

19226

SEP 27 2013



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Instructions for completing the EDS and the Contract process

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

OCT 08 2013

DOA Contracts

1 EDS Number A70-4-106077	2 Date prepared 8/2/2013
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## 3. CONTRACTS &amp; 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 61810-94000 573100	5 Account Name ISDH DHHS Fund
6 Total amount this action \$21,100.00	7 New contract total 21,100.00
8 Revenue generated this action \$0.00	9 Revenue generated total contract \$0.00
10 New total amount for each fiscal year	
Year 2014	\$21,100.00
Year	\$
Year	\$
Year	\$

## TIME PERIOD COVERED IN THIS EDS

11 From (month, day, year) 8/15/2013	12 To (month, day, year) 8/14/2014
13 Method of source selection <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) <input type="checkbox"/> Special Procurement	

35 Will the attached document in data processing or telecommunications systems ( )

Yes IOT or Delegate has signed off on contract

 36 Statutory Authority (C applicable Indiana Federal Code)  
 PL 96-212 IC 12-15-2.5 IC 12-15-2.5-1

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

SH receives federal Refugee Preventative Health funds to achieve the goal of providing domestic refugee health screenings within the first 90 days of US arrival, by providing interpretation, translation, transportation, and education. Grant supports successful completion of program-critical activities for the Refugee Health Program. Grant ensures pregnant refugee women obtain & attend medical appointments, & understand the health information & recommendations given by their medical providers, all refugee children in Indiana receive needed catch up immunizations refugee parents are educated about proper nutrition for themselves & their children, all refugees with desire to quit smoking are able to discuss concerns & treatment options with their medical providers.

38 Justification of vendor selection and determination of price reasonableness

Catholic Charities of Fort Wayne South Bend has an ongoing refugee resettlement program and part of that program, this grant assists in providing services for clients of the program. Catholic Charities of Fort Wayne-South Bend is the only refugee resettlement agency in Fort Wayne/Allen County service area. ISDH has historical relationship with the vendor for the services provided, and the grant award was determined based on previous year's grant amounts.

39 If the contract submitted late please explain why (Required if more than 30 days late)

40 Agency fiscal officer or representative approval <i>[Signature]</i>	41 Date Approved 9/25/13	42 Budget agency approval <i>[Signature]</i>	43 Date Approved 10/6/13
44 Attorney General Office approval <i>[Signature]</i>	45 Date Approved 10/17/13	46 Agency representative receiving from AG	47 Date Approved



73161-000

# 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
0000023068	09/19/2013		1 of 1
<b>Fund/Account</b>	61910 / 573100		
<b>Dept Number</b>	195108		
<b>Project Number</b>	40093576HPR0014		
<b>Requisition Number</b>	0000023068		
<b>Requestor</b>	GALLEN Allen Gary-400		
<b>Agency Number</b>	00400 Department of Health		
<b>Facility</b>			

## MUST COMPLETE FOR ICPR

☐ Print REQ  
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1	1	Catholic Charities Diocese of Fort Wayne-South Bend has an existing refugee resettlement program and as part of that program this grant assists in providing services to clients of this program Catholic Charities Diocese of Fort Wayne-South Bend is the only refugee resettlement agency in Fort Wayne/Allen County service area ISDH has a historical relationship with the vendor for the services provided and the grant award was determined based on previous year's grant amounts Grant A70-4-106077 8/15/13-8/14/14	1	0000 LO	21 100 0000	21 100 00

Vendor: 0000076833 CATHOLIC CHARITIES/DIOCESE OF FT WAYNE-S

PLEASE SEE ATTACHED CONTRACT  
Contract date 8/15/13-8/14/14  
Contract amount \$21 100 00  
EDS# A70-4-106077 >

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

**Requisition Total \$ 21 100 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

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**GRANT AGREEMENT  
EDS # A70-4-106077**

**61910-573100-4003610141300  
HPR 778 1**

This Grant Agreement (this "Grant Agreement") entered into by and between the **Indiana State Department of Health (the "State")** and **Catholic Charities Diocese of Fort Wayne-South Bend Inc (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 **Health Program for Refugees Fund of \$21,100** to the Grantee for eligible costs of the project (the "Project") or services as described in Attachment A 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 90RX0219-03-00 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 **ensure pregnant refugee women obtain and attend medical appointments, understand the health information and recommendations given by their medical providers, all refugee children in Indiana receive needed catch-up immunizations, refugee parents are educated about proper nutrition for themselves and their children, all refugees with a desire to quit smoking are able to discuss concerns and treatment options with their medical providers** as described fully in Attachment A 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 Grant Agreement.

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

- A The Grantee shall implement and complete the Project in accordance with **Attachment A** Modification of the Project shall require prior written approval of the State
- B The Grantee shall submit to the State written progress reports until the completion of the Project These reports shall be submitted on a [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 Attachment A of this Grant Agreement

### **4. Term**

This Grant Agreement shall commence on **August 15 2013** (the Commencement Date) and shall remain in effect through **August 14, 2014** (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 **\$21 100** The approved Project Budget is set forth as **Attachment B** of this Grant Agreement attached hereto and incorporated herein The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State
- B The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State

## **6 Payment of Claims**

- A** Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and as required by IC §4 13-2 14 8 by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- B** Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C** The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D** Claims shall be submitted to the State within 20 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **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 **Attachment A** and the terms and conditions of the Grant Agreement

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

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

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

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

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

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

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

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

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

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

**9 Compliance with Laws**

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

- (1) The Grantee and any principals of the Grantee certify that
  - (A) the Grantee except for de minimis and nonsystematic violations has not violated the terms of
    - (i) IC §24-4-7 [Telephone Solicitation Of Consumers]
    - (ii) IC §24-5-12 [Telephone Solicitations] or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]
  - (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](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**

Catholic Charities Diocese of Fort Wayne-South Bend Inc  
ATTN Lisa Young  
Acting Executive Director  
315 East Washington Blvd  
Fort Wayne IN 46802

As required by IC §4-13-2 14 8 payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State

## **17 Order of Precedence**

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

## **18 Termination for Breach**

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

## **19 Termination for Convenience**

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

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

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

## **21 Amendments**

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

## **22 Authority to Bind**

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

## **23 Confidentiality Of State Information**

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

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

## **24 Disputes**

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

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

- D The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant will not be cause for the Grantee to terminate this

Grant and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein

**25 Federal Funding Information and Compliance Deleted**

**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  
Authority to Bind  
Confidentiality of State Information  
Disputes  
Federal Funding Information and Compliance Deleted  
Federal Funds Disclosure  
Federal Lobbying Requirements  
HIPAA Compliance  
Implementation of and Reporting on the Project  
Indemnification  
Independent Contractor  
Licensing Standards  
Order of Precedence  
Ownership of Documents and Materials  
Payment of Claims  
Penalties/Interest/Attorney's Fees  
Project Monitoring by the State  
Remedies Not Impaired  
Representations and Warranties of the Grantee  
Severability  
Taxes  
Waiver of Rights

### **Non-Collusion and Acceptance**

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

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**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

  
LISA YOUNG  
ACTING EXECUTIVE DIRECTOR  
CATHOLIC CHARITIES DIOCESE OF FORT  
WAYNE-SOUTH BEND INC

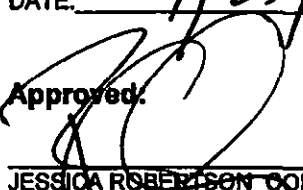
DATE 9/20/13

Recommended and Approved By:

  
WILLIAM C VANNES II MD  
STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE 9/25/13

Approved:

  
JESSICA ROBERTSON COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE 10/3/13

Approved

  
BRIAN E BAILEY DIRECTOR  
OFFICE OF MANAGEMENT AND BUDGET  
STATE OF INDIANA

DATE 10/8/13

Approved as to Form and Legality

  
GREGORY F ZOELLER  
ATTORNEY GENERAL OF INDIANA

DATE 10/17/13

**ATTACHMENT A**

**Refugee Preventative Health Services Grant Agreement**

The term refugee hereby includes all persons eligible for refugee benefits which includes but is not limited to primary refugees asylees parolees and some secondary refugees

- 1 The Grantee agrees to abide by the written operational guidelines policies and procedures established by the State Project Director which are hereby incorporated by reference
- 2 The services provided through this Grant Agreement will be in accordance with the objectives and methods of the Refugee Health Program which are hereby incorporated by reference and include but are not limited to providing health and healthcare education and service coordination for refugees  
Healthcare service coordination will include
  - A Providing transportation and translation for
    - a Initial domestic health screenings and needed follow up appointments
    - b Immunization appointments
    - c Primary and specialty care appointments
  - B Providing assistance with
    - a Locating appropriate healthcare providers
    - b Setting appointments with healthcare providers
    - c Reminding refugees of upcoming healthcare appointments
    - d Arranging third party transportation services for healthcare appointmentsHealth and healthcare education will be provided on but is not limited to the following topics
  - A U S healthcare system orientation
  - B How to access healthcare services (including how to schedule healthcare appointments arranging/navigating transportation services etc )
  - C Understanding health care benefits and insurance
  - D Medication adherence and safety
  - E Nutrition and food safety
- 3 The Grantee agrees to provide training for any new staff member supported under this Grant Agreement The scheduling and supervision of any such position shall be the responsibility of the Grantee
- 4 The Grantee agrees to notify the State Project Director of any program staff changes within ten (10) working days
- 5 The Grantee agrees to notify the State Project Director of all secondary refugees served by the Grantee
- 6 The Grantee agrees to provide the State Project Director with a copy of all completed Medical Anomaly forms within twenty four (24) hours of submission to national agencies

- 7 The Grantee is expected to exhaust all grant funds by the end of the Grant Agreement period
- 8 The Grantee agrees to return all telephone call and written correspondence within two (2) working days
- 9 The Grantee agrees to enter all refugee information into the Immigrant TB and All Refugee Application (ITARA) database within twenty four (24) hours of services provided
- 10 The Grantee agrees that to utilize all program materials developed for this project (including paper and electronic formats) in a manner consistent with written program guidelines
- 11 The Grantee shall comply with quality assurance review procedures and agrees to immediately address and correct areas of concern identified Failure to improve areas of concern identified may result in the reduction or discontinuation of funding for the project
- 12 The Grantee agrees to submit regular quality assurance reports and program information as requested by the State Project Director The number of refugees served by the Grantee within the reporting period is to be accurately reflected in this report Monthly reports are due 10 days after the end of each month Quarterly reporting periods and report due dates are as follows

Reporting Period	Report Due Date
15 August 2013 – 14 November 2013	01 December 2013
15 November 2013 – 14 February 2014	01 March 2014
15 February 2014 – 14 May 2014	01 June 2014
15 May 2014 – 14 August 2014	01 September 2014

- 13 The Grantee agrees to submit invoices on a monthly basis which shall be accompanied by detailed written documentation of actual expenditures for all claimed items/expenses Staff supported under this Grant Agreement shall be named on the itemized budget submitted with all monthly invoices

Grantee Catholic Charities Diocese of Fort Wayne South Bend IN  
EDS Number A70-4 106077  
Grant Agreement Period 08/15/2013-08/14/2014

**ATTACHMENT B**

**Refugee Preventative Health Services Budget**

The Grantee s expected budget for the project includes the following

Personnel	\$ 16 600	Supplies	\$ 0
Fringe	\$ 2 105	Contractual	\$ 0
In State Travel	\$ 220	Other	\$ 2 175
Equipment	\$ 0	<b>TOTAL</b>	<b>\$ 21 100</b>

Personnel	Health Navigator position support (\$12 50/hour x 1328 hours)
Fringe	FICA (\$1 270)
	Workers Comp (\$835)
In-State Travel	Mileage (\$0 44/mile x 500 miles)
Other	Client transportation (vehicle lease/operations \$1 518 & bus/taxi fare \$657)

**Attachment C**  
**C F D A. Title Refugee Preventative Health Discretionary Grant Program**  
**EDS A70-4-106077**

**Federal Agency Department of Health & Human Services Administration for Children & Families, Office of Refugee Resettlement Discretionary**

**C F D.A Number 93 576**

**Document ID Number 90RX0219-03-00**

**Award Name Refugee Preventative Health Discretionary Grant Program**

**Award Year FFY 2013**

**1 Incorporation**

This award is based on the application as approved the Indiana State Department of Health (ISDH) submitted to the **Department of Health & Human Services Administration for Children & Families Office of Refugee Resettlement Discretionary** 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 as provided by **PL 96-212** and all other referenced codes and regulations
- b 45 CFR Part 74 45 CFR Part 92 or 45 CFR Part 96 as applicable
- c The HHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>)

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

**2. Anti-kickback Statute**

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

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

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

**4. Accessibility of Services**

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

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

**Attachment C**  
**C F D A. Title Refugee Preventative Health Discretionary Grant Program**  
**EDS A70-4-106077**

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

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

**6 Registration Requirements**

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

**7 Non Delinquency on Federal Debt**

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

**8 Federal Funds Disclosure Requirements**

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

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

*This publication (journal article etc.) was supported by the 90RX021902 from Department of Health & Human Services Administration for Children & Families Office of Refugee Resettlement-Discretionary Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health & Human Services Administration for Children & Families, Office of Refugee Resettlement-Discretionary*

**9 Equipment and Products**

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

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

**Attachment C**  
**C F D.A. Title Refugee Preventative Health Discretionary Grant Program**  
**EDS A70-4 106077**

**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