



Wes Moore, Governor · Aruna Miller, Lt. Governor · Meena Seshamani, M.D., Ph.D., Secretary

REQUEST FOR APPLICATIONS (RFA)

(COMPETITIVE)

PROCUREMENT ID NUMBER – PHPA 4078/BPM058515

Issue Date: August 19, 2026

Provide support for young adults with sickle cell disease that are entering adult sickle cell care

NOTICE

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

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

Request for Applications: Provide support for young adults with sickle cell disease that are entering adult sickle cell care

Solicitation Number: PHPA 4078/BPM058515

RFA Issue Date: August 19, 2026

RFA Issuing Office: Maryland Department of Health
Office of Children and Youth with Specific Health Care Need

Procurement Officer: Kelsey Johnson
Maryland Department of Health
Prevention and Health Promotion Administration
201 West Preston Street
Baltimore, MD 21201
e-mail: kelsey.johnson1@maryland.gov

Grant Monitor: Pam Moore
Sickle Cell Disease Program Administrator
Maryland Department of Health
Office of Children and Youth with Specific Health Care Needs (OCYSHCN)
201 W Preston Street, Baltimore, MD 21201

Questions due date and time: September 9, 2026 Time: 2:00 pm EST Local Time

Applications are to be sent to: eMaryland Marketplace Advantage (eMMA)
(<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>). For questions and/or technical assistance, please contact emma.helpdesk@maryland.gov. In addition, you may visit <https://procurement.maryland.gov> for additional information.

Closing Date and Time: September 16, 2026 Time: 2:00pm EST Local Time

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH or the Department), Office of Children and Youth with Specific Health Care Needs (OCYSHCN), is issuing this Request for Applications (RFA) to provide support for young adults with sickle cell disease that are entering adult sickle cell care.

Historically, individuals with sickle cell disease (SCD) did not survive into adulthood. However, with advancements in medical care, over 95% of youth with SCD in the United States are now expected to reach adulthood. As a result, ensuring a smooth transition to adult care has become crucial. Challenges during this transition include inadequate preparedness and differences between pediatric and adult healthcare systems. As adolescents with SCD age, they experience increased disease progression and require more specialized care. Young adults aged 18–30 have higher healthcare utilization and mortality rates compared to other age groups. This issue is further complicated by the shortage of adult providers experienced in managing SCD on a day-to-day basis. In addition to transitioning their medical care, young individuals are also navigating other changes, such as academic and vocational goals, family and social relationships, and independent living.¹

“Standardized programming for individuals with sickle cell disease (SCD) transitioning from pediatric to adult-centered care does not currently exist, resulting in high rates of mortality and morbidity.”²

Further studies highlight increased hospitalizations, readmissions, and acute care utilization for young adults aged 18–30.³

- 1.1.2 It is the State’s intention to obtain services as specified in this RFA, from an Agreement between the selected Applicant and the State. The anticipated duration of services to be provided under this Agreement is for the state fiscal year (SFY) 2027, from October 1, 2026 to June 30, 2027 with two (2) option years from July 1, 2027 to June 30, 2028 and from July 1, 2028 to June 30, 2029.
- 1.1.3 The Department intends to make a single award as a result of this RFA.
- 1.1.4 Applicants, either directly or through their subcontractor(s), must be able to provide all services and meet all the requirements requested in this solicitation and the successful Applicant shall remain responsible for performance regardless of subcontractor participation in the work.

1.2 Contract Type

¹ Viola A, Porter J, Shipman J, Brooks E, Valrie C. A scoping review of transition interventions for young adults with sickle cell disease. *Pediatr Blood Cancer*. 2021 Sep;68(9):e29135. doi: 10.1002/pbc.29135. Epub 2021 Jun 5. Erratum in: *Pediatr Blood Cancer*. 2022 Jan;69(1):e29414. doi: 10.1002/pbc.29414. PMID: 34089222; PMCID: PMC8316342.

² Viola A, Porter J, Shipman J, Brooks E, Valrie C. A scoping review of transition interventions for young adults with sickle cell disease. *Pediatr Blood Cancer*. 2021 Sep;68(9):e29135. doi: 10.1002/pbc.29135. Epub 2021 Jun 5. Erratum in: *Pediatr Blood Cancer*. 2022 Jan;69(1):e29414. doi: 10.1002/pbc.29414. PMID: 34089222; PMCID: PMC8316342.

³ Stollon NB, Paine CW, Lucas MS, Brumley LD, Poole ES, Peyton T, Grant AW, Jan S, Trachtenberg S, Zander M, Bonafide CP, Schwartz LA. Transitioning Adolescents and Young Adults With Sickle Cell Disease From Pediatric to Adult Health Care: Provider Perspectives. *J Pediatr Hematol Oncol*. 2015 Nov;37(8):577-83. doi: 10.1097/MPH.0000000000000427. PMID: 26492583; PMCID: PMC4806545.

- 1.2.1 The Agreement resulting from this solicitation shall be a Cost Reimbursable Contract.

1.3 Procurement Officer

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

Kelsey Johnson
Maryland Department of Health
Prevention and Health Promotion Administration
201 West Preston Street
Baltimore, MD 21201
e-mail: kelsey.johnson1@maryland.gov

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

1.4 Grant Monitor

- 1.4.1 The Grant Monitor is:

Pam Moore
Maryland Department of Health
Office of Children and Youth with Specific Health Care Needs
(OCYSHCN) 201 W Preston Street
Baltimore, MD 21201

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

1.5 eMaryland Marketplace Advantage

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

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

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

Note: If you are part of an organization with multiple applicants, please ensure each applicant is registered under its own eMMA number (SUP #). An SUP can only be used once per solicitation. Please reach out to the eMMA Help desk for any additional information. emma.helpdesk@maryland.gov

1.6 Questions

- 1.6.1 Written questions from prospective Applicants will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: kelsey.johnson1@maryland.gov. Please identify in the subject line the Solicitation Number and Title.
- 1.6.2 Questions are requested to be submitted no later than the due date indicated on the RFA Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date.

1.7 Application Due (Closing) Date and Time

- 1.7.1 Applications, in the number and form set forth in Section 4.2 "Applications" must be received by the Procurement Officer, in eMaryland Marketplace (eMMA) no later than 2:00 pm EST Local Time on **September 15, 2026** in order to be considered.
- 1.7.2 Requests for an extension of this time or date will not be granted. Applications received after the due date and time listed in this section will not be considered. Questions regarding this solicitation should be directed (By e-mail only, no phone calls will be accepted) to the PROCUREMENT OFFICER.
- 1.7.3 Applications may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

1.8 Award Basis

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

1.9 Revisions to the RFA

- 1.9.1 If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA, or which are otherwise known by the Procurement Officer to have obtained this RFA.
- 1.9.2 Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant's Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.10 Cancellations

- 1.10.1 The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified applicants in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations.
- 1.10.2 In the event a government entity proposes and receives the recommendation for award, the contract, application and solicitation for this RFA may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFA are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFA may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

SECTION 2 – MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

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

- 2.1.1 The Applicant shall be a social organization as defined per Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland or a local, state government agency, public college or state university.
- 2.1.2 For social organization Applicants (not local, state government agency, public college, or state university), the Applicant must be a nonprofit organization, classified by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Applications must include attachments of the following documentation from the applicant:

REQUIRED DOCUMENTATION: Documentation of tax-exempt status of the Applicant or the Applicant's fiscal sponsor (i.e., IRS tax exempt status determination letter)

- 2.1.3 The Applicant shall be certified . . . (ex. by the Maryland Insurance Administration as a . . .). As proof of meeting this requirement, the Applicant shall provide with its Application . . . (ex. a current certificate issued by the Maryland Insurance Administration evidencing the Applicant's certification as a . . .")

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

While studies show a survival rate of 93.9–98.4% for individuals with sickle cell disease (SCD) reaching 18 years of age, improvements in survival are less evident among young adults aged 20-24. This gap coincides with the transition from pediatric to adult healthcare, with one possible explanation being care gaps during this often disjointed transition period. Further studies highlight increased hospitalizations, readmissions, and acute care utilization for young adults aged 18-30. Healthcare providers have emphasized the need for more comprehensive transition programs for adolescents and young adults (AYAs) with SCD. Despite recognizing this need, there is still a lack of consensus on the specific outcomes that define a successful transition.

The Social-Ecological Model of Adolescent and Young Adult Readiness to Transition (SMART) outlines 11 domains that contribute to a young adult’s readiness to move to adult care. Seven of these are considered modifiable variables, while the other four are less amenable to change. All of these variables can either facilitate or hinder a successful transition to adult healthcare. The modifiable variables, except for developmental maturity, can involve the interactions between the patient, provider, and parent. The dynamics among these three parties, alongside improvements in the modifiable domains, play a key role in influencing transition readiness.⁴

The State is issuing this solicitation for the purpose of supporting the development or enhancement of a comprehensive transition program, which should aim at strengthening positive relationships among adolescents with sickle cell disease, their parents, and providers. The applicant must integrate the role of a Transition Coordinator, skilled in assessing psychosocial needs, navigating complex medical-legal systems, and executing crisis interventions. The services proposed must be complementary to and must not duplicate existing offerings provided through the Community Health Worker (CHW) grant, which currently focuses on encounters designed to enhance knowledge, skills, communication, and motivation. The services proposed should encompass both the “Hub” and “Spoke” programs within the system where applicable. In addition, services should address client expectations, goals, psychosocial aspects of transition and developmental maturity.

3.2 Scope of Work - Requirements

The Applicant shall:

General Program Requirements

3.2.1 General Requirements

3.2.1.1 The Americans with Disabilities Act: The Americans with Disabilities Act (<https://www.ada.gov/>) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply

⁴ Stollon NB, Paine CW, Lucas MS, Brumley LD, Poole ES, Peyton T, Grant AW, Jan S, Trachtenberg S, Zander M, Bonafide CP, Schwartz LA. Transitioning Adolescents and Young Adults With Sickle Cell Disease From Pediatric to Adult Health Care: Provider Perspectives. *J Pediatr Hematol Oncol*. 2015 Nov;37(8):577-83. doi: 10.1097/MPH.0000000000000427. PMID: 26492583; PMCID: PMC4806545.

with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible.
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures.
- effective communication; and
- accessible facilities.

3.2.2 Program Planning

The services proposed must be complementary to and must not duplicate existing offerings provided through the Community Health Worker (CHW) grant, which currently focuses on encounters designed to enhance knowledge, skills, communication, and motivation. The services proposed should encompass both the “Hub and Spoke” programs within the system where applicable.

- A. The Applicant shall develop or enhance an existing comprehensive transition plan.
- B. Overall program design shall include comprehensive plans to:
 - a. Strengthen positive relationships among patients, parents, and providers
 - b. Integrate a Transition Coordinator skilled in
 - i. Assessing psychosocial needs
 - ii. Navigating complex medical-legal systems
 - iii. Executing crisis interventions
- C. Program design shall include the development or adoption of evidence informed evaluation tools and action plan templates. Applicants should discuss which tool(s) will be used or how those decisions will be made upon award in their application. Tools should explore
 - a. Current relationship between patient, provider, and parent.
 - b. Client expectations
 - c. Goals
 - d. Psychosocial aspects of transitioning
 - e. Developmental maturity
- D. Program design shall include the development of protocols and workflows for administrative components including the development of and feedback on interventional strategies.
- E. Program design shall include systems for referral, including coordination with Primary Care Providers, mental health professionals. the MDH funded community health worker program and the MDH funded Hub and Spoke project to meet the transition needs of participants.
- F. Program design will provide services in a health literate manner and will focus on
 - a. coping with socio-demographic variables.
 - b. family functioning, including supporting positive relationships and communication emphasizing independence and self management.
 - c. assessing neurocognitive function to better assist with clients understanding their own disease process.
 - d. providing services to assist with positive provider-patient relationships and communication.

3.2.3 Program Implementation Requirements

- A. Upon notification of award, the applicant shall provide MDH with the name, address, telephone number, and email address of the Applicant's grant, program and fiscal point of contacts /representatives.
- B. The Applicant shall meet with Department Staff virtually on a monthly basis, or as requested by the Department, to examine the quality of the work completed, discuss challenges, and to provide updates on project status (project protocols, staffing and training, data systems, response rates, difficult conversations, etc.). The exact meeting schedule will be determined within two weeks of award notification based on mutual agreement between the Grant Monitor and the Applicant. Meetings shall occur throughout the duration of the contract unless otherwise determined by the Grant Monitor.
- C. The applicant shall meet all deadlines for contract deliverables and ensure the Grant Monitor or their designee has up-to-date contact information for the Applicant's grant, program, and fiscal representatives. This information should include each representative's name, address, phone number, and email address.
- D. Within the first three (3) month of the award, Applicant shall develop all materials needed for successful program implementation as discussed in Section 3.2.2.1

3.2.4 Staffing and Experience

- A. Leadership - Designate a Project Director / primary point of contact among current staff or secure staff to serve as a primary point of contact to liaise with the Department.
- B. Applicant will secure staff as needed to conduct business as defined in the program.
- C. Applicant will define training and requirements for staff participating in the project.

3.2.5 Reporting

Reports shall be submitted quarterly using the Department's designated grant management system and shall include but is not limited to

- A. Referrals and Participation
 - a. Number of clients referred to program
 - b. Number of clients referred to program and participating in the program
 - c. Number of clients referred to program and not participating in the programNumber of clients having a readiness score initiated or updated in the last 12 months.
 - d. Number of clients having a transition plan initiated or updated in the last 12 months.
 - e. The number of clients showing readiness scores and implemented aspects of the transition plan increase over time. (Assessed at least annually.)
 - f. Number of clients showing successful transfer of care: Defined as having at least two visits with a comprehensive adult sickle cell program in the first year post-transfer.
 - g. Number of clients showing continuity of care: A gap of less than 3–6 months between the last pediatric visit and the first adult visit during the first year post-transfer.
 - h. Number of clients showing integration into adult care: Completion of at least 50% of scheduled outpatient visits within the first 5 years of transfer.
- B. Patient satisfaction
- C. Provider satisfaction
- D. Parent Satisfaction

3.3 Invoicing

3.3.1 General

(a) All invoices shall include the following information:

- Grantee name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

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

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

3.3.2 Invoice Submission Schedule

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

	Due Date	Payment Amount
Initial Invoice	October 15 th	Documented actual expenditures accompanied by adequate documentation
Second Invoice	January 15 th	
Third Invoice	April 15 th	
Final Invoice	June 15 th	Remaining Contract Balance

3.3.3 Insurance Requirements - The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Grantee shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State of Maryland.

- 3.3.3.1 Subcontractor Insurance - The Grantee shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.
- 3.3.3.2 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the <<typeofAgency>> should be added as a "loss payee."
 - D. Cyber Security / Data Breach Insurance – The Contractor shall possess and maintain throughout the term of the Contractor and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least five million dollars (\$5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

4.1.1 Applicants shall submit applications in separate volumes:

- Volume I – Project Narrative
- Volume II – Budget Justification/Narrative

4.2 Applications

4.2.1 Applications must be submitted to eMaryland Marketplace Advantage (eMMA), or the RFA email address RFA.PHPA@maryland.gov. The Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet.

4.2.1.1 The submission subject line shall state the RFA Title and PHPA number and either Project Narrative or Budget Narrative.

4.2.1.2 Two Part Submission:

- A. Project Narrative (See Section 4.3)
- B. Budget Narrative (See Section 4.4)

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

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Project Narrative

Note: No pricing information is to be included in the Project Narrative (Volume I). Pricing information is to be included only in the Budget Justification/Narrative (Volume II).

4.3.1 The Project Narrative shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Applicant;

- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Applicant's eMMA number;
- Applicant's MBE certification number (if applicable);
- Applicant's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

4.3.1.2 Scope of Work/Work Plan shall include the Scope of Work, including the Work Plan (as described in Section 3.2).

4.3.1.3 Mandatory Requirements Documentation

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

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

4.3.1.5 Signed W-9 with Contact Person Names and Phone Number

4.3.1.6 SDAT Status- Maryland State Department of Assessments & Taxation (SDAT). Visit <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx> for additional information.

- The applicant shall take the necessary steps to ensure good standing with the Maryland State Department of Assessments & Taxation.
- The applicant must be in good standing at the time the award is made.

4.4 Volume II – Budget Narrative

4.4.1 Under a separate folder from the Project Narrative and clearly identified in the format identified in Section 4.2 “Applications,” the Applicant shall submit a copy of the Budget Narrative. The Budget Narrative shall contain all price information in the format specified in **Exhibit C**. The Applicant shall complete the Budget Narrative Form only as provided in the Budget Narrative Form.

4.4.2 The Applicant shall attach to the Budget Form **Exhibit B** document that details the total cost of the proposed activities. The budget categories may include: Personnel (salary and fringe), Consultants; Travel; Contractual; Supplies; Operating Costs; and Other project-related costs.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

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

5.2 Project Narrative Evaluation Criteria

The criteria to be used to evaluate each Project Narrative within the Scope of Work: Requirements are listed below in descending order of importance.

5.2.1 General Requirements as described in section 3.2.1

5.2.2 Program Planning as described in section 3.2.2

5.2.3 Program Implementation Requirements as described in section 3.2.3

5.2.4 Staffing as described in section 3.2.4

5.2.5 Reporting as described in section 3.2.5

5.3 Budget Narrative Evaluation Criteria

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

5.4 Selection Procedures

5.4.1 General

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

If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.4.2 Award Determination

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

RFA ATTACHMENTS

EXHIBIT A – Budget Form

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

EXHIBIT B- Budget Narrative

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

EXHIBIT C- Standard Grant Agreement “Sample”

This is the sample grant agreement used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted an Application submission time.** Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer one (1) executed copies of the Standard Grant Agreement within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee.**APPENDIX A & B**

EXHIBIT D – RFA Document Checklist

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

ATTACHMENT A- Conditions of Award

ATTACHMENT B- Federal Funds

ATTACHMENT E - Certification Regarding Lobby

ATTACHMENT F- Additional Information required for Prevention and Health Promotion Administration Grants

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EXHIBIT A – BUDGET FORM

BUDGET FORM

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

Submitted By:

Authorized Signature: _____ Date:

Printed Name and Title:

Company Name:

Company Address:

Location(s) from which services will be performed (City/State):

FEIN: _____

eMMA #: _____

Telephone: (_____) _____ -- _____

Fax: (_____) _____ -- _____

E-mail: _____

Budget Summary

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

IDC % CAP

EXHIBIT B – BUDGET NARRATIVE

BUDGET NARRATIVE TEMPLATE

(Please submit a separate Narrative for each Budget Period)

Sample Line-Item Justification

Personnel (Preventionist): \$15,600

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

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

EXHIBIT C – Standard Grant Agreement “Sample” (Replace with RFA template revision)

**ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT**

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

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

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

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

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

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

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

- A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee’s application for the Grant or this Agreement, or the performance of this Agreement, or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5 and as otherwise set forth under Maryland law..

- C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and
- D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.
- E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.
7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.
8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.
9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.
10. This Agreement shall bind the respective successors and assigns of the parties.
11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.
12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.
13. The following items are incorporated by referenced and made a part of this Agreement. Appendix A & B.
Attachment A, B, C, D, E.&F.
14. The Grantor can terminate this agreement, in whole or in part, for convenience, without a breach or default of the Grantee, with thirty days notice to the Grantee.
15. Grantee agrees to indemnify, defend and hold harmless the State of Maryland from any claims, demands, losses, or suits arising from or out of their performance of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

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

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health
(Name of Corporation or Association)

By: _____

By: _____

SEAL

SEAL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

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

The Grantee's Grant Monitor is:

<enter name, title, office, grantee
phone number and email >

I. BACKGROUND INFORMATION OF AGREEMENT

<Enter background information of the agreement>

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

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

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APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - <Date of Project>

<Enter Budget>

II. DUTIES OF THE DEPARTMENT

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

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

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment. Visit <https://health.maryland.gov/oig/Pages/DHMH%20OIG.aspx> for more information.
- Completion of the Standard Grant Agreement Checklist.
- Determination of Good Standing with the Maryland State Department of Assessments & Taxation (SDAT). Visit <https://sdatt.dat.maryland.gov/RealProperty/Pages/default.aspx> for additional information.
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland. Visit <https://bpw.maryland.gov/pages/debarments.aspx> for additional information.
- Determination regarding No Conflicts of Interest.
- Review of Single Audits

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SECTION IV. INCORPORATION BY REFERENCE

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

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

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CONDITIONS OF AWARD

Maryland Department of Health (MDH)

<Enter Department Here>

<Enter Federal Awarding Agency Here>

<Enter Name of Federal Award and Grant Number Here>

Period of Performance: <Enter from and To Dates Here>

Important Dates:

<Enter Date Here>: Quarterly progress report
<Enter Date Here>: All funds obligated
<Enter Date Here>: All funds must be spent
<Enter Date Here>: Final progress and fiscal report due to MDH

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

Program Requirements:

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

Fiscal Requirements:

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;
 - d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;

- f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
 3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

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

Site Visits and Surveys:

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

Equipment Inventory Requirements:

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

Risk Assessment:

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

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ATTACHMENT B. FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Contract Monitor.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and

maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

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

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

Programs may direct to enforce such provisions, including action for non-compliance.

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

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

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.
- J) National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or

critical technology as part of any system. Section 889 of the NDAA defines “covered telecommunications or services” to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). “Covered telecommunications equipment or services” also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

G-1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

G-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/Offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Amount of Payment <i>(check all that apply)</i> \$ _____ ☐ actual ☐ planned	13. Type of Payment <i>(check all that apply)</i> ☐ a. retainer ☐ b. one-time ☐ c. commission	

12. Form of Payment <i>(check all that apply)</i> ☐ a. cash ☐ b. in-kind, specify: nature _____ value: -		☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: ___ Print Name: ___ Title: ___ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in

which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10
- (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for 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 sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Signature of Authorized Certifying Individual

Certification Regarding Lobbying

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

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

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

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

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

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be

made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Includes all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Complete this form to disclose lobbying activities pursuant to 31 U.S. C 1352 (See reverse for public burden disclosure.)

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Continuation Sheet

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction Standard Form-LLL-A

**ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH
PROMOTION ADMINISTRATION GRANTS**

1. The grant period or term is:

_____ (insert start and end dates) _____

2. There (_____ are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Attachment A.

3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.
6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.
7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.
8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.
9. Federal Funding Acknowledgement (if applicable)

- a. This grant (_____ does/_____) does not contain federal funds.
 - b. The total amount of federal funds allocated for the _____ is
\$ _____ in Maryland State fiscal year _____. This represents
_____ % of all funds budgeted for the unit in that fiscal year. This does not
necessarily represent the amount of funding available.
 - c. If contained, the source of these federal funds is:
_____.
 - d. The CFDA number is _____. The conditions that apply to all
federal funds awarded by the Prevention and Health Promotion Administration are
contained in Appendix B. Any additional conditions that apply to this federally funded
grant are contained in Attachment A.
10. This grant (____ does/____) does not contract with sub providers on a cost
reimbursement basis.

EXHIBIT D – RFA Document Checklist

Project Narrative Checklist:

- ☐ Transmittal Letter
- ☐ Project Narrative including Scope of Work (*See Section 3.2 Scope of Work – Requirements*)
- ☐ Work Plan

Budget Narrative Checklist:

- ☐ Budget Form (*See Exhibit A – Budget Form*)
- ☐ Budget Narrative (*See Exhibit B – Budget Narrative*)