

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

COMPREHENSIVE CANCER CONTROL UNIT

REQUEST FOR PROPOSALS (RFP)

For

**Michigan Comprehensive Cancer Control Program:
Community Implementation Project
2013-2015**

Issued: May 13, 2013

Revised: June 6, 2013

Application Deadline:
July 19, 2013
3:00 p.m.

Cancer Prevention and Control Section
Division of Chronic Disease and Injury Control
Michigan Department of Community Health
P.O. Box 30195
Lansing, MI 48909

**Michigan Department of Community Health (MDCH)
Request For Proposal (RFP)**

RFP Title: Michigan Comprehensive Cancer Control Program: Community Implementation Project

Issue Date: May 13, 2013

Number of pages 13 (including cover, excluding attachments and appendices)

Issuing Organization Information

Issuing Organization: Michigan Department of Community Health (MDCH) is the sole point of contact with regard to all matters relating to this RFP selection process.

Interested parties may ask questions regarding the RFP and its requirements in two ways:

Email questions to Sandie Richardson at RichardsonS2@michigan.gov. All questions must be submitted in writing by May 31, 2013 at 3:00 p.m. Questions will be answered during the technical assistance calls (dates and times listed below).

If you have additional questions concerning this RFP or details on the requirements for submitting a proposal, please participate in one of the scheduled conference calls:

- May 23, 2013 from 11:00 a.m. to Noon, EST
- June 4, 2013 from 1:00 p.m. to 2:00 p.m. EST

Conference call phone number: 1-877-336-1828 Pass Code: 3288992#

The written questions and responses, as well as questions asked and answered during the conference calls, will be posted on the website at www.michigan.gov/cancer.

Submittal Information

An email with a Notice of Intent to apply is required and should be sent to: RichardsonS2@michigan.gov. A confirmation email will be sent upon receipt of the Notice of Intent to apply.

Proposal must be submitted via email to: RichardsonS2@michigan.gov

Special Instructions

1. A brief email indicating your organization's Intent to Apply is required to submit a proposal. Notice of Intent to Apply should be submitted by email to RichardsonS2@michigan.gov by **Tuesday, June 11, 2013 by 3:00 p.m.** If a proposal is submitted and a Notice of Intent was not received, the proposal will not be scored or considered for funding.
2. An electronic copy of the proposal is due via email to RichardsonS2@michigan.gov on **Friday, July 19, 2013 by 3:00 p.m.** Proposals received after this date and time will not be scored or considered for funding.
3. A revised work plan or budget may be required as a condition of funding.
4. Read the entire document. Notice important items such as application requirements, proposal submittal date, technical assistance call date, funding amount, and grantee requirements.
5. Follow the format required in the RFP when preparing a response. Provide responses to all sections in a clear and concise manner.
6. Provide complete answers/descriptions. Do not assume MDCH or the review committee will know about your organization's capabilities. Do not leave any sections of the application blank. **Applications with missing sections or unanswered questions will not be scored or considered for funding.**
7. Use the budget forms provided in the Budget Section of this document.
8. Note all the dates and times in this document. Submit all required items by the deadline.

RFP CHECKLIST

1. _____	Read the entire RFP. Notice important items such as application requirements, proposal submittal date, technical assistance calls, funding amount, and grantee requirements.
2. _____	Interested parties have two options for asking questions regarding the RFP and its requirements, including asking clarifying questions, obtaining a better understanding of the project, or to notify MDCH of any ambiguities, inconsistencies or errors in the RFP.
a. _____	<p>Questions may be submitted to Sandie Richardson at RichardsonS2@michigan.gov. All questions must be submitted in writing by <i>May 31, 2013</i> at 3:00 p.m. Questions submitted after the above indicated date and time will not be answered. All written questions will be answered during the technical assistance calls.</p> <p>Note: Questions received on time in writing and questions asked on the call will have their responses posted at www.michigan.gov/cancer.</p>
b. _____	<p>Participate in one of the two pre-proposal conference calls. These calls provide the only other opportunity to ask questions.</p> <p>Conference call dates/times: <i>May 23, 2013 from 11:00 a.m. - Noon, EST</i> <i>June 4, 2013 from 1:00 p.m. to 2:00 p.m., EST</i></p> <p>Note: Questions asked during the technical assistance calls and their responses will be posted at www.michigan.gov/cancer.</p>
3. _____	<p>Submit a Notice of Intent to apply via email to RichardsonS2@michigan.gov. A Notice of Intent to apply is required to submit a proposal. If a proposal is submitted and a Notice of Intent was not received, the proposal will not be scored or considered for funding.</p> <p><i>Notice of Intent to apply due by June 11, 2013, at <u>3:00 p.m.</u></i></p>
4. _____	Follow the format required in the RFP when preparing the proposal. Provide information in all sections in a clear and concise manner.
5. _____	Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the review committee will know about the applicant organization's capabilities. The proposals are evaluated based solely on the information and materials provided in the applicant's response. A reviewer's outside knowledge of an organization will not be considered toward scoring.

<p>6. _____</p>	<p>Complete all forms provided. Provide information for the sections listed below:</p> <p>_____ Cover Sheet</p> <p>_____ Summary</p> <p>_____ Program Background and Need – including population, cancer burden, community need for intervention, purpose of the project, and target population.</p> <p>_____ Work Plan, Implementation, and Capacity – including work plan narrative, use of evidenced-based strategies, relevance to the cancer plan, and capacity.</p> <p>_____ Development of Collaborative Partnerships – including identifying roles and responsibilities.</p> <p>_____ Evaluation/Sustainability Plan – including evaluation and sustainability.</p> <p>_____ Budget – 2 pages including the Program Budget Summary (DCH 0385) and the Program Budget – Cost Detail Schedule (DCH 0386). Budget must include cost sharing of at least 10% and at least 10% of funds need to be directed to evaluation of the project. Budget will not be scored but is required for review.</p> <p>_____ Budget Narrative - budget narrative will not be scored but is required for review.</p> <p>_____ Letter(s) of Support</p>
<p>7. _____</p>	<p>Review the RFP document again to be certain all requirements are addressed. The electronic copy must be complete.</p>
<p>8. _____</p>	<p>Submit application via email to RichardsonS2@michigan.gov on time. Late proposals will not be scored or considered for funding.</p> <p><i>Applications due: July 19, 2013 by 3:00 p.m.</i></p>

A. Background

The Michigan Department of Community Health (MDCH) Michigan Comprehensive Cancer Control Program (MCCCP), in cooperation with the Michigan Cancer Consortium (MCC) member organizations has developed and is in the process of implementing the *Michigan Cancer Plan 2009-2015*.

Michigan Cancer Plan goals, objectives and strategies are Michigan's top priorities for comprehensive cancer control. By working together collectively, significant impact and improvement can be made to improve Michigan's cancer morbidity, mortality and survivorship.

B. Purpose and Activities

The purpose of this Request for Proposal (RFP) is to achieve the Michigan Cancer Plan goals and objectives through increased local implementation of activities. Specifically, the purpose is to fund activities that focus on cancer policy and reduction of health disparities. Applicants must include at least one Policy Strategy and one Health Disparities Strategy from the [MCC Policy Committee and Health Disparities Workgroup Priorities document](#). Examples for implementation of these priorities can be found in **Appendix A**.

C. Funding Availability

The MCCCCP receives funding from The Centers for Disease Control and Prevention (CDC). The ability to fund these proposals and the total number of grant agreements awarded will be based upon both the level of funding provided by the CDC and the quality of the applications received. Submission of a proposal does not guarantee funding.

D. Funding Levels

Community Implementation/Collaboration – Community implementation is defined as using an evidenced-based intervention within a community. Collaboration is defined as a process where two or more organizations work together to realize shared goals.

Strategies proposed should be based on a recent evaluation of the community's cancer burden and the community's clearly-identified and specific gaps and needs. Health inequities need to be considered. Input from affected community members should be sought. Implementation of successful strategies will involve the coordination and collaboration of multiple community-based groups.

The project's grant period is November 1, 2013 through September 30, 2015. The State's fiscal year is October 1 through September 30. It is anticipated that up to five (5), \$40,000 two-year community implementation/ collaboration agreements will be awarded in year one. Up to an additional \$40,000 may be available in year two based on successful implementation of program objectives and continued availability of funding.

E. Funding Restrictions

Funding may **not** be used for the following items:

- Research - If research is proposed the application will not be reviewed. For definition of research, please see the CDC web site: <http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch.pdf>.
- Clinical care, screening services, laboratory services, patient treatment/care or building projects
- Furniture or equipment exceeding \$500 without a detailed explanation in the application budget
- Pre-award costs
- To supplant state, local or organizational funding
- Lobbying, either to influence legislation or intervene in any political campaign
- Fund-raising activity for grantee agency
- Projects that include only health fairs or assemblies as their primary way of implementing strategies will **not** be considered. All strategies must be based on evidenced-based intervention(s).

Recipients may only use funds for reasonable project purposes such as materials, costs associated with educational events or meetings, staff time, etc. Recipients must perform a substantial role in carrying out the project objectives, not merely serve as a conduit to another party. Indirect costs may be included in the grant application.

Timeline Events	Date	Information
RFP Released	May 13, 2013	www.michigan.gov/cancer
RFP Questions <ul style="list-style-type: none"> Questions may be submitted via email to be answered on technical assistance calls. 	Only until 3:00 p.m. on May 31, 2013	Questions must be submitted electronically to: Richardsons2@michigan.gov The written questions and responses, as well as questions asked and answered during the technical assistance calls will be posted on the website at www.michigan.gov/cancer
Technical Assistance Call Q& A (Optional – these calls provide an opportunity to ask clarifying questions, obtain a better understanding of the project or to notify MDCH of any ambiguities, inconsistencies or errors in the RFP)	May 23, 2013 11a.m. – 12 Noon EST -or- June 4, 2013 1 p.m. – 2 p.m. EST	Phone number to call: 1-877-336-1828 Pass Code: 3288992# The written questions and responses, as well as questions asked and answered during the technical assistance calls will be posted on the website at www.michigan.gov/cancer
Notice of Intent Due (Required)	June 11th, 2013 by 3:00pm E.T.	An email with a Notice of Intent to apply must be submitted to: Richardsons2@michigan.gov A confirmation email will be sent when the Notice of Intent is received.
Proposals due	July 19, 2013 by 3:00pm E.T.	Proposal must be submitted electronically to: Richardsons2@michigan.gov
Grantees notified of award	September 13, 2013	
Contracts start	November 1, 2013	
Grantee Orientation Teleconference (Mandatory)	Mid-November 2013	Teleconference date/time: TBD
Quarterly Reports due	January 31, 2014 April 30, 2014 July 31, 2014 October 31, 2014 January 31, 2015 April 30, 2015 July 31, 2015	Submit report electronically on time through EGrAMS at http://egramsmi.com/dch/User/home.aspx . Financial Status Reports to be submitted by grantees. Frequency to be determined when contract is finalized.
Contracts end	September 30, 2015	
Final Report due	October 31, 2015	Submit report electronically on time through EGrAMS at http://egramsmi.com/dch/User/home.aspx .

F. Eligible Applicants

Applicant organization must meet at least one of the criteria below:

1. Michigan Cancer Consortium (MCC) member as of May 1, 2013. **OR**
2. A local coordinating agency that is currently conducting one of the following screening programs:
 - a. Breast and Cervical Cancer Control Program (BCCCP)
 - b. Michigan Colorectal Cancer Early Detection Program (MCRCEDP)
 - c. WISEWOMAN

It is recommended that no more than one application be submitted from the same organization.

G. Criteria for Awards

Proposals will be reviewed by MDCH staff and other reviewers knowledgeable in cancer control, community planning, and related fields and scored in the following categories and items:

1. Cover Sheet – Use the template provided in **Attachment A**.
2. Summary
3. Program Background and Need – including population, cancer burden, community need, purpose of the project, and target population.
4. Work Plan and Capacity – including work plan narrative, use of evidenced-based strategies, relevance, and capacity. Use the template provided in **Attachment B**.
5. Development of Collaborative Partnerships – including identifying roles and responsibilities.
6. Evaluation Plan – including evaluation and sustainability.
7. Budget - 2 pages including the Program Budget Summary (DCH 0385) and the Program Budget Cost Detail Schedule (DCH 0386). Budget will not be scored but is required for review. **Attachment B.1 and B.2**
8. Budget Narrative - budget narrative will not be scored but is required for review.
9. Letter(s) of Support

Each section of the application must be complete or the application will not be scored or considered for funding.

H. Proposal Scoring and Awarding

Proposal scoring and awarding will be reviewed by MDCH Cancer Program staff along with other reviewers knowledgeable in cancer control and scored against stated criteria.

The MDCH Reviewer’s scoring will be tabulated and proposals ranked based on numerical scores received. To be considered for an award, a proposal must score at least 80 points, unless the evaluation committee determines it is in the best interest of the MDCH to make an award to a proposer who scores less than 80 points.

A proposer may not contact any member of the evaluation committee except at the request of the MDCH. The committee may request interviews, either by the telephone or in person, and use the results in scoring the proposal.

I. Evaluation Criteria

Proposals will be scored based on the extent to which the proposal addresses the requirements described in this RFP. The maximum number of points a proposal may receive is indicated below.

Requirement	Maximum Possible Points
Proper Formatting	5 points
Cover Sheet	not scored but required for review
Summary	5 points
Program Background and Need	5 points
Work Plan, Implementation and Capacity	55 points
Development of Collaborative Partnerships	10 points
Evaluation/Sustainability Plan	15 points
Budget	not scored but required for review
Budget Narrative	not scored but required for review
Letter(s) of Support	5 points
Total Possible Points	100 points

J. Proposal Requirements: Format and Content

1. Proposal Formatting (5 points)

Incomplete applications will not be scored or considered for funding.

- a. Page and margin sizes: 8.5” x 11” with 1-inch margins, double spaced
- b. Font size: 12-point unreduced, Times New Roman
- c. Use **Bold** headings for each section to assist reviewers in finding and scoring each component.
- d. See each section for page limits.

2. **Cover Sheet - Attachment A, Required but not scored** (two pages, maximum)

Complete the entire cover sheet.

- a. Contact Person is the person responsible for implementing the community implementation project and will be available for communication or questions about the project. The contact person may be different than the person who signs the RFP.
- b. MCC organization indicates whether the applicant organization is an MCC member and/or local coordinating agency that provide a screening program.
- c. Policy and Health Disparities Strategies select at least one Policy Related Strategy and one Health Disparities Strategy.
- d. Other Sources of Funding list other sources of funding your organization has that focus on a similar project as the one being proposed. This is to ensure there is no supplanting of funds; see Section E - Funding Restrictions.
- e. Funding Request asks for the amount of money the proposal is requesting.
- f. The Signature line requests the signature of the official authorized to sign contracts. This may or may not be different than the contact person.

3. **Summary (5 points)** (one page, maximum)

Provide a one-page Executive Summary of the proposal.

4. **Program Background and Need (5 points total)** (one page, maximum)

- a. **Population:** Describe the population, including demographic characteristics (e.g. race, ethnicity, education level, income) in the geographical area covered by this proposal. (1 point)
- b. **Cancer Burden:** Describe the cancer burden of the geographic population. (2 points)
- c. **Community Need for Intervention:** Describe the needed intervention and the data that supports this need. Strategies proposed for this intervention should be based upon recent evaluation of the community's cancer burden and the community's clearly-identified and specific gaps and needs. (2 points)

5. **Work Plan, Implementation and Capacity – Attachment B (55 points total)** (20 pages maximum)

- a. **Work Plan Narrative:** Provide a description of the proposed project or activities. (35 points total)
 - i. **Purpose of the project:** Describe what this project will accomplish. (3 points)

- ii. **Target Population/Scope/Reach:** Describe the target population of your proposal. (e.g. low income Hispanic women ages 18-40, men ages 50-65). Describe the scope of your population and the potential reach. (2 points).
- iii. **Implementation:** Provide a summary of the planned implementation process (10 points)
- Timeline with indicators describing how the implementation process will occur in order to achieve program activities described in the work plan. Include information about project implementation in years one and two. If Institutional Review Board (IRB) approval is needed please factor this into the work plan timeline. (2 points)
 - Description of the plan for partnering with identified community partners (extent to which project includes partners for implementation and also demonstrates partner support) in implementing specific program activities. How will project information and data be shared with partners? (2 points)
 - Explanation of how data will be collected to monitor the implementation and evaluation of outcomes of evidence based strategies utilized. If no data will be collected, describe how you will evaluate program outcomes. Describe how information collected in year 1 will inform year 2 implementation (2 points)
 - Team members responsible for implementing specific strategies – project management experience, skills, demonstrated networking /collaboration skills. (2) points
 - Troubleshooting – Address how project will be implemented if key staff leave, key partners drop out, etc.(2 points)
- iv. **Use of Evidence-Based Strategies:** Describe which evidenced-based strategies are being used in your work plan. (5 10 points)
- v. **Relevance to Health Disparity Priorities established by the MCC:** State which health disparity priority you are addressing and how your project will address that priority. Detail how you anticipate the implementation of this project will change health outcomes in your target population. (10 points)
- vi. **Capacity:** Describe any current activities, which demonstrate capacity to complete the proposed project and activities. Demonstrate support of management to provide necessary resources and authority for project success. Discuss the availability of necessary technology and expertise to facilitate implementation. (5 points)
- b. **Work Plan: Attachment B.** Objectives should be specific, measurable, achievable, realistic, and time phased (SMART). (40 15 points)

6. **Development of Collaborative Partnerships (10 points total)** (two pages, maximum)

Collaborative Process: Describe your internal/external collaborative process in the implementation of this proposal. Include a description of the role each organization will have in the implementation of the proposal and any resources they are committing to the project. This should be directly reflected in the Letters of Support.

7. **Evaluation/Sustainability Plan (15 points total)** (three pages, maximum)

a. **Evaluation:** Describe how the project will be evaluated. Describe what will determine the project's success in year 1 and year 2. Most projects will be able to produce quantitative data; however, if this is not possible there must be a plan to demonstrate project success. (10 points)

- Include in your description how you will assess the implementation and the effectiveness of program activities and how changes (if needed) will be incorporated based on that evaluation in order to achieve those activities.

b. **Sustainability:** Describe how the initiative will continue once the funding ends. (5 points)

8. **Budget** (no page limit)

a. There are two (2) budget forms that must be completed and submitted with the proposal for the FIRST year of your proposal: the Program Budget Summary (DCH 0385) and the Program Budget – Cost Detail Schedule (DCH 0386). These forms can be found at www.michigan.gov/cancer and are listed with the RFP as **Attachments B.1 and B.2**.

- i. The Budget Summary Form (DCH 0385) is used to provide a standard format for the presentation of the financial requirements (both expenditure and funding). Be sure to include all expenses for the entire period of the project. The budget will cover November 1, 2013 – September 30, ~~2015~~ **2014**
- ii. The Program Budget – Cost Detail Schedule Form (DCH 0386) is also required and provides the detail information supporting the Budget Summary.

b. Budget must include cost sharing of at least 10%.

c. At least 10% of funds need to be directed to evaluation of the project.

d. MDCH Contract Administrative Guidelines - Funding will be through a cost reimbursement grant agreement. This form can be found at www.michigan.gov/cancer with this RFP link. A sample can be found in **Appendix C**.

9. **Budget Narrative** (no page limit)

a. In addition to the two budget forms, proposals must include a detailed budget narrative that explains the amounts requested in each line item. Explain why the expense is necessary, how it will contribute to the project, how the amount was calculated and why the amount is needed relative to the scope/reach of the project.

- b. If applicable, provide information on any other funding which has been secured for related elements of this project from other sources (other contracts, in-kind donations) and briefly describe what gap this funding will fill in achieving the goals and objectives of the project.
- c. Provide a lump-sum budget estimate for the funding necessary to complete the second year of your proposal. You will be required to submit an application for continuation funding for year 2 of this award. Additional funding will be made available based on year 1 performance and availability of funds.

10. **Letter(s) of Support (5 points)** (no page limit)

A letter of support is required from a minimum of one community partner. The letter should highlight the role of the partner in accomplishing the activities and any resources they will contribute to the project.

If there is more than one community partner, please include a separate letter of support from each partner.

A. Application Review

Each section of the application has an assigned point value for scoring. Reviewers will score the applications based on compliance with the application guidelines and capacity of the organization to achieve the proposed activity goals and objectives. The budget is not scored but must be included and calculations accurate.

B. Notification of Award

All applicants will be notified in writing on or about September 13, 2013, subject to the approval of the State Administrative Board.

C. Project Requirement

All grantees will be required to participate in a community implementation project orientation meeting via teleconference in Mid-November. The meeting will cover report completion, budget reporting requirements, etc.

D. Reporting Requirements

All award recipients will be required to submit quarterly reports on their project. Please see time line for due dates.

Applicants must submit a final report summarizing the work of their project. Outcomes achieved should be identified and compared to established smart goals identified on the work plan. Please describe activities that supported obtaining your goals and barriers that limited your successes.

Attachment A:

Cover Sheet (2 pages)

Project Title:	
Organization:	
Agency Name:	
Address:	Federal Tax ID #:
City:	ZIP:
Who is the contact person for this project?	
Name:	
Title:	
Phone:	Fax:
E-mail:	
<p>Is your organization a member of the Michigan Cancer Consortium? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, what is your organization type:</p> <p><input type="checkbox"/> Community-Based Health System with a Cancer Program</p> <p><input type="checkbox"/> Organization Representing Hard to Reach/Special Populations</p> <p><input type="checkbox"/> Health Education/Evaluation Organization</p> <p><input type="checkbox"/> University-Based Comprehensive Cancer Center</p> <p><input type="checkbox"/> Health Insurance Plan</p> <p><input type="checkbox"/> Trade/Professional/Advocacy Organization</p> <p><input type="checkbox"/> Local Public Health Organization</p>	<p>Does your agency currently providing screening services for the cancer section?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, which program (check all that apply)</p> <p><input type="checkbox"/> Breast and Cervical Cancer Control Program (BCCCP)</p> <p><input type="checkbox"/> Michigan Colorectal Cancer Early Detection Program (MCRCEDP)</p> <p><input type="checkbox"/> WISEWOMAN</p>
Policy and Health Disparities Priorities (choose one from each category):	
Policy-related Strategies	Health Disparities strategies
<input type="checkbox"/> Smoking Cessation: Provider reminder systems	<input type="checkbox"/> Healthy Lifestyles: Develop partnerships
	<input type="checkbox"/> Smoking Cessation: Reaching minority

<ul style="list-style-type: none"> <input type="checkbox"/> HPV Vaccination: Referral for vaccination <input type="checkbox"/> Colorectal Cancer Screening: Patient reminder system <input type="checkbox"/> Colorectal cancer screening referral <input type="checkbox"/> Colorectal Cancer: Proper follow-up for abnormal results <input type="checkbox"/> Prostate Cancer Screening: Shared decision making <input type="checkbox"/> Family history questionnaire <input type="checkbox"/> Provide cancer survivors with a plan and share treatment summary with their primary provider <input type="checkbox"/> Provide patient navigation services <input type="checkbox"/> Cultural training of their staff 	<ul style="list-style-type: none"> populations <input type="checkbox"/> Breast, Cervical and Colorectal Cancer Screening: Use of evidence-based interventions <input type="checkbox"/> Develop partnerships to reach minority populations <input type="checkbox"/> Data collection <input type="checkbox"/> Bio-specimens
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Other Sources of Funding: List other sources of funding your organization has that focus on a similar project as the one being proposed.

Funding Request:

10% Cost-sharing \$ _____

10% Evaluation \$ _____

Total amount requested \$ _____

Signature and title of Officer authorized to commit organization to contract:

Signature: _____ Title _____

Attachment B: Project Work Plan

Project Goal:

Project Objective 1:

Description of Objective	What will be measured	Direction of Change	Unit of Measurement	Baseline	Target	Data Source	Timeframe
		<input type="checkbox"/> Increase <input type="checkbox"/> Maintain <input type="checkbox"/> Decrease	<input type="checkbox"/> # of <input type="checkbox"/> % of <input type="checkbox"/> Proportion of <input type="checkbox"/> Rate of				

Evidence-Base:

- MAPPS
 National Cancer Institute, Research-tested Intervention Programs (R-TIPS)
- Community Guide to Preventive Services
 Other (please describe): _____

Project Activities (may include more than four activities):

Project Activity	Key Partners	Timeframe
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.

PROGRAM BUDGET – COST DETAIL SCHEDULE

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

View at 100% or Larger
Use **WHOLE DOLLARS** Only

Page Of

PROGRAM Error! Reference source not found.		BUDGET PERIOD		DATE PREPARED
		From: Error! Reference source not found.	To: Error! Reference source not found.	
CONTRACTOR NAME Error! Reference source not found.		BUDGET AGREEMENT <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		AMENDMENT # Error! Reference
1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
1. TOTAL SALARIES & WAGES:		0	\$ 0	
2. FRINGE BENEFITS (Specify)				
<input type="checkbox"/> FICA <input type="checkbox"/> LIFE INS. <input type="checkbox"/> DENTAL INS. COMPOSITE RATE <input type="checkbox"/> UNEMPLOY INS. <input type="checkbox"/> VISION INS. <input type="checkbox"/> WORK COMP. AMOUNT 0.00% <input type="checkbox"/> RETIREMENT <input type="checkbox"/> HEARING INS. <input type="checkbox"/> HOSPITAL INS. <input type="checkbox"/> OTHER (specify) _____ 2. TOTAL FRINGE BENEFITS:				
				\$0
3. TRAVEL (Specify if category exceeds 10% of Total Expenditures)				
3 TOTAL TRAVEL:				\$0
4. SUPPLIES & MATERIALS (Specify if category exceeds 10% of Total Expenditures)				
4. TOTAL SUPPLIES & MATERIALS:				\$0
5. CONTRACTUAL (Specify Subcontracts/Subrecipients)				
<u>Name</u>		<u>Address</u>	<u>Amount</u>	
5. TOTAL CONTRACTUAL:				\$0
6. EQUIPMENT (Specify items)				
6. TOTAL EQUIPMENT:				\$0
7. OTHER EXPENSES (Specify if category exceeds 10% of Total Expenditures)				
7. TOTAL OTHER:				\$0
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES:		\$ 0
9. INDIRECT COST CALCULATIONS		Rate #1: Base \$0 X Rate 0.0000 % Total	\$ 0	
		Rate #2: Base \$0 X Rate 0.0000 % Total	\$ 0	
9. TOTAL INDIRECT EXPENDITURES:				\$ 0
10. TOTAL EXPENDITURES (Sum of lines 8-9)				\$ 0
AUTHORITY: P.A. 368 of 1978		The Department of Community Health is an equal opportunity employer, services and programs provider.		
COMPLETION: Is Voluntary, but is required as a condition of funding				
DCH-0386 (E) (Rev 2/13) (W) Previous Edition Obsolete. Use Additional Sheets as Needed				

Appendix A

Michigan Cancer Consortium (MCC)

Policy Committee and Health Disparities Workgroup Priorities:
Sample Intervention Strategies

This document is intended for all MCC organizational types and provides sample interventions for each priority listed.

Key:  Policy-related strategies  Health Disparities strategies

1.0 Prevention



Priority 1.1. Smoking Cessation: Provider reminder systems.

Sample intervention: implement a system, or workflow change, where each patient who uses tobacco is referred to tobacco cessation services. Either the Michigan Tobacco Quitline, in-house service, or other community based cessation service.

Priority 1.2. HPV Vaccination: Referral for vaccination.

Sample intervention: Identify covered lives that are eligible for the Human Papilloma Virus (HPV) vaccine and send small media and/or reminders that the vaccine is available, refer patients to their provider to obtain the HPV vaccine.



Priority 1.4. Smoking Cessation: Reaching minority populations.

Sample interventions:

- Consider strategies to share cancer health disparities data, tobacco cessation/Michigan Tobacco Quitline, and youth tobacco screening information with your membership, staff, stakeholders, and community members. Utilize newsletters, list serves, earned/paid/social media, and websites to share information. Identify local multi-cultural networks and share information.

Other possible activities

- Attend local tobacco coalition meeting to share information.
- Identify local multi-cultural networks and be sure they are listed on your organization's outreach lists (newsletters, list serves, etc.).
- Send email to MCC community partners promoting Michigan Tobacco Quitline.
 - As part of this, include cancer health disparity data for your region.
- Work with local/county medical societies to promote youth tobacco screening.
- Provide grand rounds at local hospitals, etc., to encourage health professionals to screen youth regarding tobacco use.

- Submit editorial to local newspapers regarding cancer health disparities, youth tobacco screening and Michigan Tobacco Quitline.

Potential MCC partners

- Organization representing or serving hard-to-reach and/or special populations.
- Community-based health care delivery system or practice with a cancer program.
- Public health organization.
- Health care insurance plan.

2.0 Early Detection



Priority 2.3. Colorectal Cancer: Proper follow-up for abnormal results.

Sample intervention: Implement a reminder and tracking system to inform patients of abnormal FOBT results, the patient's next steps, and how your organization will follow-up to ensure the patient completes all recommended next steps.



Priority 2.6 Breast, Cervical, and Colorectal Cancer Screening: Use of Evidence-based Interventions.

Sample interventions:

- Use cancer data, geographic information services (including zip code data) and other resources, to further identify, understand and reach underserved populations.
- Based on above information, partner with community-based organizations and develop strategies to more effectively reach (with evidence-based small-media, community champions, other channels) disparate populations with screening information.

Other possible activities

- Partner with local pharmacies, faith-based organizations, stores, etc., that reach disparate populations to place evidence-based small media messages.
- Partner with other local agencies and promote screening during cancer National Health Observances months (e.g. March is National Colorectal Cancer Awareness Month).
- Develop and widely distribute a list of free screening activities held in your community.
- Letters to the editor, editorials by physicians, etc. Consider articles and editorials in newspapers that reach special populations.

MCC potential partners

- Community-based health care delivery system or practice with a cancer program
- Trade/professional/advocacy organizations.

Other potential partners

- Cancer-stakeholder organizations.
- Pharmacies, stores, faith-based organizations and other health care related organizations/stakeholders.
- Community based organizations.
- Faith-based organizations.
- Stores frequented by disparate populations.

Appendix B - Links

Comprehensive Cancer Control Plan for Michigan, 2009 – 2015 (March 2012 revision)

- <http://www.michigancancer.org/CancerPlan/ComprehensiveCancerControlPlan-2009-2015.cfm>

Policy and Health Disparities

- http://www.michigancancer.org/PDFs/PolicySystemsEnvironChange/Policy_HD_Priorities_01252013.pdf

Michigan Cancer Surveillance Program Registry

- <http://www.cancer-rates.info/mi>

EGrAMS is an Electronic Grants Administration & Management System utilized by the state for application and administration of Grants. It can be accessed at:

- <http://egram-mi.com/dch/User/home.aspx>

MAPPS

- http://www.cdc.gov/chronicdisease/recovery/PDF/MAPPS_Intervention_Table.pdf

The Community Guide - The Guide to Community Preventive Services

- <http://thecommunityguide.org>

Michigan Behavioral Risk Factor Survey (BRFS) Annual Report – 2011

- http://www.michigan.gov/documents/mdch/2011_MiBRFS_Annual_Report_FINAL_402710_7.pdf

Michigan Community Cancer Incidence and Mortality Data

- http://www.michigan.gov/mdch/0,4612,7-132-2944_5323---,00.html

County Health Rankings & Roadmaps

- Helps communities create solutions that make it easier for people to be healthy in their own communities, focusing on specific factors that affect health.
- <http://www.countyhealthrankings.org/#app/>

Research-tested Intervention Program (RTIPS)

- <http://rtips.cancer.gov/rtips/index.do>

APPENDIX C - SAMPLE GRANT AGREEMENT LANGUAGE

Contract #: _____

**Grant Agreement Between
Michigan Department of Community Health
hereinafter referred to as the "Department"**

and

Federal I.D.#: _____, DUNS# _____

hereinafter referred to as the "Contractor"

for

Part I

1. **Period of Agreement:** This agreement shall commence on _____ and continue through _____. This agreement is in full force and effect for the period specified.

2. **Program Budget and Agreement Amount**

A. Agreement Amount

The total amount of this agreement is \$ _____. The Department under the terms of this agreement will provide funding not to exceed \$ _____. The federal funding provided by the Department: is \$ _____ or approximately _____%; the Catalog of Federal Domestic Assistance (CFDA) number is _____ and the CFDA Title is _____; the federal agency name is _____; the federal grant award number is _____ and the award phase is _____, The federal program title is _____. The grant agreement is designated as a:

- subrecipient relationship; or
- vendor relationship.

The grant agreement is designated as:

- Research and development project; or
- Not a research and development project.

B. Equipment Purchases and Title

Any contractor equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.

Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

- 3. **Purpose:** The focus of the program is to: .
- 4. **Statement of Work:** The Contractor agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement through reference.
- 5. **Financial Requirements:** The financial requirements shall be followed as described in Part II of this agreement and Attachments B and D which are part of this agreement through reference.
- 6. **Performance/Progress Report Requirements:** The progress reporting methods, as applicable, shall be followed as described in Attachment C, which is part of this agreement through reference.
- 7. **General Provisions:** The Contractor agrees to comply with the General Provisions outlined in Part II, which is part of this agreement through reference.
- 8. **Administration of the Agreement:**

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Name, Location/Building	Title	Telephone No.	Email Address
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9. **Contractor's Financial Contact for the Agreement:**

The person acting for the Contractor on the financial reporting for this agreement is:

Name	Title
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E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This agreement is valid upon approval by the State Administrative Board as appropriate and approval and execution by the Department.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the signing of this agreement.
- D. The Contractor is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Contractor.

12. Signature Section:

For the CONTRACTOR

Name	<i>(Please print)</i>	Title
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Signature	Date
-----------	------

For the MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

Kim Stephen, Director, Bureau of Budget and Purchasing	Date
--	------

Part II
General Provisions

I. Responsibilities - Contractor

The Contractor in accordance with the general purposes and objectives of this agreement will:

A. Publication Rights

1. Where the Contractor exclusively develops books, films, or other such copyrightable materials through activities supported by this agreement, the Contractor may copyright those materials. The materials that the Contractor copyrights cannot include service recipient information or personal identification data. Contractor grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorizes others to reproduce and use such materials.
2. Any materials copyrighted by the Contractor or modifications bearing acknowledgment of the Department's name must be approved by the Department before reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Contractor and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this agreement to the Contractor. If the Contractor ceases to conduct business for any reason, or ceases to support the copyrightable materials developed under this agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Contractor has to the federal government.
3. The Contractor shall give recognition to the Department in any and all publications papers and presentations arising from the program and service contract herein; the Department will do likewise.
4. The Contractor must notify the Department's Grants and Purchasing Division 30 days before applying to register a copyright with the U.S. Copyright Office. The Contractor must submit an annual report for all copyrighted materials developed by the Contractor through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.

B. Fees

Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined by the Department's fiscal procedures. Any underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

C. Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the program.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement, and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than three (3) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved.

F. Authorized Access

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.

G. Audits

This section only applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

1. Required Audit or Notification Letter

Contractors must submit to the Department either a Single Audit, Financial Related Audit, Financial Statement Audit, or Audit Status Notification Letter as described below. Financial Related Audit is applicable to non-profit contractors that are designated as subrecipients. If submitting a Single Audit or Financial Statement Audit, Contractors must also submit a Corrective Action Plan for any audit findings that impact MDCH-funded programs, and management letter (if issued) with a response.

a. Single Audit

Contractors that are a state, local government, or non-profit organization that expend \$500,000 or more in federal awards during the Contractor's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of the Single Audit Act Amendments of 1996, and

Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised.

b. Financial Related Audit

Contractors that are for-profit organizations that expend \$500,000 or more in Federal awards during the Contractor's fiscal year must submit a financial related audit prepared in accordance with Government Auditing Standards relating to all Federal awards; or an audit that meets the requirements contained in OMB Circular A-133, if required by the Federal awarding agency.

c. Financial Statement Audit

Contractors exempt from the Single Audit and Financial Related Audit requirements that receive \$500,000 or more in **total funding** from the Department in State and Federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit and Financial Related Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact MDCH-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions.

d. Audit Status Notification Letter

Contractors exempt from the Single Audit, Financial Related Audit and Financial Statement Audit requirements (a., b., and c. above) must submit an Audit Status Notification Letter that certifies these exemptions. The template Audit Status Notification Letter and further instructions are available at <http://www.michigan.gov/mdch> by selecting Inside Community Health – MDCH Audit.

2. Due Date and Where to Send

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or audit Status Notification Letter must be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at MDCH-AuditReports@michigan.gov. The required materials must be assembled as one document in a PDF file compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

3. Penalty

a. Delinquent Single Audit, Financial Related or Financial Statement Audit

If the Contractor does not submit the required Single Audit Financial Related Audit, or Financial Statement Audit, including any management letter with a response and applicable Corrective Action Plan within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

b. Delinquent Audit Status Notification Letter

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

4. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

H. Subrecipient/Vendor Monitoring

The Contractor must ensure that each of its **subrecipients** comply with the Single Audit Act requirements. The Contractor must issue management decisions on audit findings of their subrecipients as required by OMB Circular A-133.

The Contractor must also develop a subrecipient monitoring plan that addresses "during the award monitoring" of **subrecipients** to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Contractor must establish requirements to ensure compliance for **for-profit subrecipients** as required by OMB Circular A-133, Section .210(e)

The Contractor must ensure that transactions with **vendors** comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

J. Software Compliance

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

K. Human Subjects

The Contractor will comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Contractor agrees that prior to the initiation of the research, the Contractor will submit institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the State of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Contractor's IRB Chairperson or Executive Officer(s).

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Contractor.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Contractor any new report forms and reporting formats proposed for issuance thereafter at least ninety (90) days prior to their required usage in order to afford the Contractor an opportunity to review and offer comment.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Contractor will comply with applicable federal and state laws, guidelines,

rules and regulations in carrying out the terms of this agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement.

B. Anti-Lobbying Act

The Contractor will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). Further, the Contractor shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. In the performance of any contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.
2. The Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

- e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records
 - h. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - i. the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority owned and women owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority owned and women owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.

D. Debarment and Suspension

Assurance is hereby given to the Department that the Contractor will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
- 4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

E. Federal Requirement: Pro-Children Act

1. Assurance is hereby given to the Department that the Contractor will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor also assures that this language will be included in any subawards which contain provisions for children's services.
2. The Contractor also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Contractor. If activities or services are delivered in facilities or areas that are not under the control of the Contractor (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Contractor will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

G. Subcontracts

Assure for any subcontracted service, activity or product:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of the agreement.
2. That any executed subcontract to this agreement shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the

provisions of the subcontract, the provisions of this agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement;
 - b. Restates provisions of this agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this agreement.
3. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
 5. That the Contractor will submit a copy of the executed subcontract if requested by the Department.

H. Procurement

Assure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of OMB Circular A-102 as revised, implemented through applicable portions of the associated "Common Rule" as promulgated by responsible federal contractor(s), or 2 CFR, Part 215 (OMB Circular A-110) as amended, as applicable, and that records sufficient to document the significant history of all purchases are maintained for a minimum of three years after the end of the agreement period.

I. Health Insurance Portability and Accountability Act

To the extent that this act is pertinent to the services that the Contractor provides to the Department under this agreement, the Contractor assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within HIPAA requirements except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.
2. The Contractor will ensure that any subcontractor will have the same obligations as the Contractor not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this agreement.

4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware. The Contractor will work with the Department to mitigate the breach, and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Agreement Termination.
7. In accordance with HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Contractor received from the Department or any other source.
8. The Contractor will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Contractor to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program's requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Contractor's financial records. The operating advance payable must remain in the Contractor's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Contractor to replenish the operating advance used for program operations.
4. The advance must be returned to the Department within 30 days of the end date of this agreement unless the Contractor has a recurring agreement with the Department, and may not be held pending agreement audit. Subsequent Department agreements may be withheld

pending recovery of the outstanding advance from a prior agreement. If the Contractor has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Contractor to examine department's associated records.
 - d. An opportunity for the Contractor to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
 - f. Contractor representation by an attorney and presentation of witnesses if necessary.
5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Contractor must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Contractor will be reimbursed in accordance with the staffing grant reimbursement method as follows:

Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

Financial Status Reports (FSRs) shall be prepared and submitted to:

Michigan Department of Community Health
Accounting Division
Expenditure Operations Section
P.O. Box 30720, Lansing, Michigan 48909

FSRs must be submitted on a monthly basis, no later than thirty (30) days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, regardless of the source of funds. Attachment D contains the FSR form. The FSR form and instructions for completing the FSR

form are available through your Contract Manager or the Department's web site:

- http://www.michigan.gov/documents/DCH-0384-Financial_Status_Report_8214_7.pdf and
- http://www.michigan.gov/documents/DCH-0384-Financial_Status_Report_Instructions_8216_7.pdf.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

D. Reimbursement Mechanism

All contractors must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by PA 533 of 2004. Vendor registration information is available through the Department of Management and Budget's web site:

- <http://michigan.gov/cpexpress>

E. Final Obligations and Financial Status Report Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Contractor must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 13th until mid-November. FSRs through the August period should be submitted by September 6th to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due sixty (60) days following the end of the fiscal year or agreement period. The final FSR must be clearly marked "Final". Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Contractor at the end of the agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

V. Agreement Termination

The Department may cancel this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated on thirty (30) days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the thirty (30) day period.
- C. This agreement may be terminated immediately if the Contractor or an official of the Contractor or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

VI. Final Reporting Upon Termination

Should this agreement be terminated by either party, within thirty (30) days after the termination, the Contractor shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

VII. Severability

If any provision of this agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

VIII. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change.

IX. Liability

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and

procedural direction, to be carried out by the Department in the performance of this agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (the Department) or employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the State, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

X. Conflict of Interest

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, MSA 4.1700(51) et seq, and 1973 PA 196, as amended, MCL 15.341 et seq, MSA 4.1700 (71) et seq.

XI. State of Michigan Agreement

This is a State of Michigan Agreement and is governed by the laws of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

XII. Confidentiality

Both the Department and the Contractor shall assure that medical services to and information contained in medical records of persons served under this agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise permitted or required by applicable state or federal law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals.