

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF ALABAMA DEPARTMENT OF FINANCE
AND
FORGE BREAST CANCER SURVIVOR CENTER
FOR THE DISTRIBUTION OF CORONAVIRUS STATE FISCAL RECOVERY FUNDS**

This Memorandum of Agreement (the “Agreement”) is made by and between the State of Alabama Department of Finance, at 600 Dexter Avenue, Montgomery, Alabama 36130 (hereinafter referred to as “DOF”), and the Forge Breast Cancer Survivor Center, an Alabama nonprofit corporation (qualified as a public charity under section 501(c)(3), Section 509(a), and Section 170(c) of the Internal Revenue Code of 1986, as amended), at 1321 19th Street South, Birmingham, AL 35205, (hereinafter referred to as the “FBCSC”). DOF and FBCSC may be referred to herein individually as a “party” and collectively as the “parties.” This Agreement becomes effective on the approval of the parties and the Governor of the State of Alabama.

I. PURPOSE

The federal American Rescue Plan Act of 2021, Public Law No. 117-2, 135 Stat. 4. (“ARPA”) was signed into law on March 11, 2021. ARPA amended the federal Social Security Act to add Section 602 to the Social Security Act, and by doing so, created the Coronavirus State Fiscal Recovery Fund (hereinafter referred to as “the State Recovery Fund”). ARPA appropriated funds from the State Recovery Fund to the State of Alabama and other states to support their response to the impact of COVID-19 on their communities, residents, and businesses; and to aid in efforts to contain COVID-19. Under Section 602 of the Social Security Act, the State Recovery Fund funds may be used to cover costs obligated on or before December 31, 2024 and incurred by the State on or before December 31, 2026, for four broad purposes:

- A. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits; or for aid to impacted industries;
- B. To respond to workers performing essential work during the COVID-19 public health emergency, by providing premium pay to eligible workers who are performing essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- C. For the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- D. To make necessary investments in water, sewer, or broadband infrastructure.

The Secretary of the Treasury promulgated initial regulations for purposes of implementing the State Recovery Fund, published in the May 17, 2021, Federal Register, at 86 Fed. Reg. 26786 (the “Interim Final Rule”). The Interim Final Rule clarifies that the State Recovery Fund is intended to build upon and expand the support provided to states and other

governments over the last year, including through the Coronavirus Relief Fund (“CRF”). The Interim Final Rule further provides a non-exclusive list of examples of costs that qualify for payment from the State Recovery Fund funds under one of the four broad categories specified in Section 602 of the Social Security Act, as specified above. In response to public comments to the Interim Final Rule, the Secretary of the Treasury promulgated final regulations in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338 (the “Final Rule”), which took effect on April 1, 2022. For purposes of this Agreement, funds provided by DOF to FBCSC must be used consistent with the requirements of the Final Rule.

The State of Alabama was allocated \$2,120,279,417 from the federal State Recovery Fund. Alabama Act No. 2022-1 (the “Act”) appropriates up to \$36,796,346 of such funds to DOF to be used to support the delivery of health care and related services to citizens of Alabama related to the coronavirus pandemic, including through assisted living facilities (hereinafter referred to as the “Funds”). The Act further provides that such funds may be delegated through memoranda of agreement with the Alabama Department of Public Health, the Alabama Department of Mental Health, Alabama Department of Rehabilitation Services, or any other state entity of competent jurisdiction, health care association or health care provider.

The DOF desires to allocate up to \$1,500,000 in Funds to FBCSC to assist with responding to the high demand for care in their existing area of operations in Central Alabama and allow the expansion into other areas of need throughout Alabama in ensuring Alabamians the care and support they need while undergoing treatment and in providing for their care post-treatment. The Funds will assist FBCSC in carrying out their operations in providing much-needed and cost-effective care for Alabamians while responding to and mitigating the COVID-19 pandemic and public health emergency in Alabama and the economic impacts thereof.

Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that FBCSC is a “Subrecipient” as that term is defined in Code of Federal Regulations, Title 2, § 200.1. As such, FBCSC is responsible for complying with all federal requirements for Subrecipients, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.

The proposed utilization of the Funds has been presented to DOF by FBCSC, and DOF has concluded that the proposed utilization of the Funds is necessary to ensure an adequate response to and mitigation of the COVID-19 pandemic and public health emergency in Alabama and the economic impacts thereof. Further, DOF concludes that funding this project using the Funds is an appropriate use of thereof under both federal and state law. DOF fully supports FBCSC in its effort to support and protect the citizens of Alabama.

II. PARTIES’ RESPONSIBILITY

A. FBCSC agrees to the following:

1. To use the Funds to carry out FBCSC operations and services to breast cancer survivors in accordance with the terms of this Agreement;

2. To comply with all federal requirements applicable to Subrecipients, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements;
3. To provide to the State Finance Director's Office by October 15, 2022, and monthly thereafter on the 15th of every month, a report detailing how the funds are being utilized and details of expenditures made since the preceding report, and further provide interim reports as the State Finance Director's Office may determine necessary;
4. To use the funds provided by DOF under this Agreement in accordance with Section 602 of the Social Security Act, the Final Rule and other federal and state law, and for the purposes set forth in this Agreement, and for no other purpose; and
5. To return any funds provided by DOF under this Agreement that remain unspent as of December 31, 2026.

B. DOF agrees to the following:

1. To provide, within fourteen (14) days of the effective date of this Agreement, \$1,500,000 to FBCSC from the State's Funds appropriated pursuant to Alabama Act 2022-1 for the purposes described in this Agreement and for no other purpose; and
2. To make all reports to the federal government required by ARPA.

III. OUTSIDE CONSULTANTS

FBCSC may employ outside accounting, legal, or other consultants to assist with the administration of these funds; however, such accounting, legal, or other consultants must be reasonable in amount and comply with audit requirements for use of funds under the Act.

IV. TERMINATION OF AGREEMENT

Except as set forth in this section, this Agreement may be terminated only in a writing signed by each party or representative of each party. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the funds, that the funds provided hereunder have been used in a manner inconsistent with federal or state law, DOF may terminate this Agreement immediately upon written notice to FBCSC.

V. MISCELLANEOUS PROVISIONS

A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

B. By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. A contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

D. In order to comply with federal notice requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to FBCSC: this sub-award is provided to FBCSC through a grant to the State of Alabama in the amount of \$2,120,279,417 from the United States Treasury via Section 602 of the Social Security Act, as added by Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund. This subaward is provided in accordance with the requirements set forth in ARPA and other applicable federal and state law and policy, and FBCSC affirms that all information it has provided to DOF relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of the funds will be evaluated in accordance with Code of Federal Regulations, Title 2, § 200.331-333 for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. Further, each subrecipient’s activities will be monitored as necessary to ensure that the subaward is used for authorized purposes, in compliance with law, and that subaward performance goals are achieved. Other monitoring tools may be implemented on the level of risk imposed by the subrecipient.

E. Code of Federal Regulations, Title 2, § 200.332(f) requires DOF to verify that each subrecipient that is expected to expend \$750,000 or more in Federal awards during a fiscal year have a single or program-specific audit conducted for that year in accordance with the provisions of Code of Federal Regulations, Title 2, § 200.501. The parties acknowledge that DOF has provided notice to FBCSC of the audit requirements applicable to the award made by this Agreement and FBCSC agrees to comply therewith.

F. The recipient, subrecipient, grantee, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited

English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

VI. AMENDMENTS

This Agreement may only be amended by a writing signed by each party of representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials duly authorized to execute such agreements.

**State of Alabama
Department of Finance**

**Forge Breast Cancer
Survivor Center**



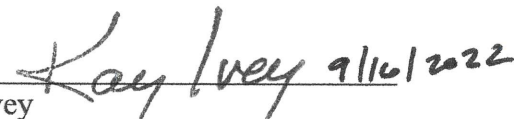
Bill Poole
Director of Finance

9/16/22



Lauren Roberts
Executive Director

APPROVED:



Kay Ivey
Governor of Alabama

September 9, 2022

Mrs. Susan Wilhelm
Deputy Finance Director
State of Alabama Finance Department
660 Dexter Avenue
State Capitol N-105
Montgomery, AL 36130

Dear Susan:

Thank you for the opportunity to submit this revised proposal for the generous ARPA funding grant Forge Survivorship Center is to receive from the State of Alabama.

About Forge

Forge Breast Cancer Survivor Center's mission is to support, empower, and improve outcomes and quality of life for Alabama breast cancer patients, survivors, and their loved ones from the day of diagnosis through the rest of life. We were launched in 2016 as a unique, collaborative pilot project of the Women's Breast Health Fund at the Community Foundation of Greater Birmingham and the four major healthcare systems in Central Alabama: Ascension St. Vincent's, UAB, Brookwood Baptist, and Grandview. In fact, this was the first, exemplary collaboration of these healthcare systems prior to Covid, which helped pave the way for collaboration during the pandemic.

In 2020, Forge was incorporated as a 501(c)(3) non-profit as Forge Survivorship Center. However, our partnership with our founders continues; each healthcare system and the Community Foundation has a member of its C-Suite sit on our Leadership Team to support and guide our work.

Doing business as Forge Breast Cancer Survivor Center, Forge provides a wide array of services to the 1 in 8 Alabama women and 1 in 100 Alabama men diagnosed with breast cancer, including pairing clients with mentors who had their same diagnosis to listen and accompany them to appointments, gas cards and Lyft rides to get to medical appointments (including surgery, chemotherapy and radiation), grocery cards to help with nutrition and finances, free mental health counseling, health and wellness classes, support groups, and a community of survivors to Forge a new future beyond breast cancer.

Forge became even more important in the summer of 2020 with the closing of Susan G. Komen in Alabama, which caused our geographic footprint to grow dramatically during the pandemic, from 5 counties in Central Alabama to the entire state. In fact, Forge is now the sole organization providing these wrap-around supports and resources that the approximate 325,000 Alabamians who will be diagnosed with breast cancer desperately need. While there are numerous organizations advocating for breast cancer research and detection, we are the only statewide organization providing crucial support for those living with this disease.

Although Forge supports breast cancer patients and survivors in many ways, one of the most crucial services we provide is financial assistance in the form of gas cards, Lyft rides, and grocery cards - with the ultimate hope of expanding our assistance to include help with rent, mortgage, utilities, childcare, and more.

We know that treatment compliance improves medical outcomes, however there are many financial barriers that prevent breast cancer patients from getting the crucial treatments they need. For example, some patients are forced to make treatment decisions based on the related expenses, such as time missed from work, transportation, gas, parking fees, etc., rather than which treatment is best for their stage and type of cancer. Research shows cancer patients experience significant financial hardship following a diagnosis, including tremendous out-of-pocket medical debts and lost wages. In fact, cancer patients are 2.7 times more likely to file for bankruptcy than people without cancer and the risks of financial hardship are higher among the working-age population than the elderly. (Banegas, et. al. *Health Affairs*, 2015). This means that even though someone may have health insurance, employment, and savings, a breast cancer diagnosis can and often does result in financial ruin. Fortunately, when someone is diagnosed in Alabama, Forge is here to help reduce the toxic financial burden.

Covid Effect

Forge was significantly affected by the Covid-19 pandemic. According to ProPublica, mammograms plummeted by as much as 94% during the pandemic and breast cancer diagnoses decreased by 60% -- not because it went away, but because it went undetected. Reduced access to healthcare facilities because of pandemic-related closures and staffing issues, as well as reluctance to attend medical appointments because of fear of exposure to Covid, negatively impacted cancer prevention, diagnosis, and treatment. Now that Covid restrictions have been lifted and people are beginning to feel safer going to their doctor's offices, Forge's new client numbers are increasing. Specifically, by the end of 2021, we doubled our numbers for the year, and in the first quarter of 2022 alone we have increased our new client numbers by 600% versus last year. Unfortunately, many of our new clients are being diagnosed at a higher stage, including Stage IV, than they would have been had they undergone screening in the previous two years.

Add in the current economic downturn and the price of gas, and Forge's resources and supports are in tremendous demand. For example, we increased the transportation support we have provided to get our clients to their radiation, chemotherapy, and other medical appointments (gas cards and Lyft rides) by 700% in the first three months of 2022 as compared to the same period last year. Similarly, we have increased the nutrition support (grocery cards) by 194% our mental health counseling services by 83% the first quarter of 2022 alone.

But that's not the only way Covid-19 affected Forge. Originally designed to be an organization serving the 5-county area surrounding Birmingham, going virtual with our programming and the

closing of Susan G. Komen in Alabama led us to expand our geographic footprint across the entire state. We have now directly impacted over 3,100 breast cancer patients and survivors in 29 counties since the pandemic began and are working to open a second location in Mobile to provide much-needed boots on the ground support for those living in South Alabama. Quite frankly, growth of this magnitude was never part of Forge's strategic plan, but when someone calls from Brewton and needs a ride to their daily radiation, we find a way to say yes.

3 Year Funding Plan

Year 1

Client Growth and Geographic Expansion

As discussed above, Forge has seen a tremendous increase in financial and support requests in the past year. In the first quarter of 2022 alone, we have seen a 600% increase in new clients, a 700% increase in requests for transportation to medical appointments, a 194% increase in requests for nutritional support, and an 83% increase in requests for mental health counseling. At this rate, we anticipate at least tripling our expenses for the year. Funding from the state for our Central Alabama office, which currently supports the entire state, is vital to support this growth.

Moreover, our geographic footprint organically expanded by 480%, from 5 counties to 29 counties across the state of Alabama, and there's much more growth ahead and we plan to serve every one of Alabama's 67 counties.

Additionally, Forge has been approached by Infirmity Health, the largest nongovernmental, not-for-profit healthcare system in Alabama, serving 11 counties and over 600,000 residents in the Gulf Coast, to provide support to breast cancer patients and survivors in South Alabama. They have requested to join our healthcare Leadership Team and offered to provide free office space in Mobile for the first two years. Initially, Forge will seek relationships with the other healthcare systems in Mobile, Baldwin, and surrounding areas (University of South Alabama, Providence, and Springhill Medical Center), while operating remotely from Birmingham. However, during the first year, we will need to contract with someone in South Alabama who has worked as an oncology nurse or navigator to work one-on-one with clients and create survivorship plans to meet their specific needs. We will also need to retain a marketing firm in South Alabama to create and launch a tv and radio awareness campaign about Forge and the many services we provide to those who have been diagnosed with breast cancer. Finally, we will need to retain an accounting firm to conduct a single audit.

Year 2

Programmatic Growth, Creating a Hardship Fund, and Expansion into the Black Belt

We anticipate continued growth across the state, including North and Central Alabama as awareness of Forge and the services we provide spreads. Our goal in the second year would be to launch a Client Hardship Fund, which would allow us to provide grants to assist with rent, mortgage, utilities, childcare, etc. Currently, Forge provides gas cards and Lyft rides, but the

needs of our clients are much greater and the financial effect of a cancer diagnosis devastating. We are in the process of creating a decision tree, which would allow us to evaluate applicants and then pay their bills online to ensure the funds are used appropriately. In the second year we also hope to expand our Central Alabama reach to include DCH in Tuscaloosa.

In the second year of working in South Alabama, Forge would expand the local programs we offer there, including creating in-person support groups, educational trainings regarding health and nutrition, and events to provide clients with an opportunity to create a community of support in the region. In this second year, we will contract with a social worker to facilitate local support groups and pair clients with local survivors to walk alongside them on their journey. We will also retain local contractors to teach lifestyle and wellness courses such as pilates, yoga, journaling, etc.

Year 3

Governance Determination and Expanding Programs

In year three, Forge would begin working to bridge the gap between our North/Central office and our South Alabama office, branching into the Black Belt region. We would identify healthcare systems in the counties between Mobile and Tuscaloosa to provide support and resources in this more rural region of the state that struggles with access to quality healthcare.

At that point we would also evaluate whether the South Alabama office should remain a branch office of the current Forge organization or should roll off to become its own 501(c)(3) for the region. Either way, we will then begin exploring replication in other parts of the state, such as Huntsville/Madison.

Budget

A revised budget for Forge across Alabama through December of 2026 is attached.

Again, thank you for this tremendous grant to improve the lives of Alabama breast cancer patients and survivors. If you should have any questions or need any additional documentation, please do not hesitate to contact me.

Sincerely,



Lauren Roberts
Executive Director

FORGE BREAST CANCER SURVIVOR CENTER 2022-2026 BUDGET

2022-2026 Revised Budget		
Program Costs		
	Director	
	Program & Data Coordinator	
	Volunteer & Support Coordinator	
	Client Services Coordinator	
	Community Outreach Coordinator	
	Hispanic Community Outreach & Services	
	Hospitality & Logistics Coordinator	
	Benefits and IRA	
	Payroll Taxes and Fees	
	Contracted services	\$155,000
	Client Assistance Fund (gas cards, Lyft, grocery)	\$250,000
	Hardship Fund (rent, utilities, childcare, etc.)	\$200,000
	Support Groups (Young, Metastatic, Hispanic, general)	\$80,000
	Volunteer Training	
	Mental Health Counseling	\$50,000
	Lifestyle Classes/Programs	
	Physician & Clinician Engagement (care bags, rack cards, info for waiting rooms, etc.)	\$50,000
	Staff Continued Education	
	Community Outreach/awareness campaigns	\$250,000
	Educational events/booths	\$30,000
	Databases for clients, volunteers, etc.	
	Meetings	
	Travel/Mileage/Hotels	\$40,000
	Program Supplies	
	Office Equipment	
	Postage, Printing, Supplies	
	Telephones	
	Computers/Software	
	Website hosting, maintenance, SEO	\$50,000
	Social media, online support groups	
	Rent and Utilities for Forge Homes	\$300,000
	Furniture	
Administrative Costs		
	Non-Programmatic Contracted Services	
	IT Support	
	Accounting, Audit, 990	\$45,000
	Audit and 990	
	Dues, Fees, Permits	
	Donor Processing Fees	
	Development/Fundraising/Special Events	
	Insurance/Legal Costs	
	Total	\$1,500,000