

FEB 21 2013

18407



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

**Received**

Instructions for completing the EDS and the Contract process.

FEB 25 2013

**IDOA Contracts**

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.

419  
PT

1. EDS Number: A70-3-106072	2. Date prepared: 10/24/2012
--------------------------------	---------------------------------

**3. CONTRACTS & LEASES**

<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

**FISCAL INFORMATION**

4. Account Number: 61910-94000.583110	5. Account Name: ISDH DHHS Fund
6. Total amount this action: \$19,253.00	7. New contract total: 19,253.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2013	\$19,253.00
Year	\$
Year	\$
Year	\$

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 1/1/2013	12. To (month, day, year): 12/31/2013
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP#	<input checked="" type="checkbox"/> Negotiated
	<input type="checkbox"/> Special Procurement
	<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):

410 IAC 1-2.3

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

To provide directly observed therapy (DOT) services and directly observed preventive therapy (DOPT) for high-risk tuberculosis contacts, augmenting the TB services available in Allen County.

38. Justification of vendor selection and determination of price reasonableness:

TB funds from the Centers for Disease Control and Prevention are being awarded due to the growing complexity of TB case management and the need to provide additional surveillance and containment activities. The vendor is located in the area being served.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

**RECEIVED**

MAR 05 2013

**OAG-ADVISORY**

40. Agency fiscal officer or representative approval: <i>Erin Muller</i>	41. Date Approved: 2/20/13	42. Budget agency approval: <i>[Signature]</i>	43. Date Approved: 2/1/13
44. Attorney General's Office approval: <i>PRT</i>	45. Date Approved: 3/5/2013	46. Agency representative receiving from AG: <i>[Signature]</i>	47. Date Approved:



67502-000

# REQUISITION

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

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

Requisition No.	Date	Required Date	Page
0000020466	01/15/2013		1 of 1
Fund/Account:	61910 / 583110		
Dept Number:	195106		
Project Number:	400361014030013		
Requisition Number:	0000020466		
Requestor:	GALLEN Allen, Gary-400		
Agency Number:	00400 Department of Health		
Facility:			

## MUST COMPLETE FOR ICPR

☐ Print REQ  
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		The vendor is locted in the area being served. Grant TB 195-5, 1/1/13-12/31/13	1.0000	LO	19,253.0000	19,253.00

Vendor: 0000075752 ALLEN CTY TREASURER

<< To provide directly observed therapy (DOT) services and directly observed prevention therapy (DOPT) for high-risk tuberculosis contacts, augmenting the TB services available in Allen County.

Contract date 1/1/13-12/31/13

Contract amount \$19,253.00

EDS# A70-3-106072

Fund 61910

Account 583110

Program 94000

Project 400361014030013

Activity RECIPNT >>

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

Requisition Total \$ 19,253.00

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

**GRANT AGREEMENT  
EDS # A70-3-106072**

*cl*

**61910-583110-400361014030013**

**TB 195-5**

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

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

The purpose of this Grant Agreement is to enable the State to award a grant from the State of Indiana's Federally Funded Tuberculosis Cooperative Grant Fund of \$19,253 to the Grantee for eligible costs of the project (the "Project") or services as described in Attachments A, B, and C of this Grant Agreement, which is attached hereto and incorporated herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant and in conformance with Notice of Grant Award Number 5U52PS500520-31 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement to provide directly observed therapy (DOT) services and directly observed preventive therapy (DOPT) for high-risk tuberculosis contacts, augmenting the TB services available in Allen County as described fully in Attachments A, B, and C and for no other purpose.

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

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over the operations of the Grantee.
- C. The undersigned also certifies that it and its principals:
  - 1. Have not within a three year-period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust 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) terminated for cause or default.
  3. Have not within a three-year period preceding this certification had a one or more public transactions (Federal, State or local) terminated for cause or default.
- D. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this Contract.

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

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

**4. Term.**

This Grant Agreement shall commence on **January 1, 2013**, (the Commencement Date) and shall remain in effect through **December 31, 2013**, (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.

**5. Grant Funding.**

- A. The State shall fund this grant in the amount of **\$19,253**. The approved Project Budget is set forth as **Attachment A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

## **6. Payment of Claims.**

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 20 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

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

A. whether Project activities are consistent with those set forth in **Attachments A, B, and C** and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment A** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

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

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

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

D. The Grantee must use internal controls that assure: 1) the reliability of financial information and records; 2) effectiveness and efficiency of operations; 3) proper execution of management's objectives; and 4) compliance with laws and regulations. Sufficient internal controls include but are not limited to segregation of duties and safeguarding controls over cash, other assets, and information processing.

E. Upon written demand by the State, the Grantee will repay the State all money paid during any period of time when an audit showed inadequate fiscal documentation.

- F. If the State finds an audit exception, it may set off the amount against current or future allowable invoices, demand a cash payback, withhold payment of current invoices, or avail itself of any combination of the above remedies.

**9. Compliance with Laws.**

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:

- (1) The Grantee and any principals of the Grantee certify that:
  - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
  - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and



E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

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

#### **11. Employment Eligibility Verification.**

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

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

#### **12. Funding Cancellation.**

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

#### **13. Governing Law.**

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

#### **14. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29

U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**15. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

**16. Notice to Parties.**

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

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

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

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

Fort Wayne/Allen County Health Department  
ATTN: Mindy Waldron  
Administrator  
200 E. Berry Street, Suite 360  
Fort Wayne, IN 46802-1810

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

**17. Order of Precedence.**

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

**18. Termination for Breach.**

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**19. Termination for Convenience.**

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

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

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

**21. Amendments.**

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

**22. Authority to Bind.**

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

**23. Confidentiality Of State Information.**

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

The parties acknowledge that the services to be performed by the Grantee for the State under this Grant Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by the Grantee, the Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant Agreement.

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

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

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

competent jurisdiction.

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

**25. Federal Funding Information and Compliance.**

- |   |  |
|---|--|
| a) C.F.D.A. Title – Tuberculosis<br>Elimination and Laboratory Cooperative<br>Agreement | d) Award No. 5U52PS50020-31  |
| b) C.F.D.A No. 93.116   | e) Award Year – 01/01/13 to 12/31/13   |
| c) Award Name – Tuberculosis Elimination<br>and Laboratory Cooperative Agreement        | f) Federal Agency – Department of Health &<br>Human Services, Public Health Service,<br>Centers for Disease Control & Prevention |

In grants funded by the United States federal government, the Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96, where applicable.

**26. 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.

**27. Federal Lobbying Requirements.**

Grantee is prohibited from using funds from this grant to engage in any lobbying activity. Specifically, no part of the federal award shall be used to pay the salary or expenses of any grant recipient, subrecipient, or agent acting for such recipient or subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body.

Restrictions on lobbying activities described above also specifically apply to lobbying related to any proposed, pending, or future Federal, state, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

This prohibition includes grass roots lobbying efforts that are directed at inducing members of the public to contact their elected representatives to urge support of, or opposition to, proposed or pending legislation, appropriations, regulations, administrative actions, or Executive Orders

(hereinafter referred to collectively as "legislation and other orders"). Further prohibited grass roots lobbying communications could also encompass any effort to influence legislation through an attempt to affect the opinions of the general public or any segment of the population if the communications refer to specific legislation and/or other orders, directly express a view on such legislation or other orders, and encourage the audience to take action with respect to the matter. In accordance with applicable law, direct lobbying communications are also prohibited. Direct lobbying includes any attempt to influence legislative or other similar deliberations at all levels of government through communications that directly express a view on proposed or pending legislation and other orders and which are directed to members, staff, or other employees of a legislative body or to government officials or employees who participate in the formulation of legislation or other orders.

Lobbying prohibitions also extend to funds used for conferences. Federal funds cannot be used directly or indirectly to encourage participants in such conferences to impermissibly lobby. However, these prohibitions are not intended to prohibit all interaction with the legislative or executive branches of governments, or to prohibit educational efforts pertaining to public health that are within the scope of work. For state, local, and other governmental grantees, certain activities falling within the normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government are permissible. There are circumstances for such grantees, in the course of such a normal and recognized executive-legislative relationship, when it is permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, such communications cannot directly urge the decision makers to act with respect to specific legislation or expressly solicit members of the public to contact the decision makers to urge such action.

Many non-profit grantees, in order to retain their tax-exempt status, have long operated under settled definitions of "lobbying" and "influencing legislation." These definitions are a useful benchmark for all non-government grantees, regardless of tax status. Under these definitions, grantees are permitted to (1) prepare and disseminate certain nonpartisan analysis, study, or research reports; (2) engage in examinations and discussions of broad social, economic, and similar problems in reports and at conferences; and (3) provide technical advice or assistance upon a written request by a legislative body or committee.

Grantee shall not use funds from this grant to develop and/or disseminate materials that exhibit all three of the following characteristics: (1) refer to specific legislation or other order; (2) reflect a point of view on that legislation or other order; and (3) contain an overt call to action.

Grantee may use funds from this grant to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; foster coalition building and consensus on public health initiatives; provide leadership and training; and foster safe and healthful environments.

Note also that under the provisions of 31 U.S.C. Section 1352, Grantee (and their sub-tier contractors and/or funded parties) are prohibited from using funds from this grant in connection with the award, extension, continuation, renewal, amendment, or modification of the funding mechanism under which monetary assistance was received. In accordance with applicable regulations and law, certain covered entities must give assurances that they will not engage in prohibited activities.

Use of federal funds inconsistent with these lobbying restrictions could result in disallowance of the cost of the activity or action found not to be in compliance as well as potentially other enforcement actions as outlined in applicable grants regulations.

ISDH cautions recipients of federal funds to be careful not to give the appearance that federal funds are being used to carry out activities in a manner that is prohibited under Federal law. Recipients of federal funds should give close attention to isolating and separating the appropriate use of federal funds from non-federal funds.

#### **28. Indemnification.**

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

#### **29. Independent Contractor.**

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

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

#### **30. Licensing Standards.**

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

#### **31. Ownership of Documents and Materials.**

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

and unrestricted access to the work product during the term of this Grant Agreement.

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

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

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

**33. Remedies Not Impaired.**

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

**34. HIPAA Compliance.**

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

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

**35. 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.

**36. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not



be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

**37. Waiver of Rights.**

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

**38. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2012 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Audits and Maintenance of Records  
HIPAA Compliance  
Implementation of and Reporting on the Project  
Order of Precedence  
Payment of Claims  
Project Monitoring by the State  
Representations and Warranties of the Grantee

**Non-Collusion and Acceptance**

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

---

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

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

**Accepted By:**

Mindy Waldron  
MINDY WALDRON  
ADMINISTRATOR  
FORT WAYNE/ALLEN COUNTY HEALTH  
DEPARTMENT

DATE: 2-13-13

**Attested By:**

Tera K. Klutz  
TERA KLUTZ  
AUDITOR  
ALLEN COUNTY

DATE: 2/13/13

**Recommended and Approved By:**

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

DATE: 2/20/13

**Approved:**

Robert D. Wynkoop for  
ROBERT D. WYNKOOP, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 2.25.13

**Approved:**

Christopher D. Atkins for  
CHRISTOPHER D. ATKINS, DIRECTOR  
OFFICE OF MANAGEMENT AND BUDGET  
STATE OF INDIANA

DATE: 3/1/13

**Approved as to Form and Legality:**

Gregory F. Zoeller for  
GREGORY F. ZOELLER  
ATTORNEY GENERAL OF INDIANA

DATE: 3/5/2013

**Attachment A**  
**A70-3-106072**  
**Fort Wayne- Allen County Health Department**

**PURPOSE OF GRANT AGREEMENT:**

To provide directly observed therapy (DOT) services and directly observed preventive therapy (DOPT) for high-risk contacts, augmenting the TB services available in Allen County beginning January 1, 2013 and ending December 31, 2013. Seventy-five (75) percent of this grant will be included in this contract with the remaining percentage—minus any rescissions due to CDC funding cuts to the 2013 TB Cooperative Agreement— will become available by amendment in September 2013.

**SERVICE RECIPIENTS:**

Individuals living in Allen County -- especially refugees.

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

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL RATE FY 2013	75% of Annual Budget
A part-time Community Health Workers (CHWs) will be responsible for delivering and observing the ingestion of medications, observing, and collecting sputum samples, assisting with contact investigation, educating clients, and arranging for transport as needed to medical appointments related to TB care. TB Community Health Workers may assist local health department TB case management activities.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.	\$22,620	\$16,965
The CHWs interact with and perform Directly Observed Therapy/Directly Observed Preventive Therapy (DOT/DOPT) with TB patients to promote adherence to medical regimens, thus assuring continuity and completion of therapy.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		

Programs and seminars attended by the CHWs will have a TB/HIV element. HIV counseling and testing will be offered to clients followed through this project.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		
Activities shall supplement, not supplant the local TB activities necessary for case management, control and prevention of TB in the designated area.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		
Each CHW will submit <i>The Tuberculosis Outreach Quarterly Report</i> (See ATTACHMENT B) to the Allen TB Program Coordinator and the local supervisor who will sign and address any barriers or problems encountered. A copy of the Report should be sent to the State TB Control Program.	All reports are due by the 10 <sup>th</sup> of the month following the end of each quarter. April 10, 2013 July 10, 2013 October 10, 2013 December 31, 2013		
The TB outreach services provided through this Grant Agreement shall be in accordance with Tuberculosis Program Objectives established by the Indiana State Department of Health (See ATTACHMENT C).	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		
There will be one Outreach Worker meeting for the CHWs and one Regional meeting during the Grant Agreement Period. Attendance is required.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		
TB Control Program will participate in monthly case/cohort reviews (when requested) via teleconference or in-person	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols		

Each CHW must complete, or show proof of having completed, an approved course in <i>HIV Prevention Counseling</i> .	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		
Each CHW should be available on an as-needed basis to assist in outbreak situations in other geographical areas of the State.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols. Payment will be held until reports are submitted.		
<b>Total Salary Costs</b>		<b>22,620</b>	<b>16,965</b>
<b>Fringe Benefits</b>		<b>1,730.43</b>	<b>1,297.82</b>
<b>Travel</b>		<b>1,320</b>	<b>990</b>
<b>Total Grant Agreement</b>		<b>\$25,670.43</b>	<b>19,252.82</b>
<b>Total Grant (rounded)</b>		<b>\$25,671.00</b>	<b>19,253.00</b>

- **Salary:** Part-time Community Outreach Workers for twelve months @\$22,620 (vacant)
- Fringe Benefits (FICA) = \$1,730.43
- **Travel for DOT/DOPT Visits** (3,000 @ 0.44/mile) = \$1,320  
Travel expenditures will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate being paid by the State of Indiana, whichever is the lesser.
- **Invoices:**  
Payment shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. All invoices must be submitted on a monthly basis and accompanied by written documentation of actual expenditures for all claimed items. The Grantee will be paid monthly for hours worked and the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoice.

Allen County Health Department may augment this grant by providing any additional salary or benefits not covered, travel and other activities and expenses related to the delivery of DOT/DOPT.

**Attachment B**  
**A70-3-106072**  
**Tuberculosis Outreach**  
**Quarterly Report**  
**2013**

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

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

1 <sup>st</sup> Quarter: 01/01/13 thru 03/31/13	Due: April 10, 2013
2 <sup>nd</sup> Quarter: 04/01/13 thru 06/30/13	Due: July 10, 2013
3 <sup>rd</sup> Quarter: 06/30/2013 thru 09/30/13	Due: October 10, 2013
4 <sup>th</sup> Quarter: 10/01/2013 thru 12/31/2013	Due: December, 31, 2013

**GRANTEE: Allen County Health Department**

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

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

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

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

ISDH Use Only	
Date Received:	Reviewed by:

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

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

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

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

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

---



---



---



---



---



---

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

---



---



---



---



---



---



---



---



**ATTACHMENT C**  
**A70-3-106072**  
**TB Grant Objectives**

- 1) By 12/31/2013, 91% of TB patients from 2010 for whom therapy of one year or less is indicated will have completed therapy within twelve (12) months.
- 2) By 12/31/2013, contacts will be identified for at least 98.6% of all sputum AFB smear-positive TB cases.
- 3) By 12/31/2013, ensure that at least 85% of contacts to sputum AFB smear-positive TB cases will be evaluated for TB infection and disease.
- 4) By 12/31/2013, at least 77.5% of infected contacts from 2011 will be started on treatment for latent TB infection
- 5) By 8/15/2013, at least 73% of infected contacts from cohort year 2010, which were started on treatment for latent TB infection, will complete therapy.
- 6) By 12/31/2013 ensure that 55 % of TB cases with a positive sputum culture have documented conversion to a negative culture within 60 days of starting treatment.
- 7) By 12/31/2013 ensure that 94 % of TB cases 12 years and older with a pleural or respiratory site of disease have a documented sputum culture report.
- 8) By 12/31/2013, ensure that drug-susceptibility testing is performed on 98.5% of TB patients with initial positive cultures.
- 9) By 12/31/2013, HIV status will be known for at least 78% of all adult TB patients.
- 10) Continue to reduce the incidence of TB in foreign-born persons each year to meet the target of 17.5 cases /100,000 by 2013.
- 11) Continue to reduce the incidence of TB in U.S.-born African-Americans each year to meet the target of 3.4 cases /100,000 by 2013.
- 12) Continue to reduce the incidence of TB for children younger than 5 years of age each year to meet the target of 1.0 case /100,000 by 2013.

**Attachment D**  
**Tuberculosis Elimination and Laboratory Programs**

**1. INCORPORATION**

Funding Opportunity Announcement (FOA/Program) Number PS10-1005 entitled Tuberculosis Elimination and Laboratory Programs is made a part of this agreement by reference.

This award is based on the application submitted to, and as approved by, Centers for Disease Control and Prevention on the above titled project 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 as provided by SEC 301(A), SEC 317 PHS ACT AS AMENDED (42 U.S.C. 247B-6) and all other referenced codes and regulations.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96 (Block Grants) as applicable.
- d. 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 <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>.)

HHS recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

**2. NOTICE TO Awardees: PUBLIC PERFORMANCE HEALTH FUND (PPHF)**

Place an "X" below to indicate whether or not the PPHF requirements apply to this award:

( ) PPHF FUNDS ARE USED IN FUNDING THIS AWARD

\_\_\_\_\_ % of this award is made with PPHF funds (\$\_\_\_\_\_)

( X ) NO PPHF FUNDS ARE USED

PPHF funds must be separately tracked and reported. PPHF funds must be used in support of approved PPHF activities in the FOA and/or this agreement. Funds cannot be used to support non-PPHF activities and cannot be commingled with any other funds.

**3. MEDICARE AND MEDICAID ANTI-KICKBACK STATUTE – 42 U.S.C. 1320A - 7B(B)**

Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

- (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce

such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR.

- (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

#### **4. LIMITED ENGLISH PROFICIENCY**

Executive Order 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at

<http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>

#### **5. TRAFFICKING VICTIMS PROTECTION ACT**

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>.

#### **6. ACCESSIBILITY OF SERVICES**

To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/ocr/civilrights/understanding/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 80). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

#### **7. FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA):**

All information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with CDC grants. Congress and the 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. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

FISMA applies only when awardees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of this data, subject to all applicable laws protecting security, privacy, and research. If and when information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the EGovernment Act of 2002 Pub. L. No. 107-347, please review the following website:  
<http://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>

## **8. UNIVERSAL IDENTIFIER REQUIREMENTS**

Contractor must obtain a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS). The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. If Contractor does not have a DUNS number, Contractor should complete the **US D&B D-U-N-S Number Request Form** or contact Dun and Bradstreet by telephone directly at 1-866-705-5711 (toll-free) to obtain one. A DUNS number will be provided immediately by telephone at no charge. Note this is an organizational number. Individual Program Directors/Principal Investigators do not need to register for a DUNS number.

## **9. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS**

Additionally, Contractor must register in the System for Award Management (SAM) and maintain the registration with current information until a final financial report is submitted or the final payment is received, whichever is later. SAM is the primary registrant database for the Federal government and is the repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site at [www.sam.gov](http://www.sam.gov).

This served as official notification that no organization may receive a subaward under the federal grant unless the organization has provided its DUNS number to the State.

Contractor must maintain the accuracy/currency of your information in the System for Award Management (SAM) at all times during which your entity has an active award unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. According to the SAM Website, it can take 24 hours or more for updates to take effect. Recipients may view the SAM Registration Status by visiting [www.sam.gov](http://www.sam.gov) and utilizing the Search Records function. The SAM website provides user guides, renewal screen shots, FAQs and other resources you may find helpful.

Important Notice: The General Services Administration moved from CCR to the System for Award Management (SAM) at the end of July 2012.

## **10. NON-DELINQUENCY on FEDERAL DEBT**

The Federal Debt Collection Procedures Act of 1990 (Act), 28 U.S.C. 3201(e), provides that an organization or individual that is indebted to the United States, and has a judgment lien filed against it, is ineligible to receive a Federal grant. The State cannot enter into an agreement unless the Contractor certifies, by means of his/her signature on the application, that the

organization (or individual) is not delinquent in repaying any Federal debt. If the Contractor discloses delinquency on a debt owed to the Federal government, the State may not enter into an agreement until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, the State will take that delinquency into account when determining whether the applicant would be a responsible contractor.

#### **11. PUBLICATIONS:**

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

*This publication (journal article, etc.) was supported by the U52PS500520 from Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.*

#### **12. 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. However, consistent with State of Indiana policy, a lower threshold of \$500 acquisition cost has been established.

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

- i. Office of Management and Budget (OMB) Circular A-110, Sections 31 through 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations. For additional information, please review the following website:  
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>
- ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. For additional information, please review the following website listed:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr92\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html)

#### **13. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY (FFATA):**

Place an "X" below to indicate whether or not the FFATA requirement applies to this award:

( ☐ ) FFATA DOES APPLY. THE AWARDEE MUST FOLLOW THIS SECTION

( ☒ ) FFATA DOES NOT APPLY – THE AWARDEE MAY SKIP THIS SECTION

Pursuant to A-133 (see § 205(h) and § 205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT of 2006:**

Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires full disclosure of all entities and organizations receiving Federal funds including grants, contracts, loans and other assistance and payments through a single publicly accessible Web site, USASpending.gov. The Web site includes information on each Federal financial assistance award and contract over \$25,000, including such information as:

1. The name of the entity receiving the award
2. The amount of the award
3. Information on the award including transaction type, funding agency, etc.
4. The location of the entity receiving the award
5. A unique identifier of the entity receiving the award: and
6. Names and compensation of highly-compensated officers (as applicable)

Compliance with this law is primarily the responsibility of the Federal agency. However, two elements of the law require information to be collected and reported by recipients: 1) information on executive compensation when not already reported through the Central Contractor Registry; and 2) similar information on all sub-awards/subcontracts/consortiums over \$25,000.

For the full text of the requirements under the Federal Funding Accountability and Transparency Act of 2006, please review the following website: [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109\\_cong\\_bills&docid=f:s2590enr.txt.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_bills&docid=f:s2590enr.txt.pdf)

**14. ADDITIONAL REQUIREMENTS:**

The Additional Requirements that apply to this grant or contract are indicated below.

If this is a CDC-funded award, the full text of the Additional Requirements (AR) may be found on the CDC web site at: [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm).

- AR-1 Human Subjects Requirements
- AR-6 Patient Care
- AR-7 Executive Order 12372 Review
- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-11 Healthy People 2010
- AR-12 Lobbying Restrictions
- AR-14 Accounting Systems Requirements

If this is a SAMHSA-funded award, the full text of the Additional Directives may be found on the SAMHSA website at: <http://www.samhsa.gov/grants/management.aspx#pr>

- Trafficking Victims Protection Act of 2000
- ACORN
- Incentives

**15. FY 2012 CONSOLIDATED APPROPRIATIONS ACT ENACTED GENERAL PROVISIONS**

Place an "X" below to indicate whether or not the Consolidated Appropriations Act requirements apply to this award:

☐ FY12 CONSOLIDATED APPROPRIATIONS ACT FUNDS ARE USED IN FUNDING THIS AWARD – THE AWARDEE MUST FOLLOW THIS SECTION

☒ NO FY12 CONSOLIDATED APPROPRIATIONS ACT FUNDS ARE USED – THE AWARDEE MAY SKIP THIS SECTION

If the box above is checked, the grant or contract is funded by the Departments of Labor, Health and Human Services, and Education Appropriations Act, Fiscal Year 2012, Public Law 112-74, and Fiscal Year 2012 funds transferred under the Patient Protection and Affordable Care Act, PL 111-148. As such, the following provisions apply.

The full text of requirements may be found on following web site:  
[http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm)

**General Provisions Title II:**

- Section 203 - Cap on Researcher Salaries
- Section 218 - Gun Control Prohibition
- Section 218 - Gun Control Prohibition
- Section 503 - Proper Use of Appropriations - Publicity and Propaganda [LOBBYING] FY2012 Enacted
- Section 253 - Needle Exchange

**General Provisions, Title IV:**

- Section 738 - Funding Prohibition – Restricts dealings with corporations with recent felonies
- Section 739 - Limitation Re: Delinquent Tax Debts - Restricts dealings with corporations with unpaid federal tax liability
- Section 433 - Funding Prohibition – Restricts dealings with corporations with recent felonies
- Section 434 - Limitation Re: Delinquent Tax Debts - Restricts dealings with corporations with unpaid federal tax liability