

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

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.

1. EDS Number: A70-6-7861		2. Date prepared: 6/2/2006	
<b>3. CONTRACTS &amp; LEASES</b>			
<input type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input checked="" type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input type="checkbox"/> Amendment# _____	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal # _____	
<input type="checkbox"/> QPA		<input type="checkbox"/> Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number: 3610-103100		5. Account Name: BIOTERRORISM HOSPITAL P	
6. Total amount this action: \$69,000.00		7. New contract total: \$69,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year 2006 \$ 57,500.00		Year _____ \$ _____	
Year 2007 \$ 11,500.00		Year _____ \$ _____	
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 10/1/2005		12. To ( month, day, year ): 8/31/2006	
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) _____			
14. Name of agency: Department of Health			
15. Requisition Number:			
16. Address: State Department of Health Section 2-C 2 N MERIDIAN ST INDIANAPOLIS, IN 46204			
<b>AGENCY CONTACT INFORMATION</b>			
17. Name: JOHN BRAECKEL		18. Telephone #: 317/233-7365	
19. E-mail address: JBREAKEY@ISDH.IN.GOV			
<b>COURIER INFORMATION</b>			
20. Name: STEVE MARTIN		21. Telephone #: 317-233-7573	
22. E-mail address: SMARTIN@ISDH.IN.GOV			
<b>VENDOR INFORMATION</b>			
23. Vendor ID # 0000078918			
24. Name: SCOTT COUNTY MEMORIAL H		25. Telephone #: 812-752-8552	
26. Address: 1451 N GARDNER ST PO BOX 430 SCOTTSBURG, IN 47170			
27. E-mail address:			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
29. Primary Vendor: M/WBE		30. If yes, list the %:	
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Minority: _____ %	
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Women: _____ %	
31 Sub Vendor: M/WBE		32. If yes, list the %:	
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Minority: _____ %	
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Women: _____ %	
33. Is there Renewal Language in the document?		34. Is there a "Termination for Convenience" clause in the document?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 1 U3RHS05709-01-00			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) THE GRANTEE IS REQUIRED TO PROVIDE 16 DELIVERABLES IN ACCORDANCE WITH ATTACHMENT A. THE DELIVERABLES COVER DATA ON SURGE BED, HEALTHCARE PERSONNEL AND ISOLATION CAPACITY; HEALTHCARE PERSONNEL PARTICIPATION IN TRAINING AND EXERCISES/DRILLS PERTINENT TO CBRNE/RADIOLOGICAL RESPONSE SURVEY; AND BT			
38. Justification of vendor selection and determination of price reasonableness: THE HRSA GRANT REQUIRES THAT THE MONEY BE DISTRIBUTED TO THE LICENSED ACUTE CARE HOSPITALS IN THE STATE TO REVIEW THEIR OWN DISASTER RESPONSE PLANS IN LIGHT OF THE HRSA CRITICAL BENCHMARK; CONTRIBUTE INFORMATION ABOUT THEIR OWN HOSPITAL'S CAPABILITIES AND RESPONSE MECHANISMS AT DISTRICT PLANNING MEETINGS;			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	
42. Budget agency approval		43. Date Approved	
44. Attorney General's Office approval		45. Date Approved	
46. Agency representative receiving from AG		47. Date Approved	

## **GRANT AGREEMENT**

This Grant Agreement, entered into by and between the **Indiana State Department of Health** (the "State") and **Scott County Memorial Hospital** (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**

The purpose of this Grant Agreement is to enable the State to award a grant from the State of Indiana's Bioterrorism Hospital Planning Fund of up to \$69,000 to the Grantee for eligible costs of the project (the "Project") as described in Paragraph 7 and in Attachment A of this Grant Agreement, which is attached hereto and incorporated herein. **The State may authorize an amount up to 10% greater than the above amount should it be deemed necessary by the State to accomplish the purpose of this Grant Agreement. Also the State may finally authorize an amount not less than 90% of the above amount should it be determined by the State that the maximum amount of this Grant Agreement is not necessary for the completion of the project described in Paragraph 7 and Attachment A. In no event shall the increase or decrease in the amount of this Grant Agreement be greater than \$25,000. This will make the most efficient use of the total grant money distributed between multiple grantees. Should the State make the determination to increase or decrease the amount of this Grant Agreement under this paragraph the State will notify the Grantee in writing.**

### **2. Term**

This Grant Agreement shall commence on October 1, 2005, the Commencement Date and shall remain in effect through August 31, 2006, the Expiration Date. In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

### **3. Design and Implementation of Project**

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Attachment A.

### **4. Monitoring Reviews by the State**

The State may conduct an on-site monitoring review of the Project. The monitoring review may document any of the following and any others specified in Attachment A:

- A. Whether Project activities are consistent with those set forth in Attachment A and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local, or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Attachment A.

- C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.
- D. A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of quarterly project reports.

## **5. Payment of Grant Funds by the State**

Payment of this Grant shall be made under the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
- B. All items required by Attachment A must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Attachment A must be met to the State's satisfaction.
- D. 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 to the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant, the State may promptly conduct an on-site monitoring of the project and complete a project monitoring report as described in Paragraph 4 of this Grant.
- F. Failure to complete the Project and expend state, local or private funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and suspension of the Grantee's participation in State grant 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 that are not in the scope of this Project or the Budget.
- G. All payments shall be made 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 unless a specific waiver has been obtained from the Auditor of State.

## **6. Statutory Authority of Grantee**

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive Grant funds, and, if the State determines that it is ineligible, it expressly agrees to repay all monies paid to it under this Grant upon demand.

## **7. Use of Grant Funds by Grantee**

The funds received by the Grantee pursuant to this Grant Agreement shall be used only in support of the Critical Benchmarks of the Health Resources and Services Administration Grant 6U3RHS03847-02 and for no other purpose.

## **8. Conflict of Interest**

### **A. As used in this section:**

1. "Immediate family" means the spouse and the unemancipated children of an individual.
2. "Interested party," means:
  - a. The individual executing this Grant;
  - b. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
  - c. Any member of the immediate family of an individual specified under subdivision 1 or 2.
3. "Department" means the Indiana Department of Administration.
4. "Commission" means the State Ethics Commission.

### **B. The Department may cancel this Grant Agreement without recourse by Grantee if any interested party is an employee of the State of Indiana.**

### **C. The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of State employees. The Department may take action, including cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this section.**

### **D. Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.**

## **9. Drug-Free Workplace Certification**

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 has been convicted of a criminal drug violation occurring in Grantee's 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 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 Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant or agreement as part of the Grant documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- 1) Publishing and providing to all of its employees a statement notifying them employees 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
- 2) Establishing a drug-free awareness program to inform its employees of a) the dangers of drug abuse in the workplace; b) the Grantee's policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- 3) Notifying all employees in the statement required by subparagraph 1) above that as a condition of continued employment the employee will a) abide by the terms of the statement; and b) 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
- 4) Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 3(b) above, or otherwise receiving actual notice of such conviction; and
- 5) Within thirty (30) days after receiving notice under subdivision (3)(b) 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
- 6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1) through 5) above.

## 10. 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 shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## 11. Compliance with Laws

- A. The Grantee agrees to 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 of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Grantee to determine whether the provisions of the contract 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 Indiana Code § 4-2-6 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 Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.
- C. The Grantee certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied or this Agreement 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 or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Grantee warrants that the Grantee and its subGrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, and regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H. The Grantee hereby affirms that, if registration is required by Indiana law or by this Grant, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- I. Grantee agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Grantee from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.
- J. Compliance with Telephone Solicitations Act.

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 the Grant, 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: a) except for de minimis and nonsystematic violations, 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 the Grant, even if IC 24-4.7 is preempted by federal law.

## **12. Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its Sub-Grantees shall not discriminate against any employee or applicant for employment in the performance of this Grant Agreement. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Grant Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

## **13. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: A) Grant Agreement and B) attachments prepared by the State (Attachment A).

## **14. Renewal**

This Grant Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed Grant Agreement may not be longer than the term of the original Grant.

## **15. Termination for Convenience**

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.

## **16. Access To Records**

The Grantee and its subGrantees shall maintain all books, documents, papers, accounting records, and other evidence (Records) of costs for inspection by the State or its authorized representatives. Copies of the Records shall be furnished at no cost to the State if requested. The Grantee and its subGrantees shall make all Records available at their respective offices at all reasonable times during the Grant Agreement period and for three (3) years from the date of final payment under the Grant Agreement or until an audit has been completed and all audit exceptions cleared.



## **17. Additional Payment Terms**

- A. Payment will be provided upon completion of the deliverables listed in Attachment A. Payment shall be made upon receipt of duly executed State Claim Vouchers from the Grantee. The Claim Vouchers shall be submitted electronically on forms provided by the State.
- B. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.

## **18. 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.

## **19. Audits**

Grantee acknowledges that it may be required to submit to an audit of funds received through this Grant Agreement. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

## **20. Authority To Bind**

The signatory for the Grantee represents that he has obtained all necessary approvals to make this Grant Agreement fully binding upon the Grantee when his signature is affixed. This Grant Agreement must not be subject to further acceptance by Grantee when accepted by the State of Indiana.

## **21. Confidentiality Of State Information**

Data, materials, and information disclosed to the Grantee may contain confidential and protected data. The Grantee promises that data, material, and information disclosed to the Grantee for the purpose of this Grant Agreement will not be disclosed to others or discussed with other parties without the prior written consent of the State.

## **22. Disputes**

- A. Should any disputes arise with respect to this Grant Agreement, 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 its responsibilities under this Grant Agreement 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. If the State and the Grantee cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
1. The parties agree to resolve such matters through submission 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 Commissioner's decision shall be final and conclusive 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 Commissioner may reconsider the decision.
  2. 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 Agreement will not be cause for Grantee to terminate this Grant Agreement, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

### **23. Federal Funding Information and Compliance**

- |   |   |
|---|---|
| A) C.F.D.A. Title – National Bioterrorism Hospital Preparedness Program | D) Award No. 6U3RHS03847-02   |
| B) C.F.D.A No. 93.889   | E) Award Year - 9/1/05 to 8/31/06   |
| C) Award Name – National Bioterrorism Hospital Preparedness Program     | F) Federal Agency – Department of Health and Human Services, Health Resources and Services Administration |

The Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96.

## **24. Federal Funds Disclosure**

Any of the Grantee's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by grant 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.

## **25. Federal Lobbying Requirements**

- A. The Grantee 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 Grantee, 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 Grant Agreement, contract, loan, or cooperative agreement, the Grantee shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Grantee shall require that the language of subparagraphs a) and b) be included in the language of all subgrants and that all subgrantees shall certify and disclose accordingly.

## **26. Federal Nondiscrimination Clause**

As a condition to the receipt of federal funds, the Grantee and its subgrantees, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

## **27. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **28. Indemnification**

The Grantee agrees to indemnify, defend, and hold harmless the State of Indiana and 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 or its subcontractors, if any. The State shall not provide such indemnification to the Grantee.

## **29. Independent Contractor**

- A. Both parties to this Grant 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 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 subcontractors of the other party.
- B. The Grantee will provide all necessary unemployment and workers' compensation insurance for its employees.

## **30. Notices to Parties**

All notices shall be sent to the following addresses, unless otherwise provided in writing:

### **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

### **Notices to the Grantee shall be sent to:**

Scott County Memorial Hospital  
ATTN: Clifford D. Nay  
1451 N Gardner  
Scottsburg, IN 47170

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

## **31. Penalties/Interest/Attorney's Fees**

The State will not pay any penalties, liquidated damages, interest, or attorney's fees except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1, and any liability for late payment will be paid from state funds only.

### **32. Progress Reports**

- A. The Grantee shall submit progress reports to the State as specified in Attachment A. The progress report shall assure the State that work is progressing in line with the schedule, that additional deliverables, if any, will better serve the public, and that completion can be reasonably assured on the scheduled date.
- B. The failure to provide progress reports as requested by the State may be 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 payments and suspension of the Grantee's participation in State programs until 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 the Grant.

### **33. Remedies Not Impaired**

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

### **34. Severability**

The invalidity of any paragraph, subparagraph, division, subdivision, clause or provision of this Grant Agreement shall not affect the validity of the remaining paragraphs, subparagraphs, divisions, subdivisions, clauses or provisions of the Grant Agreement.

### **35. Taxes**

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

### **36. Waiver of Rights**

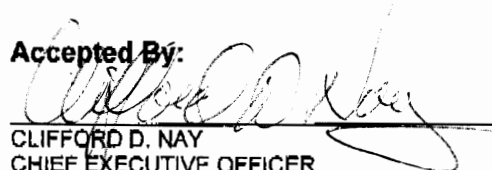
No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

### **37. Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

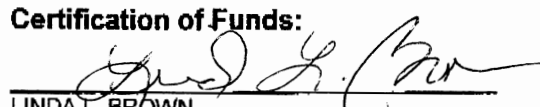
In Witness Whereof, Grantee and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the Grant do by their respective signatures dated below hereby agree to the terms thereof.

**Accepted By:**

  
CLIFFORD D. NAY  
CHIEF EXECUTIVE OFFICER  
SCOTT COUNTY MEMORIAL HOSPITAL

DATE: 1-10-06

**Certification of Funds:**

  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH


DATE: 2/3/06

**Recommended and Approved By:**

  
SUE UHL, J.D.  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

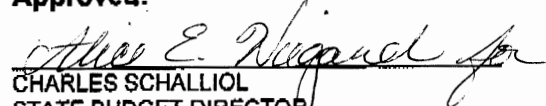
DATE: 2.1.06

**Approved:**

  
EARL GOODE, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 2-21-06

**Approved:**

  
CHARLES SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 2/23/2006

**Approved as to Form and Legality:**

Form approval has been granted by the Office of  
the Attorney General pursuant to IC 4-13-2-14.3(e)  
On September 23, 2005.

This instrument was prepared by Jennifer Bruner on September 7,  
2005.

  
Legal Counsel

## ATTACHMENT A

The Grantee agrees to the following conditions in order to receive the funding provided by this program:

1. The Grantee will meet with ISDH staff, at least once per quarter, to review programs, plans, and purchases.
2. Funds will be used in accordance with the HRSA National Bioterrorism Hospital Preparedness Program (NBHPP) Cost Directives, which is hereby incorporated by reference.
3. The Grantee will attend District level meetings and participate in District planning.
4. The Grantee will adhere to all critical benchmarks, as outlined in the NBHPP FY 2005 Continuation Guidance, which is hereby incorporated by reference.

The Grantee will provide the following deliverables related to the Health Resources and Services Administration (HRSA) Critical Benchmarks (CB) for the 2005/2006 award under Grant 6 U3R HS 03847-02 from HRSA:

Two notable changes to the HRSA Critical Benchmarks are as follows:

- A. Critical benchmark #2-1 **Surge Capacity: Beds** - has been expanded and now incorporates what was critical benchmark #2-9 **Trauma and Burn Care**, as well as increased specificity.
  - B. What was critical benchmark #2-3 **Surge Capacity: Healthcare Personnel** - has been incorporated into critical benchmark #2-4 **Surge Capacity: Emergency System for the Advance Registration of Volunteer Health Professionals**.
1. Update Hospital contact information and supply Indiana Health Alert Network (IHAN) contact information
  2. CB #2-1 – **Surge Capacity: Beds** - Report current data on hospital bed surge capacity and off-site capability. Report bed surge capacity by type of acuity and span of time.
  3. CB #2-2 – **Surge Capacity: Isolation Capacity** - Report current status and number of patients that can be placed in negative pressure isolation. Report the number of ventilators.
  4. CB #2-4 – **Surge Capacity: Emergency System for Advance Registration of Volunteer Health Professionals** - Report the number of volunteers and behavioral health professionals registered in the system.
  5. CB #2-5 – **Surge Capacity: Pharmaceutical Caches** - Report on how the hospital could arrange for a 72-hour supply of a long shelf life, broad spectrum antibiotic for prophylaxis of their health care personnel, hospital affiliated EMS personnel and their families. Provide an update, if necessary, of the estimated number of hospital workers designated to receive prophylaxis during the first 72 hours of a large-scale public health emergency as reported in May 2005.
  6. CB #2-6 – **Surge Capacity: Personal Protective Equipment** - Report on the ability to maintain a stockpile of Personnel Protective Equipment (PPE) sets needed for staff delivering care to patients with airborne respiratory disease (a set would be gown, gloves, N95 mask or equivalent plus a procedure [e.g. surgical] mask and eye protection) to be in compliance with a standard of one change per hour per HCW (number of health care workers would be based on the number of beds identified in CB #2-1 – **Hospital Bed Surge Capacity**). Report number of PPE by level.
  7. CB #2-7 – **Surge Capacity: Decontamination** - Report decontamination capability for ambulatory patients and for non-ambulatory patients per hour for a period of three hours. Report number of decontamination units.

8. **CB #2-8 – Surge Capacity: Behavioral (Psychosocial) Health** - Report on the number of hospital staff trained via competency based education for recognizing, treating, or referring individuals exhibiting psychological stress related to a large-scale public health emergency. Report number of competency based trainings.
9. **CB #2-10 – Surge Capacity: Communication and Information Technology** - Report the redundant communications and systems used and with what agencies. Update the checklist of possible modes of emergency communication and indicate which are in use at the hospital.
10. **CB #3 – Emergency Medical Services** - Report number of auxiliary transport units available under the mutual aid plan with EMS. Report number of patients the hospital can provide triage transportation and tracking with time span.
11. **CB #4-1 – Hospital Laboratories** - Report number of hospital personnel who are trained to handle, package, and ship clinical specimens for rapid referral to reference labs as now required by federal regulations (i.e. select agent rule) and in rule out protocols. Report lab certification and number of proficiency trained lab employees. Review the checklist of common clinical laboratory supplies and update the information on those that are included in a cache to assure patients occupying surge beds will receive routine lab assessment
12. **CB # 4-2 – Surveillance** – Report the mode by which the hospital personnel notify public health of the occurrence of reportable communicable disease.
13. **CB #5 - Education and Preparedness Training** – Report the number of hospital personnel that have received competency based training programs.
14. **CB #6 – Terrorism Preparedness Exercises** - (1) List participation in 2005 by any hospital healthcare personnel in any exercises/drills that met one of the following criteria: a.) included multiple agencies, b.) included multiple jurisdictions in the District, or c.) included patients with special needs and focused on Chemical, Biological, Explosive Devices, or Nuclear scenarios.
15. **Pandemic Influenza Plan (Pan Flu)** – Develop a hospital Pan Flu Plan and provide a copy to ISDH.
16. **Budget** - Submit a budget identifying proposed use of funds by HRSA Critical Benchmark that will enhance emergency preparedness at the hospital and district.