

19829

JAN 31 2014



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

Received

FEB 05 ENT'D

DOA Contracts

1. EDS Number: A70-4-106082		2. Date prepared: 12/3/2013	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: 61910-94000.573100		5. Account Name: ISDH DHHS Fund	
6. Total amount this action: \$95,424.00		7. New contract total: 95,424.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2014 \$85,424.00			
Year \$			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 1/1/2014		12. To (month, day, year): 12/31/2014	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Code): 410 IAC 1-2.3			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This grant will provide directly observed therapy services and directly observed preventive therapy for high-risk contacts, augmenting the tuberculosis services available in Marion County.			
38. Justification of vendor selection and determination of price reasonableness: TB funds from the Centers for Disease Control and Prevention are being awarded to the growing complexity of TB case management and the need to provide additional surveillance and containment activities. The vendor is centrally located in the city being served.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval <i>Erin Miller</i>		41. Date Approved 1/29/14	
44. Attorney General's Office approval <i>amw</i>		45. Date Approved 2/19/14	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 2/1/14	
46. Agency representative receiving from AG <i>[Signature]</i>		47. Date Approved	

## AGENCY INFORMATION

14. Name of agency:  
Department of Health15. Requisition Number:  
000002434116. Address: 2 N. Meridian Street  
Indianapolis, IN 46204

## AGENCY CONTACT INFORMATION

17. Name:  
Sarah Burkholder18. Telephone #:  
317/233-754519. E-mail address:  
sburkholder@isdh.in.gov

## COURIER INFORMATION

20. Name:  
Jennifer Myers21. Telephone #:  
317-233-785322. E-mail address:  
jmyers1@isdh.in.gov

## VENDOR INFORMATION

23. Vendor ID # 0000003310

24. Name:  
HEALTH & HOSPITAL CORP OF MARION COUNTY25. Telephone #:  
317-221-211026. Address:  
HEALTH & HOSPITAL CORP OF  
MARION COUNTY  
3838 N RURAL ST  
INDIANAPOLIS, IN 46205

27. E-mail address: mgurwein@hhcorp.org

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No29. Primary Vendor: M/WBE/IN-Vetera  
Minority: ☐ Yes ☒ No  
Women: ☐ Yes ☒ No  
IN-Veteran: ☐ Yes ☒ No30. Primary Vendor Percentages  
100.0 %31. Sub Vendor: M/WBE/IN-Vetera  
Minority: ☐ Yes ☒ No  
Women: ☐ Yes ☒ No  
IN-Veteran: ☐ Yes ☒ No32. If yes, list the %:  
Minority: %  
Women: %  
IN-Veteran: %33. Is there Renewal Language  
in ☒ Yes ☐ No34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

RECEIVED

FEB 10 2014

OAG-ADVISORY

# REQUISITION

**Ship To:** State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS IN 46204

**Bill to:** State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS IN 46204

<b>Requisition No.</b> 0000024341	<b>Date</b> 01/15/2014	<b>Required Date</b>	<b>Page</b> 1 of 1
<b>Fund/Account:</b> 61910 / 573100		<b>Dept Number:</b> 195106	
<b>Project Number:</b> 40093116TBEL014		<b>Requisition Number:</b> 0000024341	
<b>Requestor:</b> GALLEN Allen, Gary-400		<b>Agency Number:</b> 00400 Department of Health	
<b>Facility:</b>			

## MUST COMPLETE FOR ICPR

☐ Print REQ  
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TB funds from the Centers for Disease Control and Prevention are being awarded to the growing complexity of TB case management and the need to provide additional surveillance and containment activities. The vendor is centrally located in the city being served. Grant EDS# A70-4-106092, 1/1/14-12/31/14	1.0000	LO	95,424.0000	95,424.00

**Vendor:** 0000003310 HEALTH & HOSPITAL CORP OF MARION COUNTY

<< PLEASE SEE ATTACHED CONTRACT  
CONTRACT DATE 1/1/14-12/31/14  
CONTRACT AMOUNT \$95,424.00 >>

The following UN/CEFACT Unit of Measure  
Common Codes are used in this document:  
LO Lot

**Requisition Total \$ 95,424.00**

Requestor Signature	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	Printed Name of Agency Head or Authorized Employee	Authorized Signature

**GRANT AGREEMENT  
EDS # A70-4-106092 (TB)**

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana State Department of Health (the "State") and The Health and Hospital Corporation of Marion County (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows: JK

**1. Purpose of this Grant Agreement; Grant Funds.**

The purpose of this Grant Agreement is to enable the State to award a grant of \$95,424 to the Grantee for eligible costs of the services or project (the "Project") described in Attachments A, B and C of this Grant Agreement, which are incorporated fully by reference. The Project to provide directly observed therapy (DOT) services and directly observed preventive therapy (DOPT) for high-risk tuberculosis contacts, augmenting the TB services available in Allen County is described fully in Attachment A. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with 410 IAC 1-2.3 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

**2. Representations and Warranties of the Grantee.**

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- C. The undersigned also certifies that it and its principals:
  - 1. have not within a three year-period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 2. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
  - 3. have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

**3. Implementation of and Reporting on the Project.**

- A. The Grantee shall implement and complete the Project in accordance with **Attachment A**.<sup>766</sup> Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.
- C. The failure to provide progress reports as requested by the State is considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all Grant Agreement payments, and/or suspension of the Grantee's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in **Attachment A** of this Grant Agreement.

**4. Term.**

This Grant Agreement shall commence on **January 1, 2014** (the "Commencement Date") and shall remain in effect through **December 31, 2014** (the "Expiration Date"). Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant Agreement. In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

**5. Grant Funding.**

- A. The State shall fund this grant in the amount of **\$95,424**. The approved Project Budget is set forth as **Attachment A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.

- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 20 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachments A, B or C**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

#### **7. Project Monitoring by the State.**

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A** and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

#### **8. Audits and Maintenance of Records.**

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during

the term of this Grant Agreement and for a period of three (3) years after final payment, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested by the State, annually and following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

- C. The Grantee must provide a copy of its Audit Report to:

Indiana State Department of Health  
2 North Meridian Street, Audit Section 2C-99  
Indianapolis, IN 46204

- D. The Grantee must use internal controls that assure: 1) the reliability of financial information and records; 2) effectiveness and efficiency of operations; 3) proper execution of management's objectives; and 4) compliance with laws and regulations. Sufficient internal controls include but are not limited to segregation of duties and safeguarding controls over cash, other assets, and information processing.
- E. Upon written demand by the State, the Grantee will repay the State all money paid during any period of time when an audit showed inadequate fiscal documentation.
- F. If the State finds an audit exception, it may set off the amount against current or future allowable invoices, demand a cash payback, withhold payment of current invoices, or avail itself of any combination of the above remedies.

**9. Compliance with Laws.**

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant

Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
  - (1) The Grantee and any principals of the Grantee certify that:
    - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC §24-5-12 [Telephone Solicitations]; or
      - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

**10. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and



- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**11. Employment Eligibility Verification.**

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**12. Funding Cancellation.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**13. Governing Law.**

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**14. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**15. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment

Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

**16. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

**A. Notices to the State shall be sent to:**

Indiana State Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204

**B. Notices to the Grantee shall be sent to:**

The Health and Hospital Corporation of Marion County  
ATTN: Matthew Gutwein  
President/Executive Director  
ATTN: Carol McCarroll  
3838 North Rural Street  
Indianapolis, IN 46205

**C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.**

**17. Order of Precedence.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) attachments prepared by the State, and (4) attachments prepared by Grantee.

**18. Termination for Breach.**

**A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State**

to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**19. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**20. Federal and State Third-Party Contract Provisions.**

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as **Attachment D** and incorporated fully herein.

**21. Amendments.**

No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

**22. Authority to Bind.**

The signatory for the Grantee represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the Grantee when his/her signature is affixed, and accepted by the State.

**23. Confidentiality Of State Information.**

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by the Grantee for the State under this Grant Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to

10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by the Grantee, the Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant Agreement.

#### **24. Disputes.**

- A. Should any disputes arise with respect to this Grant, the Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Grant that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs.
- C. If a party to the Grant is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Grantee and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant will not be cause for the Grantee to terminate this Grant, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

## **25. HIPAA Compliance.**

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State. The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

## **26. Indemnification.**

The Grantee agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subgrantees, if any, in the performance of this Grant Agreement. The State shall not provide such indemnification to the Grantee.

## **27. Independent Contractor.**

Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subgrantees of the other party.

The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

## **28. Licensing Standards.**

The Grantee, its employees and subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant Agreement. The State will not pay the Grantee for any services performed when the Grantee, its employees or subgrantees are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken

against an applicable license, certification or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

**29. Ownership of Documents and Materials.**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to Grant Agreement performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

**30. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**31. Remedies Not Impaired.**

No delay or omission of either party in exercising any right or remedy available under this Grant Agreement shall impair any such right or remedy, or constitute a waiver of any default, or any acquiescence thereto.

**32. Severability.**

The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.

**33. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

**34. Travel.**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular provided by the Indiana State Budget Agency. The Financial Management Circulars are currently available at

[www.in.gov/sba/2512.htm](http://www.in.gov/sba/2512.htm); the State will provide a copy of the current Financial Management Circular upon request. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Financial Management Circular guidelines.

**35. Waiver of Rights.**

No right conferred on either party under this Grant Agreement shall be deemed waived, and no breach of this Grant Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Grant Agreement shall be construed to operate as a waiver of any rights under this Grant Agreement or of any cause of action arising out of the performance of this Grant Agreement, and the Grantee shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Grantee's negligent performance of any of the services furnished under this Grant Agreement.

**36. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2013 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Audits and Maintenance of Records  
Authority to Bind  
Confidentiality of State Information  
Disputes  
HIPAA Compliance  
Implementation of and Reporting on the Project  
Indemnification  
Independent Contractor  
Licensing Standards  
Order of Precedence  
Ownership of Documents and Materials  
Payment of Claims  
Penalties/Interest/Attorney's Fees  
Project Monitoring by the State  
Remedies Not Impaired  
Representations and Warranties of the Grantee  
Severability  
Taxes  
Travel  
Waiver of Rights

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below hereby agree to the terms thereof.

Accepted By:

Matthew Gutwein  
MATTHEW GUTWEIN  
PRESIDENT/EXECUTIVE DIRECTOR  
THE HEALTH AND HOSPITAL CORPORATION OF  
MARION COUNTY

DATE: 1-21-14

Recommended and Approved By:

William C. Vanness II (for)  
WILLIAM C. VANNESS II, MD  
STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 1/29/14

Approved:

N/A (for)  
PAUL BALTZELL  
CHIEF INFORMATION OFFICER  
INDIANA OFFICE OF TECHNOLOGY

DATE: \_\_\_\_\_

Approved:

Brian E. Bailey (for)  
BRIAN E. BAILEY  
DIRECTOR  
STATE BUDGET AGENCY

DATE: 2/2/14

Accepted By:

Virginia A. Carine MD  
VIRGINIA CARNE, M.D.  
HEALTH OFFICER  
MARION COUNTY HEALTH DEPARTMENT

DATE: 1/17/2014

Approved By:

N/A  
CHRIS MICKENS  
CHIEF INFORMATION OFFICER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: \_\_\_\_\_

Approved:

Jessica Robertson (for)  
JESSICA ROBERTSON  
COMMISSIONER  
INDIANA DEPARTMENT OF ADMINISTRATION

DATE: 2.05.14

Approved as to Form and Legality:

Gregory F. Zoeller (for)  
GREGORY F. ZOELLER  
ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL

DATE: 2/19/14



**Attachment A**  
**A70-4-106092**  
**Marion County Public Health Department**

**PURPOSE OF GRANT AGREEMENT:**

To provide directly observed therapy (DOT) services and directly observed preventive therapy (DOPT) for high-risk contacts, augmenting the TB services available in Marion County beginning January 1, 2014 and ending December 31, 2014. Seventy-five (75) percent of this grant will be included in this contract with the remaining percentage (minus any rescissions due to CDC funding cuts to the 2014 TB Cooperative Agreement) will become available by amendment in or after September 2014.

**SERVICE RECIPIENTS:**

Individuals living in Marion County.

**CONSIDERATION FOR DELIVERABLES AND SCHEDULE OF PAYMENT:**

<b>REQUIRED ACTIVITIES</b>	<b>MEASURABLE CRITERIA</b>	<b>ANNUAL RATE FY 2013</b>	<b>75% of Annual Budget</b>
Three Community Health Workers (CHWs) will be responsible for delivering and observing the ingestion of medications, observing, and collecting sputum samples, assisting with contact investigation, educating clients, and arranging for transport as needed to medical appointments related to TB care. TB Community Health Workers may assist local health department TB case management activities.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.	91,380.00	68,535.00
The CHWs interact with and perform Directly Observed Therapy/Directly Observed Preventive Therapy (DOT/DOPT) with TB patients to promote adherence to medical regimens, thus assuring continuity and completion of therapy.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		

Programs and seminars attended by the CHWs will have a TB/HIV element. HIV counseling and testing will be offered to clients followed through this project.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		
Activities shall supplement, not supplant the local TB activities necessary for case management, control and prevention of TB in the designated area.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		
Each CHW will submit <i>The Tuberculosis Outreach Quarterly Report</i> (See ATTACHMENT B) to the MCHD TB Program Coordinator and the local supervisor who will sign and address any barriers or problems encountered. A copy of the Report should be sent to the State TB Control Program.	All reports are due by the 10 <sup>th</sup> of the month following the end of each quarter. April 10, 2014 July 10, 2014 October 10, 2014 December 31, 2014		
The TB outreach services provided through this Grant Agreement shall be in accordance with Tuberculosis Program Objectives established by the Indiana State Department of Health (See ATTACHMENT C).	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		

There will be one Outreach Worker meeting for the CHWs and one Regional meeting during the Grant Agreement Period. Attendance is required.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		
TB Control Program will participate in monthly case/cohort reviews (when requested) via teleconference or in-person	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols		
Each CHW must complete, or show proof of having completed, an approved course in <i>HIV Prevention Counseling</i> .	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		
Each CHW should be available on an as-needed basis to assist in outbreak situations in other geographical areas of the State.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols as evidenced by the quarterly report. Payment will be held until reports are submitted.		
<b>Total Salary Costs</b>		<b>91,380.00</b>	<b>68,535.00</b>
<b>Fringe Benefits</b>		<b>31,892.00</b>	<b>23,919.00</b>
<b>Travel</b>		<b>3,960.00</b>	<b>2,970.00</b>
<b>Total Grant Agreement</b>		<b>\$127,232.00</b>	<b>\$95,424.00</b>
<b>Total Grant (rounded)</b>		<b>\$127,232.00</b>	<b>\$95,424.00</b>

- **Salary:** Three Community Outreach Workers for twelve months @\$91,380
  - J. Hare @ \$32,012
  - R. Cotterman @ \$33,755
  - C. Rader @ \$ 25,613
  -
- Fringe Benefits @ 34.9% of salaries = \$31,892
- **Travel for DOT/DOPT Visits** (9000 @ 0.44/mile) = \$3,960  
 Travel expenditures will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate being paid by the State of Indiana, whichever is the lesser.
- **Invoices:**  
 Payment shall be due for hours worked and satisfactory completion of Marion County Public Health Department Deliverables. All invoices must be submitted on a monthly basis and accompanied by written documentation of actual expenditures for all claimed items. The Grantee will be paid monthly for hours worked and the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoice.

Marion County Public Health Department will augment this grant by providing any additional salary or benefits not covered, travel and other activities and expenses related to the delivery of services.

**Attachment B**  
**A70-4-106092**  
**Tuberculosis Outreach**  
**Quarterly Report**  
**2014**

This report is to be completed by each TB Outreach Worker funded by the ISDH TB Program, then reviewed and signed by their supervisor. All narrative and statistical sections must be completed. Successful submission of this report satisfies the terms of the contract for reporting.

All reports are due to ISDH by the 10th of the following months:

1 <sup>st</sup> Quarter: 01/01/2014 thru 03/31/2014	Due: April 10, 2014
2 <sup>nd</sup> Quarter: 04/01/2014 thru 06/30/2014	Due: July 10, 2014
3 <sup>rd</sup> Quarter: 06/30/2014 thru 09/30/2014	Due: October 10, 2014
4 <sup>th</sup> Quarter: 10/01/2014 thru 12/31/2014	Due: December 31, 2014

**GRANTEE: Marion County Public Health Department**

**QUARTER:** \_\_\_\_\_ **DATE SUBMITTED:** \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_

I have reviewed, discussed, and addressed issues/concerns identified in this report with the Outreach Worker.

**SUPERVISOR'S SIGNATURE:** \_\_\_\_\_

ISDH Use Only	
Date Received:	Reviewed by:

Quarterly Reports may be faxed to 317-233-7747 or mailed to:

*TB/Refugee Health Division*  
Indiana State Department of Health  
2 North Meridian Street, 6-D  
Indianapolis, IN 46204

QTR				DOT				DOPT				MILES Per Week		
1	2	3	4	TOTAL # OF PERSONS	DAILY	2X WEEK	3X WEEK	COMMENTS	TOTAL # OF PERSONS	DAILY	2X WEEK		3X WEEK	COMMENTS
WEEK 1														
WEEK 2														
WEEK 3														
WEEK 4														
WEEK 5														
WEEK 6														
WEEK 7														
WEEK 8														
WEEK 9														
WEEK 10														
WEEK 11														
WEEK 12														
WEEK 13														
TOTALS														

REQUIRED TRAINING		OTHER TRAINING	
Meeting	Date Attended	Meeting	Date Attended
Outreach Workers Meeting			
Regional Meeting			
Basic TST Course/Recert			
HIV Counseling and Testing Course/Meeting			
TB Symposium/Other			

Summary of collaborative efforts, professional visits, other activities \_\_\_\_\_

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Barriers encountered or resolved, progress toward goals, other comments \_\_\_\_\_

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**ATTACHMENT C**  
**A70-4-106092**  
**TB Grant Objectives**

- 1) By 12/31/2014, 91.5% of TB patients from 2010 for whom therapy of one year or less is indicated will have completed therapy within twelve (12) months.
- 2) By 12/31/2014, contacts will be identified for at least 98.8% of all sputum AFB smear-positive TB cases.
- 3) By 12/31/2014, ensure that at least 87% of contacts to sputum AFB smear-positive TB cases will be evaluated for TB infection and disease.
- 4) By 12/31/2014, at least 79% of infected contacts from 2011 will be started on treatment for latent TB infection
- 5) By 8/15/2014, at least 74% of infected contacts from cohort year 2011, which were started on treatment for latent TB infection, will complete therapy.
- 6) By 12/31/2014, ensure that 55.5% of TB cases with a positive sputum culture have documented conversion to a negative culture within 60 days of starting treatment.
- 7) By 12/31/2014, ensure that 93.5% of TB cases 12 years and older with a pleural or respiratory site of disease have a documented sputum culture report.
- 8) By 12/31/2014, ensure that drug-susceptibility testing is performed on 99% of TB patients with initial positive cultures.
- 9) By 12/31/2014, HIV status will be known for at least 80% of all adult TB patients.
- 10) Continue to reduce the incidence of TB in foreign-born persons each year to meet the target of 17cases /100,000 by 2014.
- 11) Continue to reduce the incidence of TB in U.S.-born African-Americans each year to meet the target of 3.3 cases /100,000 by 2014.
- 12) Continue to reduce the incidence of TB for children younger than 5 years of age each year to meet the target of 0.9 case /100,000 by 2014.



**Attachment D**  
**C.F.D.A. Title: Tuberculosis Prevention and Control and Laboratory Program**  
**EDS # A70-4-106092**

**Federal Agency: Department of Health & Human Services Centers for Disease Control and Prevention National Center for HIV, Viral Hepatitis, STDs and TB Prevention**

**C.F.D.A. Number: 93.116**

**Award Number: U52PS500520-31**

**Grant Number: 5U52PS500520-31 Revised**

**Award Name: ISDH Tuberculosis Elimination and Laboratory Cooperative**

**Award Year: FFY 2014**

**1. Incorporation**

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health & Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation by statutory authority of SEC 301(A), SEC 317 PHS ACT AS AMENDED (42 U.S.C. 247B-6) and all other referenced codes and regulations.
- b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.
- c. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

**2. Anti-kickback Statute**

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

**3. Victims of Trafficking and Violence Protection Act**

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

**4. Accessibility of Services**

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

**Attachment D**  
**C.F.D.A. Title: Tuberculosis Prevention and Control and Laboratory Program**  
**EDS # A70-4-106092**

**5. Federal Information Security Management Act (FISMA):**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contain federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

**6. Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR 25.110. Additionally, the entity must review and update the information at least annually after the initial registration.

**7. Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

**8. Federal Funds Disclosure Requirements:**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Department of Health & Human Services Centers for Disease Control and Prevention National Center for HIV, Viral Hepatitis, STDs and TB Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

**9. Equipment and Products:**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 45 CFR 92 defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92.

**10. Federal Funding Accountability and Transparency Act (FFATA):**

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee

**Attachment D**  
**C.F.D.A. Title: Tuberculosis Prevention and Control and Laboratory Program**  
**EDS # A70-4-106092**

Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

**11. Federal Lobbying Requirements:**

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
- B. 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, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Office of Grants Management.