

MAR 17 2015

20815



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-13)

Received

Instructions for completing the EDS and the Contract process.

MAR 17 2015

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.

DOA Contracts

518

CM

1. EDS Number: A70-5-0532510		2. Date prepared: 6/13/2014	
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: 61810-33100.571100		5. Account Name: ISDH DHHS Fund	
6. Total amount this action: \$11,500.00		7. New contract total: 11,500.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2015 \$11,500.00			
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.) MRC (Medical Reserve Corps) are teams comprised of medical and non-medical volunteers who are trained and vetted prior to being deployed to assist during an event. These funds will be used to ensure they are able to continue activities geared towards increasing the number of volunteers. Even medically trained volunteers must be trained on how to work within a disaster as that is very different from their daily life. Local Health Departments have no funds allocated for such activities; therefore without these funds, the MRC Units would not exist and communities around Indiana would be more vulnerable after a disaster.			
38. Justification of vendor selection and determination of price reasonableness: Funds are allocated from the Centers for Disease Control, Public Health and Emergency Preparedness grant and are intended to sustain the MRC Units in Indiana. These Units are typically housed in the Local Health Departments, the lead public health agency at the local level, and used to supplement existing resources during local public health events. The funds are distributed equally to all Units as the costs associated with running the Units in Indiana do not vary greatly based on the number of volunteers in the Unit. As the Units grow, this may change but currently the Units are still relative new so costs remain consistent.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) The PHPEP division has experienced considerable turnover in staff which has led to delays in getting the attachments for this grant approved until now.			
40. Agency fiscal officer or representative approval <i>[Signature]</i>		41. Date Approved 3/17/15	
44. Attorney General's Office approval <i>[Signature]</i>		45. Date Approved 3/24/15	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 3/24/15	
46. Agency representative receiving from AG		47. Date Approved	

AGENCY INFORMATION

14. Name of agency:
Department of Health

15. Requisition Number:
0000027297

16. Address: 2 N. Meridian Street
Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name:
Billy Brewer

18. Telephone #:
317/233-3218

19. E-mail address:
JamBrewer@isdh.in.gov

COURIER INFORMATION

20. Name:
Rebecca Chauhan

21. Telephone #:
317/234-7871

22. E-mail address:
RChauhan1@isdh.in.gov

VENDOR INFORMATION

23. Vendor ID # 0000004796

24. Name:
INDIANA UNIV

25. Telephone #:
317-274-1802

26. Address: TRUSTEES OF INDIANA UNIVERSITY
509 E 3RD ST
BLOOMINGTON, IN 47405

27. E-mail address: orateam3@indiana.edu

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 ☒ No ☐
Women: Yes ☒ No ☐
IN-Veteran: Yes ☒ No ☐

30. Primary Vendor Percentages
100.0 %

31. Sub Vendor: M/WBE/IN-Veteran
Minority: Yes ☒ No ☐
Women: Yes ☒ No ☐
IN-Veteran: Yes ☒ No ☐

32. If yes, list the %:
Minority: _____ %
Women: _____ %
IN-Veteran: _____ %

33. Is there Renewal Language in the document?
X Yes ☒ No ☐

34. Is there a "Termination for Convenience" clause in the document? X Yes ☒ No ☐

RECEIVED

MAR 24 2015

OAG-ADVISORY

79825-000

**GRANT AGREEMENT BETWEEN
THE STATE OF INDIANA
AND
A STATE EDUCATIONAL INSTITUTION
EDS# A70-5-0532510**

This Grant Agreement (the "Grant Agreement"), entered into by and between the **Indiana State Department of Health** (hereinafter referred to as "State") and **The Trustees of Indiana University** (the "State Educational Institution," an institution referred to in IC §21-7-13-32(b)), 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. Duties of the State Educational Institution.

The State Educational Institution shall **provide structure for Indiana's MRC units and increase interaction between the MRC Units and the Indiana State Department of Health.** The duties of the State Educational Institution are set forth on **Attachment A**, attached hereto and incorporated fully herein.

2. Consideration.

The State Educational Institution will be paid using the rate(s) set out on **Attachment B**. Total remuneration under this Grant Agreement shall not exceed **\$11,500**.

3. Term.

This Grant Agreement shall commence on **July 1, 2014** and shall remain in effect through **June 30, 2015**.

4. "Separateness" of Contracts between the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of "the State Educational Institution" in these Standard Conditions for Contracts between the State of Indiana and State Institutions and in any contract for professional services are specific to the department or unit of the State Educational Institution. The existence or status of any one contract between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract and shall not form the basis for termination of any other contract by either party.

5. Access to Records.

The State Educational Institution and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Grant Agreement. They shall make such materials available at their respective offices at all reasonable times during this Grant Agreement and for three (3) years from the date of final payment under this Grant Agreement, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

6. Assignment; Successors.

The State Educational Institution binds its successors and assignees to all the terms and conditions of this Grant Agreement. The State Educational Institution shall not assign or subcontract the whole or any part of this Grant Agreement without the State's prior written consent. The State Educational Institution may assign its right to receive payments to such third parties as the State Educational Institution may desire without the prior written consent of the State, provided that the State Educational Institution gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Grant Agreement and shall not be made to more than one party.

7. Audits.

The State Educational Institution acknowledges that it may be required to submit to an audit of funds paid through this Grant Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State and all applicable provision of OMB Circular A-133.

8. Authority to Bind the State Educational Institution.

The signatory for the State Educational Institution represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the State Educational Institution and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the State Educational Institution when his/her signature is affixed, and certifies that this Grant Agreement is not subject to further acceptance by the State Educational Institution when accepted by the State.

9. Compliance with Laws.

- A. The State Educational Institution 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 of any 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 State Educational Institution to determine whether the provisions of this Grant Agreement require formal modification.
- B. The State Educational Institution 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 State Educational Institution is not familiar with these ethical requirements, the State Educational Institution should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the State Educational Institution or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the State Educational Institution. In addition, the State Educational Institution may be subject to penalties under IC 4-2-6 and IC 4-2-7.
- C. The State Educational Institution certifies by entering into this Grant Agreement, that it is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The State Educational Institution agrees that

further work may be withheld, delayed, or denied and/or this Grant Agreement suspended until the State Educational Institution is current in its payments and has submitted proof of such payment to the State.

- D. The State Educational Institution warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State.
- E. If a valid dispute exists as to the State Educational Institution's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the State Educational Institution, the State Educational Institution may request that it be allowed to continue, or receive work, without delay. The State Educational Institution 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. The State Educational Institution warrants that the State Educational Institution and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as 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 further work with the State.
- G. The State Educational Institution agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that the State may bar the State Educational Institution from contracting with the State in the future and cancel existing contracts.
- H. As required by IC 5-22-3-7:
 - (1) The State Educational Institution and its principals certify that:
 - (A) the State Educational Institution, 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 State Educational Institution will not violate the terms of IC 24-4.7 for the duration of the Grant Agreement, even if IC 24-4.7 is preempted by federal law.
 - (2) The State Educational Institution and any principals of the State Educational Institution certify that an affiliate or principal of the State Educational Institution and any agent acting on behalf of the State Educational Institution or on behalf of an affiliate or principal of the State Educational Institution, except for de minimis and nonsystematic violations,
 - (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 Agreement, even if IC 24-4.7 is preempted by federal law.

10. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

- A. Publication and dissemination of the project results are of fundamental importance to both the State and the State Educational Institution. The State Educational Institution is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Grant Agreement for its own internal instructional and research, or publication (i.e. graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article.
- B. The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the State Educational Institution in furtherance of this Grant Agreement shall be available to the State for its use and distribution at its discretion without additional charge to State. The State Educational Institution shall take such action as is necessary under law to preserve such rights in and of the State while such property is within the control and/or custody of the State Educational Institution. Full, immediate, and unrestricted access to the work product of the State Educational Institution during the term of this Grant Agreement shall be available to the State.
- C. Use of these materials, other than related to Grant Agreement performance by the State Educational Institution, that includes any reference to the State, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Grant Agreement, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. The State shall have sixty (60) days to review such requests and will respond in writing to the State Educational Institution. If the State has not responded within sixty (60) days, the request will be deemed approved.
- D. The State Educational Institution and the State agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Grant Agreement, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the input of each party.

11. Confidentiality of State Information.

The State Educational Institution understands and agrees that data, materials, and information disclosed to the State Educational Institution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, IC 5-14-3, the State Educational Institution covenants that data, material and information gathered, based upon or disclosed to the State Educational Institution for the purpose of this Grant Agreement, and specifically identified as confidential information by the State, will not be disclosed to or discussed with third parties without the prior written consent of the State.

12. Debarment and Suspension.

- A. The State Educational Institution certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any

department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means 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 State Educational Institution.

- B. The State Educational Institution certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The State Educational Institution shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.
- C. The State Educational Institution 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.

13. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Grant Agreement, the State Educational Institution may cancel and terminate this Grant Agreement and institute the appropriate measures to collect monies due up to and including the date of termination.

14. Disputes.

- A. Should any disputes arise with respect to this Grant Agreement, the State Educational Institution and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The State Educational Institution agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Grant Agreement that are not affected by the dispute. Should the State Educational Institution fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the State Educational Institution as a result of such failure to proceed shall be borne by the State Educational Institution, and the State Educational Institution shall make no claim against the State for such costs.

- C. If a party to the Grant Agreement 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 State Educational Institution 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 State Educational Institution of one or more invoices not in dispute in accordance with the terms of this Grant Agreement will not be cause for the State Educational Institution to terminate this Grant Agreement, and the State Educational Institution may bring suit to collect these amounts without following the disputes procedure contained herein.

15. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Grant Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Grant Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Grant Agreement.

16. 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, this Grant Agreement 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.

17. 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.

18. HIPAA Compliance.

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State Educational Institution 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 Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement 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 Grant Agreement shall terminate. If so terminated, the State Educational Institution shall return or destroy all protected health information received from, created or received by the State Educational Institution on behalf of the State. The State Educational Institution shall retain no copies of such information in any form if feasible. If not feasible, the State Educational Institution bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

19. FERPA Compliance.

If the State Educational Institution is an "educational agency or institution" as that term is defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99.1, and this Grant Agreement involves "personally identifiable information," as defined at 34 CFR 99.3, the State Educational Institution covenants that it will appropriately safeguard from unauthorized disclosure to third parties any "personally identifiable information" with respect to a student.

20. Independent Contractor; Workers' Compensation Insurance.

The State Educational Institution is performing as an independent entity under this Grant Agreement. No part of this Grant Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. 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. The State Educational Institution shall provide all necessary unemployment and workers' compensation insurance for the State Educational Institution's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Grant Agreement.

21. Information Technology Accessibility.

The State Educational Institution specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by the Indiana Office of Technology (IOT) in advance. The State may terminate this Grant Agreement for default if State Educational Institution fails to cure a breach of this provision within a reasonable time.

22. Minority and Women's Business Enterprises Compliance. - Deleted

23. 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 State Educational Institution covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant Agreement 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's 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, State Educational Institution certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Grant Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the State Educational Institution or any subcontractor.

The State Educational Institution understands that the State is a recipient of federal funds, and therefore, where applicable, State Educational Institution and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246, which are incorporated herein by specific reference.

24. 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.

25. Taxes.

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

26. Indiana Veteran's Business Enterprise Compliance. - Deleted

27. 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.

28. Work Standards.

The State Educational Institution shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Grant Agreement, the State may request in writing the replacement of any or all such individuals.

29. Federal and State Third-Party Contract Provisions.

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

30. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant Agreement, it shall be sent 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 State Educational Institution shall be sent to:

The Trustees of Indiana University
ATTN: Grant Services
509 E. 3rd Street
Bloomington, IN 47401

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

31. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) attachments prepared by the State, (3) Invitation to Apply for Grant, (4) State Educational Institution's Grant Application, and (5)

attachments prepared by the State Educational Institution. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

32. Payments.

A. All payments shall be made 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 State Educational Institution in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant Agreement except as permitted by IC 4-13-2-20.

B. If State Educational Institution is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), State Educational Institution agrees that if it fails to perform the maintenance required under this Grant Agreement, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. All accounts will be closed sixty (60) days after the end of the Grant Agreement period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

33. Progress Reports.

A. The State Educational Institution shall submit progress reports to the State upon request, unless specified otherwise in **Attachment A**. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule and that completion can be reasonably assured on the scheduled date.

B. 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 State Educational Institution. Sanctions may include, but are not limited to, suspension of payments under this Grant Agreement and/or 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.

34. Renewal Option.

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 agreement.

35. Termination for Convenience.

This Grant Agreement may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the State Educational Institution of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The State Educational Institution shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of

termination. The State Educational Institution shall be compensated for services herein provided but in no case shall total payment made to the State Educational Institution exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

36. 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.

37. State Boilerplate Affirmation Clause.

The State Educational Institution affirms that it has not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2013 OAG/ IDOA *Professional Services Contract Manual – State Educational Institution*) in any way except for the following clauses which are named below:


- Access to Records
- Consideration
- Debarment and Suspension
- Federal and State Third-Party Contract Provisions
- HIPAA Compliance
- Indiana Veteran's Business Enterprise Compliance
- Minority and Women's Business Enterprises Compliance
- Notice to Parties
- Order of Precedence; Incorporation by Reference
- Payments
- Progress Reports
- Renewal Option
- Travel
- Termination for Convenience

Non-Collusion and Acceptance

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

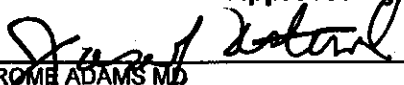
In Witness Whereof, State Educational Institution and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the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

Accepted By:


TRISHA ADAMS
MANAGER, GRANT SERVICES
THE TRUSTEES OF INDIANA UNIVERSITY

DATE: 3/10/15

Recommended and Approved By:


JEROME ADAMS MD (for)
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 3/17/15

Approved By:

N/A
CHRIS MICKENS
CHIEF INFORMATION OFFICER
INDIANA OFFICE OF TECHNOLOGY


DATE: _____

Approved By:

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


DATE: _____

Approved By:


JESSICA ROBERTSON (for)
COMMISSIONER
INDIANA DEPARTMENT OF ADMINISTRATION

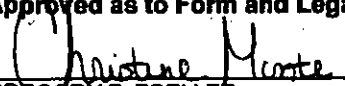
DATE: 3.17.15

Approved By:


BRIAN E. BAILEY (for)
DIRECTOR
STATE BUDGET AGENCY

DATE: 3/24/15

Approved as to Form and Legality:


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

DATE: 3/24/15

ATTACHMENT A
Budget Period 3 (7/1/14-6/30/15)
ISDH Medical Reserve Corps Grant

The Medical Reserve Corps (MRC) Factors For Success have been developed to serve as national MRC standards. These factors are the basis for the local medical reserve corps. This opportunity is supported by The Centers for Disease Control & Prevention (CDC) Public Health Emergency Preparedness (PHEP) Grant. The CDC has 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.

Activities to be conducted during the term of this grant agreement are intended to provide structure for Indiana's MRC units and increase interaction between the MRC Units and the Indiana State Department of Health. The requirements are broken into two categories; those designed to maintain the status as an MRC Unit recognized by the Division of Civilian Volunteer Medical Reserve Corps (DCVMRC) and those activities focused on growth or future sustainment of the Unit. For Budget Period 3 (BP3), Grantees will be asked to focus on tasks related to the maintenance of MRC Status and the growth of the MRC unit through one of the three projects below that has 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 MRC maintenance and sustainability activities for purposes of this grant agreement:

MAINTAIN MRC STATUS:

- Complete a pre-survey. Web link to the survey will be sent to the MRC unit leader through e-mail and the survey must be completed on or before **September 30, 2014**.
- Retake the survey on or prior to **March 31, 2015**. These results will be compared to pre-survey to document unit progress and growth, as well as shape future budget period focus areas.
- National MRC Profiles must be updated quarterly including all recent activities and contact information (Administrative and volunteer management tasks are included as

activities). The MRC Profiles will be reviewed by the State Coordinator at the end of each quarter.¹

- MRC Unit Leader must assign at least one back up MRC unit leader. The contact information for this individual will be collected on the pre-survey.
- Unit Leader or back-up leader attends all bi-annual Statewide MRC Meetings.
- Unit Leader or back-up leader participates in all monthly MRC conference calls hosted by the MRC State Coordinator.
 - If unit leader is not available to participate a unit representative should be assigned and this action should be communicated with the MRC State Coordinator prior to the meeting.
- If permitted by your leadership, attend Regional MRC Unit Meeting – date and location TBD.
- Hold meetings for MRC volunteers at least twice during the grant period.
 - Meeting invitations will be sent to volunteers and partners with ample notice. To verify that ample notice was provided, please copy the MRC State Coordinator and ISDH District Public Health Preparedness and Emergency Response (PHPER) Team Member on the meeting invitation.
 - Agenda and sign-in sheets are to be submitted to MRC State Coordinator.
***No MRC BP3 funds will be spent before the first meeting is held and supporting documents are received.**

SUSTAINMENT OF THE UNIT:

Unit Leaders select at least one of three project areas, listed below from MRC Unit Factors For Success (FFS). Projects will be due March 31, 2015. This project must be different than one you completed in a previous budget period. More detail is set forth in the document, Division of Civilian Volunteer Medical Reserve Corps: Factors For Success:

<https://medicalreservecorps.gov/FactorsForSuccess>

1. FFS 5 & 10: Develop procedures for volunteer recruitment. Also, develop and implement a volunteer retention and recognition program for your MRC unit.
2. FFS 7 & 11: Develop a written training plan and train volunteers in accordance to this plan. Also, develop and implement strategies for risk management.
3. FFS 8 & 9: Develop policies and procedures for volunteer utilization. Also, develop policies and procedures for unit administration.

¹ 1st quarter 7/1/14 - 9/30/14; 2nd quarter 10/1/14-12/31/14; 3rd quarter 1/1/15-3/31/15; 4th quarter 4/1/15-6/30/15

Budget Period 3 (BP3) Additional Requirements

- 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 notification drills during the grant year. The Grantee shall document the total number of volunteers successfully contacted, 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 District PHER Team Member within 30 days of completing each drill.●
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**.
- 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 ISDH DISTRICT PHER TEAM MEMBER. 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.

"Reference to the Federal Information Security Management Act: The Contractor and the State agree that the Contractor is not collecting, storing, processing, Transmitting, or

using information on behalf of the Department of Health and Human Services in carrying out the duties specified in this scope of work (Attachment A)."

Attachment B

Federal grant funds have been awarded by the Centers for Disease Control & Prevention to provide **\$5,000** to Grantee to further Medical Reserve Corps (MRC) Unit sustainment and growth. **All expenses claimed for reimbursement by Grantee must directly support the achievement of Capability 15: Volunteer Management.**

If funds are received by Grantee through this grant agreement without all grant requirements being met by the expiration of this grant agreement or the due dates otherwise noted herein, the ISDH may withhold reimbursement or sanction the Grantee pursuant to the "Payment of Grant Funds by the State" clause in this grant agreement.

This budget must be approved by both the Public Health Preparedness & Emergency Response (PHPER) Division Director and the ISDH Chief Financial Officer. All budgeted items for this grant must tie directly to the sustainment and development of your MRC volunteers.

ISDH will provide the (categorical) budget proposal template to Grantee. Expense categories include: salary and fringe, services other than personnel, in-state travel, supplies, equipment and contractual costs.

Equipment expenses incurred prior to budget approval will not be reimbursed. Grantee shall procure and claim all funds allocated to the Supplies and Equipment categories in their approved budget by April 30, 2015. The approved budget may be revised, if necessary, with written approval by ISDH. All budget revisions requests shall be submitted to ISDH on or before April 30, 2015.

If Grantee has confirmed spending intentions through the grant year, but if funding remains at year end, future grant awards to Grantee may be reduced. This is a cost reimbursement agreement. All claims must follow the protocol outlined by ISDH. All funds unexpended by the Grantee at yearend will revert and are unavailable for carryover.

The Grantee must maintain copies of all source documentation for reimbursements claimed based on Federal and State retention schedules. A copy of this documentation will be submitted to the State within 60 days of the expenditure.

****All services and activities reflected in the budget must be completed by June 30, 2015****

****Final invoice submission is due on or before July 24, 2015****

Budget Summary Proposal for ISDH BP3 MRC Grant

For ISDH Internal Use Only: **Budget**
Approval Date: _____
Balance of Funds to Be Allocated: \$11,600.00 **Grant Period:** 07/01/2014 - 03/30/2015

MRC Unit Name:	Claims Contact Name: Marie Amborn
Name of MRC Unit Contact Person: Diane Mack, CEM & Carlos Garcia	Claims Contact Phone Number: 812-856-2004
MRC Contact Phone #: 317-274-8108	Is the Claims Contact an Employee or a Contractor? Employee
MRC CONTACT EMAIL: dinmack@iu.edu / cgarcia@iu.edu	Claims Contact email: mamborn@indiana.edu
MRC@IUPUI	NOTE:

Grantees are required to submit a preliminary budget proposal to the ISDH/PHPER Division (via SERV-BUDGET@iu.edu) showing how the grantee intends to use the funding provided through the grant agreement. After full execution of the Grant/Contract, the MRC Unit will submit to ISDH/PHPER Division (via SERV-BUDGET@iu.edu) 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 MRC Unit 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 MRC Unit or local health department, please describe those circumstances and explain whether there will be any cost sharing involved in the justification sections of the template. The cost sharing proposed should be proportional to the benefit for each organization.

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 July 9, 2014. FINAL budget revisions must be submitted on or before May 1, 2015. ALL funds allocated to Supplies and Equipment MUST be spent and claimed by NO later than April 30, 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:

No personnel will be paid from this grant.

Fringe Benefits

\$0.00

**Costs within this category may include allocation of employee health insurance, life insurance, employer RCA for time worked on grant specific services and activities.*

None

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.*

None

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/doe/2430.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 6/01/11, is \$0.44 per mile.*

None

Supplies

\$3,739.00

**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.*

Printing of brochures for recruiting and meetings (\$450); Keyboard covers (\$380) and VGA and Digital AV Adapters for iPads (\$774); for use during exercises, events, and training sessions; Incident Command Boards and related items (\$500); Recognition items for services, development of expert de corps, and recruiting (\$184); Also medical training items (\$56); General consumables (paper, printing cartridges, etc.) (\$720).

Equipment

\$6,261.00

**This category includes any material purchases, 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).*

5 iPads for all PH/volunteer personnel for preparedness presentations and training on campus prior to an incident, during and for exercises, and for communication, documentation, and just-in-time training of personnel during an incident (\$4,761). Two portable projectors to work with iPads for training, presentations, and incident responses (\$1,500) (using the connection listed above in the Supplies section).

Contractual Costs

\$1,500.00

**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 MRC Unit including professional and consulting services.*

Exercise Planning and associated costs for one POD exercise (\$1,500).

TOTAL Budget Request

\$11,600.00

P.10f2

Attachment C
**C.F.D.A. Title: Hospital Preparedness Program (HPP) and Public Health Emergency
Preparedness (PHEP) Aligned Cooperative Agreements**
EDS# A70-5-0532510

**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 #: 5U90TP000521-03

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>.

Attachment C
C.F.D.A. Title: Hospital Preparedness Program (HPP) and Public Health Emergency
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EDS# A70-5-0532510

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>.

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.

Attachment C
C.F.D.A. Title: Hospital Preparedness Program (HPP) and Public Health Emergency
Preparedness (PHEP) Aligned Cooperative Agreements
EDS# A70-5-0532510

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

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

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