



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**

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KEY DATES

Grant Writing Workshop	August 22, 2018 at 10 am via webinar (will be recorded)
Letter of Intent Deadline	November 2, 2018 at 12 pm
Application Deadline	November 30, 2018 at 12 pm
Award Notification	March 31, 2018
Award Period	April 1, 2019 - March 31, 2020
Circle of Hope	April 2019, Date TBD
Race for the Cure	May 4, 2019, Rivers Edge Sports Complex, Roanoke, VA

ABOUT SUSAN G KOMEN® AND KOMEN VIRGINIA BLUE RIDGE

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 Virginia Blue Ridge is working to better the lives of those facing breast cancer in the local community. Through events like the Komen Virginia Blue Ridge Race for the Cure®, Komen Virginia Blue Ridge has invested \$2.7 million in community breast health programs in 42 cities and counties.

NOTICE OF FUNDING OPPORTUNITY AND STATEMENT OF NEED

Komen Virginia Blue Ridge is offering community grants to support breast cancer projects that address specific funding priorities, which were selected based on data from the current Komen Virginia Blue Ridge Community Profile Report, found on our website at <https://komenvablueridge.org/grants/our-community-need-2/>.

Although organizations in the target communities listed below are given priority, we encourage organizations in non-target communities to apply as well. Programs that do not reach target communities are still eligible for full funding.

- The Central Blue Ridge Region (Roanoke County, Roanoke City, Radford City)
 - *Especially programs focusing on African-American/Black communities*
- The South Central Region (Patrick County, Henry County, Martinsville City)
 - *Especially programs focusing on African-American/Black communities*
- Wythe County
- Danville City
 - *Especially programs focusing on African-American/Black communities*
- Lynchburg City
 - *Especially programs focusing on African-American/Black communities*
- Bristol City
- Washington County

The funding priority areas are listed below in order of importance:

1. **Low or No-Cost Screening and Diagnostic Services**

Evidence-based projects that provide low- or no-cost screening and/or diagnostic services through programs such as mobile mammography and/or co-pay and deductible assistance for individuals residing in the 42 city/county service area.

Individuals served must be:

- Uninsured with an income below 250 percent of the federal poverty line; or
- Underinsured
 - “Underinsured is defined as having some insurance coverage but not enough, or when one is insured yet unable to afford the out-of-pocket responsibilities not covered by his or her insurer” (*Patient Advocate Foundation, <http://www.patientadvocate.org/resources.php?p=781>*).
 - In order to qualify as underinsured under this program, the individual must have
 - Out-of-pocket health care costs exceeding 10 percent of income; or
 - Out-of-pocket health care costs exceeding 5 percent of income if their household income is less than 250 percent of the federal poverty line
- Forty years or older OR if under 40, must be symptomatic or have a referral from a physician indicating a need for screening services (i.e. strong family history, high risk, etc.)

Strong applications should:

- Increase the number of “never, rarely, or newly screened” women getting breast cancer screening;
- Promote early-detection of breast cancer;
- Reduce the number of women “lost to follow-up” due to financial limitations; and
- Increase the number of African-American women receiving screenings, diagnostic services, and/or breast cancer treatment.

2. **Patient Navigation**

Projects that provide evidence-based patient navigation particularly for rural and black women that reside in the 42 city and county service area. Patient navigation must follow the individual from abnormal screening to diagnostic resolution and through treatment, if necessary.

Patient navigation is a process by which a trained individual- patient navigator- guides patients through and around barriers in the complex breast cancer care system. The primary focus of a patient navigator is on the individual patient, with responsibilities centered on coordinating and improving access to timely diagnostic and treatment services tailored to individual needs. Patient navigators offer interventions that may vary from patient to patient along the continuum of care and include a combination of informational, emotional, and practical support (i.e., breast cancer education, counseling, care coordination, health system navigation, and access to transportation, language services and financial resources).

Strong applications should:

- Reduce the number of women “lost to follow-up;”
- Reduce the number of missed or cancelled appointments;
- Reduce time from abnormal screening to diagnostic procedures; and
- Reduce time from diagnostic resolution to treatment.

3. Reducing Other Barriers to Care

- Breast Cancer Education
 - Projects that provide evidence-based and culturally relevant breast cancer education in one-on-one and group settings. Projects must be designed to result in documented age-appropriate, breast cancer action (e.g., getting a screening mammogram, obtaining recommended follow-up after an abnormal mammogram). Based on findings from the Community Profile, these projects should target rural, black, and/or low-income individuals that reside in the 42 city and county service area.
 - Breast cancer education projects should include Komen’s breast self-awareness messages, if appropriate, based on the need, audience and purpose of the educational project.
 - Projects must provide evidence of linkage to local breast cancer services and include follow up with participants. Health fairs and mass media campaigns are not evidence-based interventions and will not be accepted or funded.
- Transportation Assistance
 - Projects that provide transportation assistance through shuttle, taxi, or other direct service.
 - Projects utilizing gas cards for transportation assistance must establish requirements for eligibility, such as mileage, lack of public transportation options, income, etc. Applications must show how program will determine need, how program ensures funds are utilized for transportation assistance for appointments, and explain the method of distributing gas cards (i.e. mailed before appointment, given at appointment, etc.).

Strong applications should:

- Increase access to breast health services;
- Reduce number of women “lost to follow-up;”
- Reduce number of missed appointments;
- Result in an increase in breast cancer action due to knowledge gained; and
- Result in an increase the number of “never, newly, or rarely screened” women getting breast cancer screening.

Applicants are subject to budget caps depending on their service area coverage:

- **Applicants that provide services to 3 or more target communities OR cover more than 15 counties and cities with the program may request funding up to \$50,000.**
- **Applicants that provide services to 1 or 2 target communities with the program may request funding up to \$40,000.**
- **Applicants that do not provide services to any target communities with the program may request funding up to \$20,000.**

SPECIAL TERMS

Completion of a Letter of Intent (LOI) no later than **November 2 at 12 PM** will be required of all applicants. Viewing the Grantwriting Workshop and GeMS 101 webinar is strongly encouraged for all applicants.

These resources are accessible at <https://komenvablueridge.org/how-to-apply-for-funding/>.

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 locations:

Cities of:

- Buena Vista
- Bristol
- Covington
- Danville
- Galax
- Lexington

- Lynchburg
- Martinsville
- Norton
- Radford
- Roanoke
- Salem

Counties of:

- Alleghany
- Amherst
- Bath
- Bedford
- Bland
- Botetourt
- Campbell
- Carroll
- Craig
- Dickenson
- Floyd
- Franklin
- Giles
- Grayson

- Henry
- Lee
- Montgomery
- Patrick
- Pittsylvania
- Pulaski
- Roanoke
- Rockbridge
- Russell
- Scott
- Smyth
- Tazewell
- Washington
- Wise
- Wythe

- 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.

ALLOWABLE EXPENSES

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

- Key Personnel / Salaries
- Consultants/ Sub-contracts
- Supplies
- Travel
- Patient care
 - This section of the application in GeMS must include calculations for proposed direct breast health services. For example, 50 clinical breast exams @ \$50 each, 100 screening mammograms @ \$100.00 each, etc. Place these calculations in the budget justification text box.
- Other direct project expenses
- 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

If applicant covers more than one city or county in the Affiliate Service Area, it must breakdown the budget by each city or county along with the number of individuals to be served in each city or county within project application.

Applicant must use **Medicare reimbursement rates or less** as the cost for direct breast health services. Applicant must upload corresponding documentation (such as the fee schedule) on the Project Budget Summary page in GeMS. If the 2019 fee schedule is not available at the time of submitting the application, the 2018 schedule must be uploaded.

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
- Thermography
- Equipment over \$5,000 total
- Projects or portions of projects not specifically addressing breast cancer

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 Virginia Blue Ridge.
- 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 Virginia Blue Ridge, 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 Virginia Blue Ridge with a certificate of insurance with Susan G. Komen Breast Cancer Foundation, Inc., Susan G. Komen Virginia Blue Ridge, 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.
- At least 25% percent of individuals receiving direct breast health services must be never, rarely, or newly screened patients.
 - Never screened patients are over the age of 40 and have never had a mammogram.
 - Rarely screened patients are over the age of 40 and it has been 3 or more years since their last screening mammogram.
 - Newly screened patients have recently turned 40 and have not had their first mammogram.
- While reporting metrics stated in Appendix A will be required for the overall number of individuals served, funded programs will only need to report the TOTAL percentage of never, rarely, and newly screened patients; grantees will NOT have to break them down by category.
- Project objectives must ONLY be set for projects funded by a Komen Virginia Blue Ridge community grant. Do not set objectives paid for by a different funding source.

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 Virginia Blue Ridge 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/>.

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 25%: 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 15%: 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?

Acknowledgement 10%: How well does the project address plans to acknowledge Komen Virginia Blue Ridge and the grant award, if funded? Does the applicant address how patients will know their services were paid for by a Komen grant?

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.

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, <https://komenvablueridge.org/how-to-apply-for-funding/>, or contact Elizabeth Hand at 540-400-8222 ext. 3 or at ehand@komenvablueridge.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). Within your Project Narrative, include the citations/sources used to construct/inform your program. If needed, upload separate citation document.
- 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)
- Number of patients served that are new/never/rarely screened (percentage of total patients served)

Acknowledgement (limit 5,000 characters)

- Describe how the organization(s) will acknowledge, advertise, or otherwise promote the grant and program and credit Komen Virginia Blue Ridge.
- Describe the method of informing patients that their services were funded by Komen Virginia Blue Ridge. Include any materials if applicable.

Grantees will be required to provide all brochures, flyers, press releases, and online acknowledgement as promised in their application in progress and final reports.

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 Virginia Blue Ridge.** 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. Cost of each type of service that will be provided as well as the number of each type of service (i.e. screening mammograms, unilateral diagnostic mammograms, complete ultrasounds, etc.) should be shown in the Budget Justification box. 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>

- **Medicaid Reimbursement Rates for 2018 or 2019** – Include the most current reimbursement schedule for breast health services to justify your budget.

Applicant Support: Questions should be directed to:

Elizabeth Hand, Mission Manager
540-400-8222 ext. 3
ehand@komenvablueridge.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
1. Is the objective SMART?		
<ul style="list-style-type: none">• Specific: Who? (target population and persons doing the activity) and What? (action/activity)		
<ul style="list-style-type: none">• Measurable: How much change is expected?		
<ul style="list-style-type: none">• Achievable: Can be realistically accomplished given current resources and constraints		
<ul style="list-style-type: none">• Realistic: Addresses the scope of the project and proposes reasonable programmatic steps		
<ul style="list-style-type: none">• Time-bound: Provides a time frame indicating when the objective will be met		
2. Does it relate to a single result?		
3. Is it clearly written?		

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: CONTRACT TEMPLATE

Greater Roanoke Valley Area Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. DBA Virginia Blue Ridge Affiliate of Susan G. Komen for the Cure

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 (Select one reporting cycle):

- 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.

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:

- Shall respond to email and phone call inquiries from Komen staff within two business days.
- Shall work with Komen to host one Volunteer Breast Health Educator Training within the community that the Grantee serves.
- Shall have two Komen trained Volunteer Breast Health Educators on staff of the funded program no later than September 30, 2019.
- Shall provide at least one Volunteer Breast Health Educator to help staff at I Am Komen booth at the Race for the Cure.
- Shall attend the Circle of Hope Celebration. Day, time, and location for the event TBD.
- Shall submit accurate progress and final reports on time that include all information required in GeMS and with special consideration given to the Demographics Table of individuals served. Grantee will report only those patients served with Komen funding and who live within the Komen service area. Grantee will provide any other statistical data as requested by Komen.

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.

1. **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).

2. **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.

3. **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 **Roanoke, Virginia**. 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 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