

DEC 28 2009

14607

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Received

Instructions for completing the EDS and the Contract process.

JAN 06 2010

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.

1. EDS Number: A70-0-106030		2. Date prepared: 11/3/2009	
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
4. Account Number: 61810-94000.571100		5. Account Name: ISDH DHHS Fund	
6. Total amount this action: \$42,777.00		7. New contract total: 42,777.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2010 \$42,777.00			
Year \$			
Year \$			
Year \$			
11. From (month, day, year): 1/1/2010		12. To (month, day, year): 12/31/2010	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> 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 services and directly observed preventive therapy for high-risk 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.)			
40. Agency fiscal officer or representative approval An		41. Date Approved 12/3/09	
44. Attorney General's Office approval JFS		45. Date Approved 1-13-10	
42. Budget agency approval WFC		43. Date Approved 1/8/10	
46. Agency representative receiving from AG		47. Date Approved	

44141-000

RECEIVED

JAN 11 2010

OAG-ADVISORY

# 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
0000010862	12/15/2009	01/01/2010	of
Fund/Object/Center: 61910/ 571100 / 940000			
Dept Number: 195106			
Project Number: 400361014030010			
Requisition Number: 0000010862			
Requestor: RWHISLER Whisler, Roselyn-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		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. Statute Authority 4101 AC 1-2.3				
		Grant Agreement TB 195-5	1.0000	LO	42,777.0000	42,777.00

Vendor: 0000075752 ALLEN CTY TREASURER

<< Vendor to provide directly observed therapy services and directly observed preentive therapy for high-risk contacts, augmenting the tuberculosis service available in Allen County.  
Contract dates: 1/1/10-12/31/10  
Contract amount: \$42,777.00  
Amount paid to date:-0-  
Balance of \$ 42,777.00 to be paid on this PO.  
EDS # A70-0-106030  
Fund: 61910  
Account: 571100  
Program: 94000  
Project code: 400361014030010  
Activity Code: 1000000 >>

Deliveries acceptable only between 8:30 AM and 4:00 PM, Monday through Friday

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

Requisition Total \$ 42,777.00

Requestor Signature <i>Anna Welch</i>	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 <i>MICHAEL R. KISTLER</i>	Authorized Signature <i>Michael R. Kistler</i> 12-23-09

mmp

**GRANT AGREEMENT  
EDS # A70-0-106030**

**61910-583110-4003610140300  
TB 195-5**

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**

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 up to \$42,777 to the Grantee for eligible costs of the project (the "Project") as described in Attachments A, B & 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 Agreement.

**2. Term**

This Grant Agreement shall commence on January 1, 2010, (the Commencement Date) and shall remain in effect through December 31, 2010, (the Expiration Date). In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

**3. Design and Implementation of Project**

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Attachments A, B & C. Modification of the Project shall require prior written approval of the State.

**4. Monitoring Reviews by the State**

The State may conduct an on-site monitoring review of the Project. The monitoring review may document any of the following:

- A. Whether Project activities are consistent with those set forth in Attachments A, B & C, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local, and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Attachments A, B & C.
- C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.

- D. A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

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

Payment of this Grant by the State shall be made in accordance with the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
- B. All items required by Attachments A, B & C must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Attachments A, B & C must be met to the State's satisfaction.
- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms to the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report as described in Paragraph 4 of this Grant.
- F. Failure to complete the Project and expend state, local and/or private funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all state funds expended that are not in the scope of this Project or the Budget.
- G. All payments shall be made in 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 unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.
- H. 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.

## **6. Audits and Maintenance of Records**

- A. Following the termination of this Grant Agreement, the Grantee shall secure an audit of grant funds. An independent public accountant or certified public accountant (Auditor) or the State Board of Accounts shall conduct this audit in accordance with Generally Accepted Government Auditing Standards ("GAGAS") and any other applicable audit guidelines or any standards specified by the State or the federal government. These standards include Indiana Code 5-11-1 and the Indiana State Board of Accounts publication "Guidelines for the Examination of the Entities Receiving Financial Assistance from Governmental Sources." The federal Office of Management and Budget Circular A-133 (Audits of Institutions of Higher Education and Other Non-Profit Organizations) may also apply. The Grantee must submit the audit either thirty (30) days after receipt of the Auditor's report(s) or nine (9) months after the close of the audit period, whichever is earlier, unless the ISDH Audit Section provides a written waiver. The Grantee agrees to provide a readable copy, or original, if requested by the State, of all audits secured by the Grantee to meet this provision. The Grantee must also provide a copy of its "Entity Annual Report" (Form E-1) to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Grantee agrees to provide the Indiana State Board of Accounts an original of all financial and compliance audits and the original Grantee's "Entity Annual Report" (Form E-1). Should the Grantee be an agency of the State of Indiana or a local or quasi-governmental agency, the requirement to submit the Grantee's "Entity Annual Report" (Form E-1) to the State and the State Board of Accounts is waived.
- B. The Grantee's audit shall be an audit of the actual entity or the distinct portion thereof that performs the functions of the Grant Agreement, and not of a parent, member, or subsidiary corporation of the Grantee, unless the Indiana State Board of Accounts or State requests an expanded audit. 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 State and the Indiana State Board of Accounts reserve the right to approve any auditor who conducts the audit. If the State requests, the Grantee shall require its sub-grantees to secure audits in accordance with subparagraph A), and to timely file all reports required by the Indiana State Board of Accounts.
- D. Grantee shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Grantee's program and financial activities under this grant and Grantee's claims for reimbursement as required by law, and any other evidence which, according to generally accepted accounting procedures, identifies costs attributable to the services specified on Attachments A, B & C of this Grant Agreement and any other documents required under the terms of this Grant Agreement. The Grantee shall comply with the cost principles set forth in Office of Management and Budget Circular A-122. The Grantee shall maintain a written cost allocation plan identifying procedures for attributing costs to each component code and service.

The State may require more restrictive fiscal accountability, beginning upon written notice, if the State determines the Grantee is financially unstable, has a history of poor accountability, or has a management system that does not meet the standards required by the State of Indiana or the United States Government.

- E. 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.
- F. 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.
- G. 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.

#### **7. Project Budget and Budget Modification**

The approved Project Budget is set forth in Attachments A, B & C of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in their Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local or private share be amended without the prior written consent of the State.

#### **8. Statutory Authority of Grantee**

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

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

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to provide observed therapy services and directly observed preventive therapy for high-risk contacts, augmenting the TB services available in Allen County as described fully in Attachments A, B & C and for no other purpose.

#### **10. 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 shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant 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 Indiana State Ethics Commission 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 any other applicable laws.

C. The Grantee certifies by entering into this Grant 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, further work or 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 delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Grant.

E. 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 delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Grantee warrants that the Grantee and its subgrantees, if any, 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 and grounds for immediate termination and denial of further work with the State.

G. 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.

H. As required by IC 5-22-3-7:

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

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

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

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee 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 Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

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

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 the employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- 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.

## **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. 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>.

## **14. Nondiscrimination**

- A. 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 Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee 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.
- B. The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subgrantees agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

## **15. Notice to Parties**

Whenever any notice, statement or other communication is required under this Grant, it shall be sent to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

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

Notices to the Grantee shall be sent to:

Fort Wayne/Allen County Health Department  
ATTN: Mindy Waldron  
Administrator  
5th Floor, City County Building  
1 East Main Street  
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.

## **16. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: A) Grant Agreement, and B) attachment(s) prepared by the State. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

## **17. Renewal**

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

## **18. Termination for Convenience**

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

## **19. Access To Records**

The Grantee and its subgrantees shall maintain all books, documents, papers, accounting records, and other evidence (Records) pertaining to all costs incurred under this Grant Agreement for inspection by the State or its authorized representatives. Copies of the Records shall be furnished at no cost to the State if requested. The Grantee and its subgrantees shall make all Records available at their respective offices at all reasonable times during the Grant Agreement period and for three (3) years from the date of final payment under the Grant Agreement or longer if an audit has been completed and all audit exceptions have not been cleared by the State.

## **20. Additional Payment Terms**

- A. The State disburses grant funds on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed invoices from the Grantee. Invoices are due by the 20th day after the end of each month.
- B. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any invoice submitted after sixty (60) days will not be reimbursed by the State.
- C. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Grantee for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

## **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 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 Grantee, 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 Agreement, the Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Grant Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee.

C. If a party to the Grant Agreement is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

1. 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 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.

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

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

- |  |  |
|--|--|
| a) C.F.D.A. Title –Tuberculosis Elimination and Laboratory Cooperative Agreement | d) Award No. 5U 52PS500520-28  |
| b) C.F.D.A No. 93.116  | e) Award Year – 1/1/10 through 12/31/10  |
| c) Award Name - Tuberculosis Elimination and Laboratory Cooperative Agreement    | f) Federal Agency – Department of Health & Human Services, Public Health Service, Centers for Disease Control & Prevention |

In grants funded by the United States Department of Health and Human Services, 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**

- A. The Grantee certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Grant Agreement, contract, loan, or cooperative agreement, the Grantee shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Grantee shall require that the language of subparagraphs a) and b) be included in the language of all subgrants and that all subgrantees shall certify and disclose accordingly.

## **28. Governing Laws**

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

## **29. 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.

## **30. 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.

## **31. 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.

## **32. 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.

### **33. 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.

### **34. Progress Reports**

- A. The Grantee shall submit progress reports to the State upon request, unless specified otherwise in Attachments A, B & C. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule and that completion can be reasonably assured on the scheduled date.
- B. 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 & C of this Grant Agreement.

### **35. 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.

### **36. Security and Privacy of Health Information**

If any final regulation or body of regulations relating to the administrative simplification provisions 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 rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement.

The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof, and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect.

If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated the Grantee shall return or destroy all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form if feasible. If not feasible, the Grantee bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. 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 grant clauses (as defined in the March 2008 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following paragraphs:

The following clauses had minor modifications:

- Design and Implementation of Project
- Monitoring Reviews by the State
- Project Budget and Budget Modification
- Order of Precedence
- Access to Records
- Audits and Maintenance of Records
- Progress Reports
- Security and Privacy of Health Information




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

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

**The rest of this page is left blank intentionally.**


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

**Accepted By:**

  
MINDY WALDRON  
ADMINISTRATOR  
FORT WAYNE/ALLEN COUNTY HEALTH  
DEPARTMENT


DATE: 11-23-09

**Attested By:**

  
LISBETH BLOSSER  
AUDITOR  
ALLEN COUNTY


DATE: 11-23-09

**Certification of Funds:**

  
ALLEN L. COLLIER  
DIRECTOR OF FINANCE  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

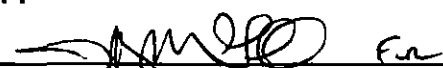
DATE: 12-18-09

**Recommended and Approved By:**

  
MICHAEL R. KISTLER  
CHIEF FINANCIAL OFFICER  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH


DATE: 12-22-09

**Approved:**

  
MARK W. EVERSON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

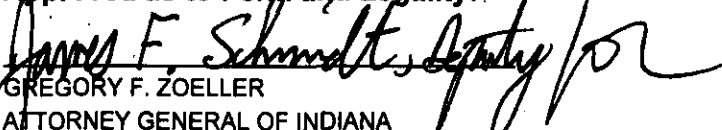
DATE: 1-16-10

**Approved:**

  
CHRISTOPHER A. RUHL, DIRECTOR  
OFFICE OF MANAGEMENT and BUDGET  
STATE OF INDIANA

DATE: 1/8/10

**Approved as to Form and Legality:**

  
GREGORY F. ZOELLER  
ATTORNEY GENERAL OF INDIANA

DATE: 1-13-10

**Attachment A**  
**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.

**SERVICE RECIPIENTS:**

Residents living in Allen County.

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

<b>REQUIRED ACTIVITIES</b>	<b>MEASURABLE CRITERIA</b>	<b>ANNUAL RATE FY 2007</b>	<b>SCHEDULE OF PAYMENT</b>
One Outreach Worker (ORW) will be responsible for delivering and observing the ingestion of medications, observing, and collecting sputum samples, assisting with contact investigation, educating clients, and transporting clients as needed to medical appointments related to TB care. TB Outreach Workers may assist local health department TB case management activities.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	\$30,170	Payment shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The ORW interacts with and performs 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. Actively collaborates with local health department, physicians, hospitals, and laboratories.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.

Programs and seminars attended by the ORW will have a TB/HIV element and HIV counseling and testing will be made available to clients followed through this project.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
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 shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The Outreach Worker will submit <i>The Tuberculosis Outreach Quarterly Report</i> (See ATTACHMENT B) to 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, 2010 July 10, 2010 October 10, 2010 January 10, 2011		Payment shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The TB outreach services provided through this Grant Agreement shall be in accordance with the Statewide <i>Tuberculosis Program Objective</i> and policies 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 shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
There will be one Outreach Worker meeting 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 shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.

The Outreach Worker 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 shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The Outreach Worker 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 shall be due for hours worked and satisfactory completion of Allen County Health Department Deliverables. Such payment shall be paid once monthly in arrears.
<b>Total Salary Costs</b>	One full-time outreach worker x 12 months		<b>\$30,170</b>
<b>FICA</b>			<b>\$ 2,308</b>
<b>PERF</b>			<b>\$ 2,791</b>
<b>Health Insurance</b>			<b>\$ 6,301</b>
<b>Travel (\$.40/mile x 2,743 miles)</b>			<b>\$, 1,207</b>
<b>Total Grant Agreement</b>			<b>\$42,777</b>

The Allen County Health Department will fund additional program costs, travel, and supplies.

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.

**Salary:** Community Outreach Worker for twelve months @ \$30,170

**Invoices:** All invoices must be 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.

## ATTACHMENT B

# Tuberculosis Outreach Quarterly Report

**2010**

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:**

<b>1<sup>st</sup> Quarter:</b>	<b>01/01/10 thru 03/31/10</b>	<b>Due:</b>	<b>April 10, 2010</b>
<b>2<sup>nd</sup> Quarter:</b>	<b>04/01/10 thru 06/30/10</b>	<b>Due:</b>	<b>July 10, 2010</b>
<b>3<sup>rd</sup> Quarter:</b>	<b>07/01/10 thru 09/30/10</b>	<b>Due:</b>	<b>October 10, 2010</b>
<b>4<sup>th</sup> Quarter:</b>	<b>10/01/10 thru 12/31/10</b>	<b>Due:</b>	<b>January 10, 2011</b>

**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-A  
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 \_\_\_\_\_

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

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## **ATTACHMENT C**

### **State of Indiana TB Program Objectives for 2010**

- 1) By 12/31/2010, 90.2% of TB patients from 2009 for whom therapy of one year or less is indicated will have completed therapy within twelve (12) months.
- 2) By 12/31/2010, contacts will be identified for at least 98% of all sputum AFB smear-positive TB cases.
- 3) By 12/31/2010, ensure that at least 75% of contacts to sputum AFB smear-positive TB cases will be evaluated for TB infection and disease.
- 4) By 12/31/2010, at least 70% of infected contacts from 2010 will be started on treatment for latent TB infection
- 5) By 8/15/2010, at least 70% of infected contacts from cohort year 2009, which were started on treatment for latent TB infection, will complete therapy.
- 6) By 12/31/2010 ensure that 53.5 % of TB cases with a positive sputum culture have documented conversion to a negative culture within 60 days of starting treatment.
- 7) By 12/31/2010 ensure that 91.8 % of TB cases 12 years and older with a pleural or respiratory site of disease have a documented sputum culture report.
- 8) By 12/31/2010, ensure that drug-susceptibility testing is performed on 97% of TB patients with initial positive cultures.
- 9) By 12/31/2010, HIV status will be known for at least 67% of all adult TB patients.
- 10) Continue to reduce the incidence of TB in foreign-born persons each year to meet the target of 18.7 cases / 100,000 by 2010.
- 11) Continue to reduce the incidence of TB in U.S.-born African-Americans each year to meet the target of 3.6cases / 100,000 by 2010.
- 12) Continue to reduce the incidence of TB for children younger than 5 years of age each year to meet the target of 1.5 cases / 100,000 by 2010.