

20223
JLC

OCT 01 2014



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Instructions for completing the EDS and the Contract are on the back of this form.

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
JLC
11/1/14
IDOA Contracts

1. EDS Number: A70-5-0532390		2. Date prepared: 4/22/2014	
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: 61910-33100.571100		5. Account Name: ISDH DHHS Fund	
6. Total amount this action: \$16,484.00		7. New contract total: 18,484.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2015 \$16,484.00			
Year \$			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 7/1/2014		12. To (month, day, year): 6/30/2015	
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 systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 42 USC 217(A)			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) These funds are being provided to Local Health Department grantees to further their achievement of 3 capabilities, as defined by the CDC's "Public Health Preparedness Capabilities" document, during the term of this grant agreement. These capabilities are the basis for state and local public health preparedness. Additionally, grantees will complete a Medical Countermeasure Dispensing Plan, execute a POD setup and throughput exercise, conduct volunteer call-down drills, participate in 800 MHz radio drills, submit an updated Training & Exercise Plan for their department, and utilize the ISDH's SERV-IN website as a volunteer management tool in their jurisdiction during the term of this grant agreement.			
38. Justification of vendor selection and determination of price reasonableness: The Local Health Department is charged with preparing for public health emergencies and other disasters within their jurisdiction and achieving the CDC-defined public health preparedness capabilities during the five-year project period of the Public Health Emergency Preparedness (PHEP) grant. The cost is a fixed amount based on funds approved annually by CDC under the federal grant for all Local Health Departments throughout the state. All participating Local Health Depts receive a population-based allocation (minimum provided for counties with lower population); Local Health Depts that decline participation have their allocations re-distributed to those that do so that all funds are used.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) waited program corrections and vendor signing and returning			
40. Agency fiscal officer or representative approval <i>[Signature]</i>		41. Date Approved 10/1/14	
44. Attorney General's Office approval <i>[Signature]</i>		45. Date Approved 11/7/2014	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 10/8/14	
46. Agency representative receiving from AG <i>[Signature]</i>		47. Date Approved	

AGENCY INFORMATION

14. Name of agency:

Department of Health

15. Requisition Number:

0000026311

16. Address:

2 N. Meridian Street
Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name:

Megan Sarvis

18. Telephone #:

317/233-3218

19. E-mail address:

MSarvis@isdh.in.gov

COURIER INFORMATION

20. Name:

Michael Mendyk

21. Telephone #:

317-233-7120

22. E-mail address:

mmendyk@isdh.in.gov

VENDOR INFORMATION

23. Vendor ID #

0000064528

24. Name:

MARSHALL COUNTY

25. Telephone #:

574-935-8565

26. Address:

MARSHALL COUNTY TREASURER C/O
112 W. JEFFERSON
PLYMOUTH, IN 46563

27. E-mail address:

wesleyb@marshall.in.us

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☐ Yes ☒ No

29. Primary Vendor: M/WBE/IN-Veteran

Minority: ☐ Yes ☒ NoWomen: ☐ Yes ☒ NoIN-Veteran: ☐ Yes ☒ No

30. Primary Vendor Percentages

100.0 %

31. Sub Vendor: M/WBE/IN-Veteran

Minority: ☐ Yes ☒ NoWomen: ☐ Yes ☒ NoIN-Veteran: ☐ Yes ☒ No

32. If yes, list the %:

Minority: _____ %

Women: _____ %

IN-Veteran: _____ %

33. Is there Renewal Language in the document? ☒ Yes ☐ No34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

RECEIVED

OCT 10 2014

OAG-ADVISORY

78745-000

LW

**GRANT AGREEMENT
EDS # A70-5-0532390 (PHEP)**

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana State Department of Health** (the "State") and **Marshall County Health Department** (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:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant of **\$16,484** to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully by reference. The Project to **provide Local Health Department grantees to further their achievement of 3 capabilities, as defined by the CDC's "Public Health Preparedness Capabilities" document, during the term of this grant agreement** 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 **42 USC 217(A)** 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**. 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 **July 1, 2014** (the "Commencement Date") and shall remain in effect through **June 30, 2015** (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 **\$16,484**. The approved Project Budget is set forth as **Attachment B** 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 or B**. 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:

Marshall County Health Department
ATTN: Byron Holm
Health Officer
112 West Jefferson Street, Room 103
Plymouth, IN 46563-1798

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 C** 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; 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.


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:


BYRON HOLM
HEALTH OFFICER
MARSHALL COUNTY HEALTH DEPARTMENT

DATE: _____

Attested By:


PENNY LUKENBILL
AUDITOR
MARSHALL COUNTY

DATE: 9-26-11

Recommended and Approved By:


WILLIAM C. VANNESS II, MD
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 10/1/14

Recommended By:

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


DATE: _____

Approved:

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

DATE: _____

Approved:


JESSICA ROBERTSON
COMMISSIONER
INDIANA DEPARTMENT OF ADMINISTRATION

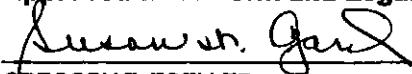
DATE: 10/3/14

Approved:


BRIAN E. BAILEY
DIRECTOR
STATE BUDGET AGENCY

DATE: 10/8/14

Approved as to Form and Legality:


GREGORY F. ZOELLER
ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL

DATE: 11/7/2014

ATTACHMENT A
Budget Period 3
2014-15 BASE Public Health Preparedness Grant

The Centers for Disease Control & Prevention developed fifteen (15) capabilities to serve as national public health preparedness standards. These capabilities are the basis for state and local public health preparedness. CDC's document, *Public Health Preparedness Capabilities: National Standards for State and Local Planning*, is located online here: <http://www.cdc.gov/phpr/capabilities/> and is hereby incorporated by reference into this grant agreement.

Local health department grantees have been working on at least three of the fifteen capabilities during previous budget periods. In previous budget periods, all local health department grantees were tasked with addressing the Medical Countermeasure Dispensing capability and choosing two additional capabilities to address during the term of the budget period. For Budget Period 3, Grantees will be asked to focus on tasks related to the final three capabilities that will be addressed at the local level, and have not yet been completed by their respective jurisdictions. The following represent the required activities and deliverables that the Grantee will undertake and/or submit, where applicable, as evidence of progress and achieving these three capabilities for purposes of this grant agreement:

Community Recovery

Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Identify health service delivery recovery priorities and jurisdictional partners

- During the budget period, utilize the Recovery Planning Guide template and guidance provided by ISDH to conduct a recovery planning meeting with jurisdictional partners. During this meeting, Grantees shall identify the public health service priorities specific to your jurisdiction, the partners involved in restoring these services, and potential gaps that exist within the jurisdiction that may be a barrier to restoring services. The Recovery Planning Guide template and guidance will be distributed to local health departments no later than July 1, 2014.
 - Required Submissions:
Submit the completed Recovery Planning Guide and recovery meeting sign in sheet to ISDH by **May 1, 2015**.

Note: For additional information regarding recovery planning, see *FEMA National Disaster Recovery Framework – Health and Social Services Annex*

Mass Care

Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Identify the primary points of contact for those organizations responsible for mass care in your jurisdiction and the immediate and ongoing public health services that may be required during mass care operations following a disaster

- Utilizing the data collection worksheet provided by ISDH, identify the points of contact in your jurisdiction primarily responsible for mass care operations (i.e. sheltering and feeding), identify the locations within your jurisdiction identified as public shelters during disasters, their approximate capacities, and the public health services that your jurisdiction may need as they relate to mass care operations. The ISDH will distribute data collection worksheet no later than July 1, 2014.
 - Required Submissions:
Submit the completed Mass Care data collection worksheet no later than **May 1, 2015.**

Responder Safety & Health

The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Identify the primary safety and health risks to public health personnel who may be involved in response operations in your jurisdiction and the appropriate protective measures that should be implemented

- Reference your jurisdictional hazard vulnerability / risk assessments, Medical Countermeasure Dispensing (MCD) Plan, local Comprehensive Emergency Management Plan, and other jurisdictional plans to identify public health roles and responsibilities related to identified risks. Utilizing the template provided by ISDH, document the medical, environmental exposure, and mental/behavioral health risks likely to be faced by public health responders and identify the protective equipment, protective actions or other mechanisms that public health responders (i.e. – LHD staff and volunteers) will need to execute those potential roles. The ISDH will distribute the Responder Safety and Health data collection template by July 1, 2014.
 - Required Submissions:
 - Completed template due no later than **May 1, 2015**

Budget Period 2 (BP3) Additional Requirements

- Grantee will submit the calendar portion of an updated multiyear Training & Exercise Plan (TEP) by **May 1, 2015**.
- Grantee will support the ISDH in providing information requested by CDC related to reporting on performance measures and comprehensive planning guides.
- Grantee will conduct 2 volunteer call-down drills during the grant year. The Grantee shall document the total number of volunteers called, the expected acknowledgment time, the number of volunteers responding within that acknowledgment time period and needed improvements. All volunteers considered active by grantee shall be included in the drill. The drills should take place approximately 6 months apart, and the Grantee shall submit the documentation listed above to ISDH within 30 days of completing each drill.
- Grantee will submit a progress report by no later than **May 1, 2015** documenting activities undertaken during the grant year to build or sustain the remaining public health preparedness capabilities not specifically selected for achievement during BP3. ISDH will provide the template for the progress report. Grantee will complete the progress report to fully reflect activities undertaken by the Grantee during the grant year.
- Grantee will utilize SERV-IN as a volunteer management tool in their jurisdiction to include recruiting volunteers to the SERV-IN website for registration. Grantee shall maintain at least one staff person identified as the SERV-IN system administrator for their jurisdiction and submit their contact information to ISDH by **November 30, 2014**.
- Grantee will participate in 800 MHz Radio Drills during the term of the grant agreement. 800 MHz radio drills are conducted on the third Tuesday of each month. ISDH will provide an updated radio drill schedule. Participation is required twice per quarter – once for the statewide drill and once for the applicable district drill. The 2013 800 MHz radio drill schedule was distributed to local health departments in December 2012. No documentation submission is required for this activity. ISDH staff maintains the records of participation. If there is a mechanical issue with the radio at the time of the drill preventing participation an e-mail describing the issue sent to ISDH staff **PRIOR TO THE DRILL or AT THE TIME OF THE DRILL** will be required. Other justifications for non-participation will be considered on a case-by-case basis.
- Grantee will provide ISDH requested information in support of the development of a statewide inventory of public health resources that local health departments may voluntarily provide to support other jurisdictions during emergency response operations.

- Grantees that use federal preparedness grant funds to support emergency communications activities must comply with the fiscal year 2013 SAFECOM Guidance for Emergency Communications Grants. The guidance is intended to ensure that federally funded investments are compatible and support national goals and objectives for improving nationwide interoperability. SAFECOM guidance is available at <http://www.safecomprogram.gov>.
- Grantee shall be compliant with the National Incident Management System (NIMS).
- All exercise related activities shall be conducted in accordance with the guidelines set forth in the Homeland Security Exercise and Evaluation Program (HSEEP).

ALL DOCUMENTATION SUBMISSIONS TO ISDH SHALL BE SUBMITTED TO THE APPLICABLE DISTRICT TEAM LEAD. GRANTEE UNDERSTANDS AND ACKNOWLEDGES THAT ISDH DISTRICT TEAM MEMBERS WILL CONTACT GRANTEE A MINIMUM OF ONCE PER MONTH TO ASCERTAIN PROGRESS RELATIVE TO THESE GRANT REQUIREMENTS AND GRANTEE AGREES TO BE RESPONSIVE TO THESE REQUESTS FOR INFORMATION.

Attachment B

Budget Summary Proposal for Public Health Preparedness BASE Grant

For ISDH Internal Use Only: Budget Approval Date: 07/01/14
Balance of Funds to Be Allocated: \$0.00 Grant Period: 07/01/2014 - 06/30/2015

LHD Name: Marshall County Health Dept.	LHD Claims Contact Name: Wesley Burden
Name of LHD Program Contact Person: Wesley Burden	LHD Claims Contact Phone Number: 574-935-8598
Prog. Contact Phone #: 574-935-8598	Is the Claims Contact an Employee or a Contractor? Employee
Prog. Contact email: wesleyb@co.marshall.in.us	Claims Contact email: wesleyb@co.marshall.in.us
NOTE:	

Grantees are required to submit a preliminary budget proposal to the ISDH/PHPER Division (via PHPER@isdh.in.gov) showing how the grantee intends to use the funding provided through the grant agreement. After full execution of the Grant/Contract, the LHD will submit to ISDH/PHPER Division (via PHPER@isdh.in.gov) an Approval of Expenditure for items to purchase including detailed amounts, justification and cost description. Budgets are reviewed to ensure items requested are reasonable, allowable, allocable to the grant and do not overlap requests received for other grants managed by the PHPER Division. Questionable items may require additional information from the LHD prior to authorization. All expenses claimed for reimbursement must directly support the achievement of CDC's Public Health Preparedness Capabilities. If a proposed purchase will benefit or be under the control of an organization other than the local health department, please describe those circumstances and explain whether there will be any cost sharing involved in the Application/contract of the purchase. The cost sharing process should be described in the budget for each expenditure.

During the grant period, grantees may request budget modifications and/or reallocations. The budget modification request must be approved PRIOR to submission of a claim in the portal or the claim will be denied. Partial budgets may be authorized and loaded while questionable items are reviewed or discussed further.

Grantee must submit a preliminary budget detailing the proposed use of grant funds no later than March 31, 2014. FINAL budget revisions must be submitted on or before March 28, 2015. ALL funds allocated to Supplies and Equipment MUST be spent and claimed by NO later than May 1, 2015. All activities and services must be completed by June 30, 2015.

Personnel \$0.00

*This category includes County/City full time or part time equivalent staff. Temporary contract personnel should be included in the Contract category below. However, temporary/part-time County staff should be included within this category.

Brief Description:

Fringe Benefits \$0.00

*Costs within this category may include allocation of employee health insurance, life insurance, and/or FICA for those worked on grant specific services and activities.

Brief Description:

Services Other than Personnel \$0.00

*This category typically includes expenditures for operational expenses or services that do not require a formal contract such as cellular phone service, postage and freight charges, printing services, and short term space or equipment rentals.

Brief Description:

In-State Travel \$0.00

*Funds may not be used to pay for Out-of-State travel. All In-State Travel costs will be reimbursed in accordance with State (<http://www.in.gov/idoas/2459.htm>) travel policies and procedures unless the grantee's travel rules are more stringent or reimbursement rates are lower. Please note that the maximum mileage reimbursement rate, effective 5/01/11, is \$0.44 per mile.

Brief Description:

Supplies \$0.00

*This category includes those products and materials that are typically consumed or used within a relatively short period of time. Items purchased under this classification should not include items affixed to a piece of Equipment that would increase the monetary value of the Equipment.

Brief Description:

Equipment \$16,484.00

*This category includes any material purchase, except small tools, with a monetary value of greater than \$500 per unit, which have an extended period of service expectancy (typically greater than 12 months).

Brief Description:

Smart Board (Interactive Whiteboard System), Smart Budget Software and installation costs. Providing full interactive and interoperable communications system for multiple users.

Contractual Costs \$0.00

*This category includes all payments made for services rendered under a contractual agreement or temporary staffing agreement including labor, materials, travel or other costs paid to a 3rd party to complete services on behalf of the LHD including professional and consulting services.

Brief Description:

TOTAL Budget Request \$16,484.00

1/6/1

Attachment C
C.F.D.A. Title: Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

Federal Agency: DHHS Centers for Disease Control and Prevention, Coordinating Office for Terrorism Preparedness and Emergency Response

C.F.D.A. Number: 93.074

Award Name: National Bioterrorism Hospital Preparedness Program and Public Health Emergency Preparedness Program TP12-1201 HPP and PHEP Cooperative Agreements

Award #: Pending Federal Approval

Award Year: FY15

1. Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the DHHS Centers for Disease Control and Prevention 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 **SEC391(A)317(K)OFPHS42U.S.C.SEC241A 247B.**
- 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 C
**C.F.D.A. Title: Hospital Preparedness Program (HPP) and Public Health Emergency
Preparedness (PHEP) Aligned Cooperative Agreements**

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. 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 CDC-RFA-TP12-120102CONT13 from United States Department of Health and Human Services, Health Resources and Services Administration. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the United States Department of Health and Human Services, Health Resources and Services Administration.

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.

Attachment C
C.F.D.A. Title: Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

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 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.