpose that is inconsistent with Section 501(c)(3) of the Code; and

**(E)** none of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under any provision of (i) the formation and governing documents of Grantee; (ii) any contract or permit to which Grantee is a party; or (iii) any applicable law or any order of any governmental body.

5. **Compliance with Laws.** Grantee will comply with all applicable laws and regulations applicable to any of its activities associated with this Grant, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders. Grantee will cooperate with Komen in supplying additional information to Komen, or in complying with any procedures which might be required by any governmental agency, in order for Komen to establish that it has observed all requirements of law with respect to this Grant.

6. **Right to Audit.** Grantee agrees to (and will cause any and all Collaborating Organizations to) maintain accurate and complete records of the expenditure of Grant Funds for a period of five (5) years from the earlier of the termination or expiration of this Agreement and agrees that Komen may conduct an audit of such records at any time during usual business hours as reasonably requested in advance by Komen. Grantee will ensure that Komen will have the same audit rights for records of any Collaborating Organization that receives Grant Funds.

7. **Default and Early Termination.**

(A) If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party.

(B) Notwithstanding the provisions of Section 7(A), Komen may terminate this Agreement immediately due to the occurrence of any one or more of the following events: (i) Grantee implements Project changes without Komen's prior approval, as required under the "Notifications" Section of the Agreement; (ii) Grantee does not maintain its status as a governmental organization described in Section 170(c)(1) or a nonprofit organization described in Section 501(c)(3) non-profit, tax-exempt status with the Internal Revenue Service; (iii) the Project is not conducted in conformance with applicable laws or, if applicable, any approvals, licenses or certifications required to conduct the Project are not obtained or are suspended or revoked; (iv) Grantee commits a willful breach of this Agreement or Grantee or any Collaborating Organization commits an act of gross negligence or willful misconduct in connection with the Project; (v) Komen has a reasonable good faith basis to believe that Grantee or any of its or its Collaborating Organization's key employees, directors, officers or agents has committed fraud or any other financial or administrative impropriety; or (vi) Grantee or any Collaborating Organization is debarred from the receipt of federal or state funding.

(C) In the event of an early termination due to breach by Grantee under Section 7(A) or an occurrence under Section 7(B), Komen will have no further obligation to provide funding hereunder, and Grantee immediately will (i) provide Komen with the Final Report due hereunder, which will include all required information available as of the termination date; (ii) reimburse Komen for the full amount of Grant Funds (including any accrued interest) that have been expended in connection with and subsequent to the breach or any of the above occurrences, and (iii) immediately refund all unspent Grant Funds (including any accrued interest) as of the termination date.

(D) Notwithstanding the provisions of Sections 7(A), 7(B) and 7(C), Komen may terminate the Agreement immediately and receive full reimbursement of the latest disbursement of Grant Funds plus any additional unspent Grant Funds (including any accrued interest) in the event Komen does not receive a Reporting Requirement when due and/or such Reporting Requirement does not contain all the required information and/or sufficient progress has not been made with respect to the Project as determined by Komen in its sole discretion.

(E) The provisions of this Section 7 will not preclude Komen from seeking any other remedies that may be available under this Agreement and applicable law.

**8. INDEMNITY. AS BETWEEN THE PARTIES, GRANTEE ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES THAT MAY ARISE IN CONNECTION WITH THE PROJECT. TO THE EXTENT NOT PROHIBITED UNDER THE APPLICABLE LAWS THAT GOVERN GRANTEE, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD KOMEN AND KOMEN NATIONAL HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT KOMEN MAY INCUR BY REASON OF GRANTEE'S OR ANY COLLABORATING ORGANIZATION'S NEGLIGENCE OR MISCONDUCT, OMISSION OR BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR BY REASON OF ANY THIRD-PARTY CLAIM OR SUIT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT.**

9. **Insurance**. Grantee agrees to maintain and will cause any Collaborating Organizations to maintain the following insurance during the term of this Agreement:

(A) commercial general liability insurance with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which covers liability for bodily injury, property damage, death and advertising injury (including reasonable attorneys' fees);

(B) workers' compensation insurance in the amount required by law of the state(s) in which workers are located and employers' liability insurance with limits of not less than \$1,000,000.00;

(C) to the extent medical services are provided, medical malpractice coverage with combined limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate;

(D) to the extent any transportation services are provided, \$1,000,000.00 combined single limit of automobile liability; and

(E) excess/umbrella insurance, in excess of the coverage in (A) above, with a limit of not less than \$5,000,000.00. Grantee will name Komen and Komen National as Additional Insureds on its commercial general liability policy solely with respect to the Project and any additional policies and riders entered into by Grantee in connection with the Project. Upon execution of this Agreement, Grantee will provide Komen with a certificate of insurance evidencing this coverage by uploading such certificate in GeMS All insurance required of Grantee will be primary and non-contributory to any insurance Komen may carry.

10. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute will be submitted to mediation in **Knoxville, Tennessee**. Costs of mediation will be borne equally by the parties. Mediation of the dispute must be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that either party believes that immediate injunctive relief is required to protect its intellectual property or there is a violation of law, such party may invoke the immediate powers of the appropriate court of law in accordance with Section 14 of this Agreement without the requirement to first mediate the dispute.

11. **Non-endorsement.** It is expressly agreed and understood by the parties that the Grant does not constitute an endorsement by Komen of any entity, organization, company or individual, nor the products, actions, behavior, or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee or any Collaborating Organization to the contrary, in any context and in any forum, will constitute a material breach of this Agreement, and the same will be grounds for immediate termination of this Agreement by Komen. In the event of any such misrepresentation, Komen may require Grantee or any pertinent Collaborating Organization to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen will be entitled to whatever other remedies are available under applicable law.

12. **Relationship of Parties; No Guarantee of Additional Support.** The nature of this Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created, implied or deemed to be created pursuant to this Agreement. Grantee accepts the Grant Funds with the understanding that Komen is not obligated to provide Grantee or any Collaborating Organization any additional financial support, or other support, in connection with the Grant, the Agreement or the Project or for any other reason.

13. **Entire Agreement; Amendment; Severability; No Waiver.** This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. This Agreement may not be modified, altered, amended or revoked except in writing, duly executed by each of the parties. The provisions of this Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions. Failure of either party to enforce its rights under this Agreement will not constitute a waiver of such rights.

14. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of **Tennessee**, without regard to any conflicts of law principles. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 10 will be filed and heard in state or federal courts of **Knoxville, Tennessee**, and the parties consent to the exclusive jurisdiction of such courts.

15. **Assignment.** This Agreement is entered into by Komen in reliance upon the qualifications of Grantee. Grantee may not assign or transfer this Agreement, directly or indirectly, by operation of law, change of control or otherwise, without Komen's prior written consent. This Agreement may be assigned by Komen to Komen National or to any other affiliate of Komen National without approval of Grantee, provided that all obligations hereunder are assumed by the assignee.

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16. **Notices.** Any notice will be in writing and personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Komen: 318 Nancy Lynn Lane #13 Knoxville, TN 37919

If to Grantee: At the address on Page 1 of this Agreement.

17. **Survival.** The provisions of the "Acknowledgments and Benefits" Section of the Agreement and Sections 3, 4, 6, 7, 8, 10, 13, 14, 16 and 17 will forever survive termination of this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

# APPENDIX D: SAMPLE CERTIFICATE OF INSURANCE

313417



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (800)-332-9256 Wells Fargo Insurance Services USA, Inc. 90 S. Cascade Ave, 2nd Floor Colorado Springs, CO 80903	<b>CONTACT NAME:</b> Julie Gutierrez <b>PHONE (A/C, No, Ext):</b> 303-883-6572 <b>E-MAIL ADDRESS:</b> julie.gutierrez@wellsfargo.com	<b>FAX (A/C, No):</b> 877-495-9032													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER B: Chubb Group of Ins Co</td> <td></td> </tr> <tr> <td>INSURER C: Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER D: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Ins Co of America	19046	INSURER B: Chubb Group of Ins Co		INSURER C: Fireman's Fund Insurance Company	21873	INSURER D: Hartford Fire Insurance Company	19682	INSURER E: Philadelphia Insurance Company	23850	INSURER F:
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INSURER F:															
<b>INSURED</b> Grantee Name Grantee Address															

**COVERAGES**      **CERTIFICATE NUMBER:** 8871555      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		XYZ001234	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		ABC003456	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		LMN006789	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QRS005678	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability	X		TUV000100	7/1/2014	7/1/2015	\$1,000,000 each claim \$3,000,000 Aggregate Deductible: (should be filed in)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Nature of the grant provided  
 The Susan G. Komen Breast Cancer Foundation, Inc. and (insert affiliate name here) it's officers and employees are included as Additional Insureds' on the General Liability, Auto Liability (if applicable), Medical Malpractice, (if applicable) and Umbrella Liability policies.

<b>CERTIFICATE HOLDER</b> The Susan G. Komen Breast Cancer Foundation, Inc. Affiliate Name Affiliate Address Affiliate City, State, Zip	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)  
 (This certificate replaces certificate 0001539 issued on 3/18/2015)

## APPENDIX E: DEFINITION OF GOOD STANDING

# DEFINITION OF “GOOD STANDING”

Susan G. Komen® East Tennessee grantees must be in “Good Standing” in order to apply for and receive grant funding. If an organization is not in good standing with the Affiliate, the organization cannot apply for funding until it receives prior approval from the Affiliate and has corrected any outstanding issues.

The “Good Standing” designation is evaluated throughout the grant cycle by examining three areas of performance:

1. Reporting
2. Rescinded Funding
3. Corrective Action

Reporting	
<b>In Good Standing:</b> <ul style="list-style-type: none"><li>- Grantee’s progress and final reports were approved and submitted by the deadline, or grantee received an approved extension prior to the deadline.</li></ul>	<b>Not in Good Standing:</b> <ul style="list-style-type: none"><li>- Grantee’s progress and/or final reports were not approved.</li><li>- Documented evidence of poor program management and poor patient care by the grantee.</li><li>- Grantee or any of its key employees, directors, officers or agents is convicted of fraud or a crime involving any other financial or administrative impropriety during the grant term.</li><li>- Grantee loses certification to provide key services related to their grant due to quality of care issues.</li></ul>
<b>Note:</b> <p>Reports are generally approved when a grantee:</p> <ul style="list-style-type: none"><li>- Submits all documents required for the progress or final report.</li><li>- Meets objectives outlined in the application, unless adequately justified.</li><li>- Uses funds in accordance with the approved budget and provides adequate budget justification.</li><li>- All unspent funds, if applicable, were returned to the Affiliate by the deadline stated in the grant contract.</li></ul> <p>Examples of reasons reports might not be approved include:</p> <ul style="list-style-type: none"><li>- Grantee returned an excessive amount of funding.</li><li>- Grantee did not perform the program/services described within their application and refuses to do so.</li><li>- Grantee does not provide requested financial documentation.</li><li>- Grantee does not comply with the Affiliate’s request for information or a site visit.</li><li>- Reports are consistently turned in past the deadline without prior approval for an extension.</li></ul>	

## Rescinded Funding

<p><b>In Good Standing:</b></p> <ul style="list-style-type: none"> <li>- Grantee has no history of rescinded funds due to poor performance.</li> <li>- Grantee and the Affiliate have worked together in good faith to resolve any issues, and it is determined the best course of action is to rescind grant funds with no fault on the part of the grantee.</li> </ul>	<p><b>Not in Good Standing:</b></p> <ul style="list-style-type: none"> <li>- Funds were rescinded from the last grant cycle because the program was no longer viable and contract was terminated.</li> <li>- Organization has not satisfactorily documented how they will improve the viability of the program.</li> <li>- Audit findings which demonstrate misappropriation of funds.</li> </ul>
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**Note:**  
 Causes for rescinding funds include:

- Grant programs that have been identified as no longer viable for which the grant contract is terminated early and grant funds may or may not be requested for return.
- Audit findings which demonstrate misappropriation of funds.

## Corrective Action

<p><b>In Good Standing:</b></p> <ul style="list-style-type: none"> <li>- Grantee or applicant is not currently under a written warning.</li> <li>- Grantee or Applicant is currently under a written warning and is adequately addressing issues of concern.</li> </ul>	<p><b>Not in Good Standing:</b></p> <ul style="list-style-type: none"> <li>- Applicant is currently under a written warning and is not adequately addressing issues of concern.</li> <li>- Applicant is currently under a written warning and has outstanding reports that have not been approved.</li> </ul>
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**Note:**  
 Corrective action is defined as an action taken to address grantee performance and insufficiencies that are negatively affecting grantee's ability to meet the obligations of their grant contract. Corrective actions may result in additional training, reporting, site visits, and/or other oversight measures.

**Corrective action plans include the following steps:**

- 1) Verbal Warning
- 2) Written Warning - Email
- 3) Written Warning - Formal Letter
- 4) Board Votes to Rescind Grant and Terminate Contract

**Grantees should reference their grant contract and the grantmaking policies defined in the Request for Applications (RFA) for detail regarding responsibilities and expectations.** Contractual obligations

of note include:

- Grantees agree to participate in site visits and submit any associated reports (e.g. Site Visit Form) by the deadline.
- Grantees must acknowledge Komen East TN funding in any digital or print items associated with the project. Grantees must receive approval from Komen East TN prior to publishing these materials.
- Grantee will notify Komen through GeMS at least 30 days in advance of and must receive prior written approval for any proposed changes to the personnel, design, budget, Collaborating Organizations, if any, content or specific aims of the Project.
- An additional written 90-day status report, due July 15, will be required for Grantees who have not been awarded a Komen grant within the past three years.
- Grantees must set up a project display featuring the organization's funded program(s) at their service area's Race for the Cure in the Grantee tent.