

**GRANT AGREEMENT
INDIANA AIDS FUND, INC.
GRANT NUMBER 22-1542**

This agreement (the “Grant Agreement”), entered into by and between **INDIANA AIDS FUND, INC.** (“IAFI” or the “Grantor”) and **CLARK COUNTY HEALTH DEPARTMENT** (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. IAFI has awarded Grantee a grant in the amount of **FORTY-SIX THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS AND NINETY CENTS (\$46,255.90)** (the “Grant” or the “Grant Funds”) payable during the grant period of **APRIL 1, 2022 to MARCH 31, 2023**.

This Grant is subject to the following conditions:

- 1. Use of Grant Funds.** Grantee will promptly use the Grant Funds only for the purposes described in **Attachment A** to this Grant Agreement, which otherwise are charitable purposes described in Section 501(c)(3) of the Internal Revenue Code, and subject to the budget set forth in **Attachment B**. In the event that Grantee cannot use the Grant Funds for the purposes described in Attachment A, Grantee must notify IAFI immediately. If IAFI determines that any of the Grant Funds have been used for any purpose other than those described in Attachment A, remain unused by Grantee, or are not used in accordance with the terms and conditions of this Grant Agreement, then IAFI may take such actions as IAFI deems appropriate to ensure the proper use of the Grant Funds.
- 2. Source of Grant Funds.** Grantee understands that Grant Funds received from IAFI after execution of this Grant Agreement are considered Federal pass-through funds. The originating funding source of Grant Funds awarded in execution of this grant is the Indiana State Department of Health.
- 3. Grantee’s Authority to Accept Grant.** 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. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds.
- 4. Lobbying and Political Activities.** No part of the Grant Funds shall be used for lobbying or political activities.
- 5. Monitoring.** IAFI may conduct on-site or off-site monitoring reviews during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated.

Grantee shall extend its full cooperation and give full access to IAFI of the site and relevant documentation for the purpose of determining, among other things:

- a. whether Grantee is engaging in activities that are consistent with the purpose of the Grant and the terms and conditions of the Grant Agreement;
- b. that Grantee is making timely progress on the project, and that Grantee's 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 the Periodic Reports submitted to IAFI; and
- c. any other purpose as IAFI may determine.

Any subrecipient to whom Grantee may distribute any Grant Funds ("Grantee's Subrecipient") must similarly allow Grantee and IAFI the right to monitor its activities to confirm compliance with this Section 5.

- 6. Audits and Maintenance of Records.** Grantee, when total Federal award expenditures exceed \$750,000 or as requested, 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 for inspection by IAFI or its authorized designee. Grantee shall furnish copies to IAFI at no cost to IAFI.

Grantee is a "subrecipient" of federal grant funds administered through the Department of Health and Human Services (HHS) under 2 C.F.R. 200.330 and 45 C.F.R. 75.351. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) or 45 C.F.R. 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 and 45 C.F.R. 75 *et seq.*

Each Grantee's Subrecipient must grant to Grantee and IAFI access to its books, accounting records, and other documents in order to confirm the Grantee's Subrecipient's use of the Grant Funds comply with the terms and conditions of this Agreement.

Grantee is a non-governmental unit. Accordingly, the Grantee shall file Form E-1 entity annual financial report, as required by Indiana Code ("IC") § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/4886.htm>. Guidelines for filing the annual report are included in **Attachment C** (Guidelines for Non-governmental Entities).

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
E-mail: jcohee@isdh.in.gov

Indiana AIDS Fund, Inc.
429 East Vermont Street, Suite 400
Indianapolis, Indiana 46202
Attention: President & CEO

7. **Notification Requirement.** Any staff changes connected to the operation or execution of this grant, including organizational leadership, must be communicated to IAFI within five (5) business days.
8. **Future Grants.** Any future grants are at the sole discretion of the Grantor, and Grantor makes no promises or commitments regarding any future funding to Grantee other than as provided for herein.
9. **Publicity.** All publicity, without exception, must be approved by IAFI.
10. **Payment of Claims.**

a. This Grant will be paid in the installments listed below:

Scheduled Date	Amount
4-6-2022	\$11,000.00
6-1-2022	\$8,814.90
8-3-2022	\$8,814.00
10-5-2022	\$8,814.00
12-7-2022	\$8,813.00

- b. IAFI 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 IAFI's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- c. Claims shall be submitted to IAFI within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. IAFI has the discretion, and reserves the right, to NOT pay any claims submitted later than (thirty) 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to IAFI within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of IAFI, be denied. Claims may be submitted on a monthly basis only, unless

otherwise specified in **Attachments A** or **B**. 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 IAFI.

- d. Claims must be submitted with accompanying supportive documentation as designated by IAFI. Claims submitted without the designated 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.

11. Periodic Reports. Periodic Reports which include detailed expenditures against the Grant Funds will be expected **monthly and year-end. Attachment D** provides guidelines for these reporting requirements.

Scheduled Date	Report Type
5-13-2022	Narrative
6-10-2022	Narrative
7-8-2022	Both Narrative & Financial
8-12-2022	Narrative
9-9-2022	Narrative
10-7-2022	Both Narrative & Financial
11-11-2022	Narrative
12-9-2022	Narrative
1-13-2023	Both Narrative & Financial
2-10-2023	Narrative
3-10-2023	Both Narrative & Financial
4-7-2023	Both Narrative & Financial [Final]

12. Compliance with Laws. 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 IAFI and Grantee to determine whether the provisions of this Grant Agreement require formal modification.

Grantee certifies by entering into this Grant Agreement that it is not presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana.

Grantee warrants that Grantee and any contractors performing work in connection with this Grant 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 IAFI. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination.

Grantee affirms that it is an entity described in IC Title 23, and Grantee is properly registered and owes no outstanding reports to the Indiana Secretary of State.

As required by IC §5-22-3-7:

- a. Grantee and any Principals of Grantee certify that:
 - i. Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - IC §24-4.7 [Telephone Solicitation of Consumers];
 - IC §24-5-12 [Telephone Solicitations]; or
 - IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred and sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - ii. 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.
- b. Grantee and any Principals of Grantee certify that an affiliate or Principal of Grantee and any agent acting on behalf of Grantee or on behalf of an affiliate or Principal of Grantee, except for de minimis and nonsystematic violations,
 - i. has not violated the terms of IC §24-4.7 in the previous three hundred and sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - ii. 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.

13. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, 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 IAFI 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 and termination of the Grant.

In addition to the provisions of the above paragraph, if the total amount set forth in this Grant Agreement is in excess of \$25,000, 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 prohibitions;
- 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;

- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. notifying IAFI, the Indiana State Department of Health, and the Indiana Department of Administration, in writing, within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such convictions;
- 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 making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) and (e) above.
- f. making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

14. Employment Eligibility Verification. As required by IC §22-5-1.7, Grantee hereby swears or affirms under penalties of perjury that:

- a. Grantee has enrolled and is participating in the E-Verify program;
- b. Grantee does not knowingly employ an unauthorized alien; and
- c. 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. Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor; and
- d. Grantee has provided documentation to IAFI that Grantee has enrolled and is participating in the E-Verify Program.

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 provisions of services.

Grantee understands that IAFI is a recipient of federally sourced funds, and therefore, where applicable, Grantee and Grantee’s Subrecipients and 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 as amended by Executive Order 13672.

16. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, Grantee and, if applicable, its contractors shall comply with the federal grant/contract provisions attached as **Attachment E** and incorporated fully herein.

17. Additional Reporting Requirements. Grantee and any Sub-recipients of the Grant Funds must also comply with the additional contractual requirements and conditions set forth in **Attachment F**.

18. 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.

19. 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.

Notices to IAFI, Grantor, shall be sent to:

Indiana AIDS Fund, Inc.
429 East Vermont Street, Suite 400
Indianapolis, Indiana 46202
Attention: President & CEO

Notices to Grantee shall be sent to:

Clark County Health Department
Attn: Dorothy Waterhouse, Program Director
1201 Wall Street
Jeffersonville, IN 47130

20. Anti-terrorism. Grantee hereby represents that none of the following individuals or entities are listed in any anti-terrorism Watch List: (1) Grantee; (2) any member of the Grantee’s governing body; (3) any officer; or (4) any employee or agent responsible for handling or distributing the Grant Funds. For these purposes, the “Watch List” includes those terrorist watch lists currently maintained by the United States Department of Homeland Security, the United Nations, and the European Unions. Grantee represents that it will not fund individuals or organizations listed on such Watch Lists, and that it has procedures in place to ensure that

it will not directly or indirectly fund any organization or individual on such Watch Lists. Violations of these provisions are cause for immediate termination of this Grant.

21. HIPAA Compliance. If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (define 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 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 right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated, the Grantee shall return or destroy all protected health information received from, created, or received by Grantee. Grantee shall retain no copies of such information in any form if feasible. If not feasible, Grantee bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

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

GRANTOR

GRANTEE

INDIANA AIDS FUND, INC.

**CLARK COUNTY
HEALTH DEPARTMENT**

Signed: DocuSigned by:
Jason Grisell
B0CFF444EC33449

Signed: DocuSigned by:
Doug Bentfield
08382461D0F64B4

Printed: Jason E. Grisell

Printed: Doug Bentfield

Title: President & CEO

Title: Administrator

Date: 4/28/2022

Date: 4/28/2022

[Signature Page of Grant Agreement]

ATTACHMENT A
USE OF GRANT FUNDS

The Grantee, Clark County Health Department, will work under the direction of the Grantor, Indiana AIDS Fund, Inc., to fund systems and programs for the needed infrastructure support to expand critical areas of HIV services. These resources will be used to support models of care and service in parts of the State of Indiana that do not have the capacity at this time to meet the challenges of the HIV+ population in a coordinated care approach.

Grantee will be required to provide program oversight and project monitoring for all funded activities that result from this award. Grantee will use approved systems and tools of the Indiana State Department of Health to ensure legislative compliance of all activities conducted by the Grantee and all subrecipients. Sub-recipients must comply with all Health Resources and Services Administration (“HRSA”) Ryan White Part B programmatic, fiscal, and universal monitoring standards; Sub-recipients must comply with all Service Standards as established by the Ryan White Part B Program. Sub-recipients will remain compliant with the National Monitoring Standards and the Ryan White Part B Program’s Service Standards. Failure to maintain compliance will severely restrict the agency from future Ryan White Part B funding until such time that these Standards are compliant.

Administration: Administrative Assistance - \$46,255.90

Rebate funds can be expended to adequately staff both recipient and sub-recipient programs.

Description:

Grant to support an Administrative Assistant position at Clark County Health Department. Administrative Assistant provides support to case managers/clients in applying for support services in the community, verifies eligibility for entitlement programs, assists in obtaining needed documentation for client enrollment in support programs, provides relevant HIV and health information to clients, as well as any other duties to support the HIV division as assigned. Grant supports salary and benefits for the position, as well as agency overhead for rent.

Budget:

ITEM		BUDGET
Personnel/Salaries/Benefits		
Administrative Assistant Salary (1 FTE)		\$31,200.00
Benefits [fringe benefits include: FICA, Social Security, Retirement, Life Insurance and full Healthcare benefits]		\$14,129.00
Subtotal:		\$45,329.00
Program Expenses		
Rent		\$926.90
Subtotal:		\$926.90
Total Project Budget:		\$46,255.90

Unallowable Use of Funds

1. HIV prevention/risk reduction for HIV-negative or at-risk individuals.
2. Purchase of syringes for exchange programs or supporting activities of syringe exchange programs (“SEPs”) for anyone who is not a RWHAP-eligible PLWH.
3. Employment, vocational rehabilitation, or employment-readiness services.
4. Art, drama, music, dance, or photography therapy.
5. Social, recreational, or entertainment activities. **Federal funds cannot be used to support social, recreational or entertainment activities.** Ryan White funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets cannot be used as incentives. Funds should NOT be used for off-premise social/recreational activities or to pay for a client's gym membership. Ryan White funds cannot support parties, picnics, structured socialization, athletics, etc.
6. Non-client-specific or non-service-specific advocacy activities.
7. Services for incarcerated persons, except transitional case management, per HRSA Policy Notice 7-04, as replaced by HRSA Policy Notice 18-02.
8. Costs associated with operating clinical trials.
9. Funeral, burial, cremation, or related expenses.
10. Funds awarded under the Ryan White HIV/AIDS Program (“RWHAP”) may NOT be used for direct maintenance expense (tires, repairs, etc.) of a privately-owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees. This restriction does not apply to vehicles operated by organizations for program purposes.
11. Funds awarded under the Ryan White HIV/AIDS Program may NOT be used to pay local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).
12. Criminal defense or class action suits unrelated to access to services eligible for funding under Ryan White.
13. In no case may Ryan White HIV/AIDS Program funds be used to make direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Sub-recipients are advised to administer voucher programs in a manner which assures that vouchers cannot be used for anything other than the allowable service, and that systems are in place to account for disbursed vouchers.
14. Inpatient services.
15. Clothing.
16. Installation of permanent systems for filtration of all water entering a private residence. As noted in HAB Policy Clarification Notice (“PCN”) 16-02, water filtration/purification systems in communities where issues of water safety exist can be paid for under food bank/home delivered meals.
17. Professional licensure or to meet program licensure requirements.
18. Broad-scope awareness activities about HIV services which target the general public.
19. Federal funds cannot be used for organized fundraising, including financial campaigns, solicitation of gifts and bequests, expenses related to raising capital or contributions, or the costs of meetings or other events related to fund raising or other organizational activities, such

- as the costs of displays, demonstrations, and exhibits, the cost of meeting rooms, and other special facilities used in conjunction with shows or other special events, and costs of promotional items and memorabilia, including gifts and souvenirs. These costs are unallowable regardless of the purpose for which the funds, gifts, or contributions will be used.
20. Transportation for any purpose other than acquiring medical services or acquiring support services that are linked to medical outcomes associated with HIV clinical status. Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings is not allowed.
 21. Pediatric developmental assessment and early intervention services, defined as the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children.
 22. Voter registration activities.
 23. Costs associated with incorporation.
 24. Herbal supplements/herbal medicines.
 25. Massage and related services.
 26. Reiki, Qi Gong, Tai chi, and related activities.
 27. Relaxation audio/video tapes.
 28. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.
 29. Acupuncture therapy may be allowable under this service category only when as part of a substance use disorder treatment program funded under the HRSA RWHAP-, it is included in a documented plan. See PCN 16-02.
 30. Buddy/companion services.
 31. International travel.
 32. Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility.
 33. Lobbying activities.
 34. Funds may not be used for household appliances, pet foods or other non-essential products.
 35. Funds cannot be used to support materials designed to promote intravenous drug use or sexual activity.
 36. Purchase of vehicle without approval.
 37. Pre-exposure prophylaxis.
 38. Housing Services cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments.
 39. RWHAP funds may not be used for inpatient detoxification in a hospital setting, unless the detoxification facility has a separate license.

ATTACHMENT B
BUDGET

Name of Organization: Clark County Health Department

Program Description: Administration

Budget Period: April 1, 2022 to March 31, 2023

ATTACHMENT C
ANNUAL FINANCIAL REPORT

A) Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC §5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a) There is no filing fee to do this.
 - b) This is in addition to any similarly titled report required by the Indiana Secretary of State.
 - c) The State Board of Accounts may request documentation to support the information presented on the E-1.
 - d) The Gateway User Guide is found at:
<https://gateway.ifionline.org/userguides/E1guide>.
- 2) Based on the level of government financial assistance received, an audit may be required by IC §5-11-1-9.
- 3) Additional information can be obtained using the notforprofit@sboa.in.gov email address.

B) As provided by IAFI:

Funding Source:

If funding source is passed through federal funds:

Program Name per Catalog of Federal Domestic Assistance (CFDA):

HIV Care Formula / Ryan White Part B

CFDA # 93.917

If funding source is state funds:

Program Title: _____

N/A

Type of funding (State funding, federal grant passed through, fee for service):

Federal grant passed through

ATTACHMENT D
PERIODIC NARRATIVE AND FINANCIAL REPORTS

The periodic reports, narrative and financial reports should cover at a minimum, the following items:

- a) Completed grant reporting and/or evaluation form(s) as reasonably required by IAFI or a contracted evaluation consultant as applicable, as well as required by applicable law;
- b) Time period covered by the Grant;
- c) Scheduled purposes, by reference to the descriptions for which the Grant Funds were expended;
- d) Amount expended and the goods or services purchased with Grant Funds (i.e., equipment, staff, consultants, supplies, etc.);
- e) Comments on the use of the Grant Funds, i.e., whether the project was successful in accomplishing its objectives and, if not, the challenges encountered and possible solutions;
- f) Statement of the amount of Grant Funds received which were not expended during the reporting period;
- g) Statement of whether the Grantee wishes to modify or expand, geographically or otherwise, the Scheduled Purposes and, if so, how and when;
- h) Verification that the detailed financial records supporting the report are on file with, and will be maintained by, the Grantee for a period of seven (7) years after the report is filed, and that any unexpended grant funds will be used for Scheduled Purposes; and
- i) Year-end Progress Report detailing success in meeting goals and objectives, complete fiscal report of RWHAP funds expended, detailed use of administration dollars, detailed reconciliation report-detailing the actual costs of providing each service funded during the grant year.

NOTE: If reports are not received by the due date or closely thereafter, all future funding will be jeopardized.

ATTACHMENT E
FEDERAL FUNDING

- 1) **Incorporation.** This Grant 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 for this program and all other referenced codes and regulations;
 - b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 45 CFR Chapter A, Subchapter A, Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, as applicable; and
 - c) The Department of Health and Human Services' Grants Policy Statement ("HHS-Grants Policy Statement"), including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS Grants Policy Statement are currently available at: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

Grantee 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) **Registration Requirement.** 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 <https://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 Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.
- 3) **Anti-kickback Statute.** 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).
- 4) **Victims of Trafficking and Violence Protection Act.** 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).
- 5) **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://justice.gov/crt/about/cor/coord/titlevi.php>

- 6) **Federal Information Security Management Act (FISMA).** Grantee must protect all information systems, electronic or hard copy which contains 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>
- 7) **Non-Delinquency on Federal Debt.** 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 HIV Care Formula Grants from Department of Health and Human Services. Its content is solely the responsibility of the authors and do not necessarily represent the official view of the Department of Health and Human Services.

- 9) **Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with federal funds should be American made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

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) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Lobbying Requirements.

- a) 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 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 Grant Agreement, contract, loan, or cooperative agreement, Grantee shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) Grantee shall require that the language of subparagraphs a) and b) be included in the language of all contracts and subcontracts and that all Grantee's Subrecipients and subcontractors shall certify and disclose accordingly.

ATTACHMENT F
ADDITIONAL CONTRACTUAL REQUIREMENT/CONDITIONS OF AWARD

1. **Additional Financial Responsibilities:**

- a) Grantee shall submit the invoice appropriate documentation shall accompany each invoice and account for all expenses claimed.
- b) Failure to submit the invoice with appropriate documentation will result in delay of payment from IAFI for services rendered.
- c) If funds are not being utilized by the Grantee in a timely manner, it may be necessary to reallocate unused or anticipated unused dollars. Grants with affected agencies will be amended to reflect the change in fiscal responsibilities.
- d) IAFI reserves the right to de-obligate allocated funding to Grantee and re-obligate funds to other Grantees for service provision if funds awarded to the Grantee are not expended at a rate of at least ¼ of the grant amount, per quarter of the budget year.
- e) Grantee shall maintain a file documenting all travel expenses paid using any of the Grant Funds provided Grantee under this Grant Agreement.
- f) Grantee shall maintain a line-item budget with sufficient detail to permit review and assessment of proposed use of Grant Funds for the management and delivery of the proposed services.
- g) Grantee shall document all requests for and approval of budget revisions (requests for budget or work plan modifications must be made in writing no less than 30 days prior to the end of the contract).
- h) Grantee shall provide access to accounting systems, electronic spreadsheets, general ledger, balance sheets, income and expense reports and all other financial activity reports; all financial policies and procedures, including billing, collection, purchasing and procurement policies, and accounts payable systems and policies in order to confirm compliance with this Grant Agreement, RWHAP, and all applicable laws.

2. **Program Income:**

- a) Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). Program income includes but is not limited to income from fees for services performed, the use or rental of [sic.] real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes,

regulation, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. HAB POLICY 15-03.

- b) The use of program income will be “additive” and must be used for the purposed for which the award was made and may only be used for allowable costs under the award. Allowable costs are limited to core medical and support services, clinical quality management, and administrative expenses (including planning and evaluation) as part of a comprehensive system of care for low-income individuals living with HIV. Program income may be utilized for elements of the program that are otherwise limited by statutory provisions, such as administrative and clinical quality management activities that might exceed statutory caps, or unique services that are needed to maintain a comprehensive program approach but that would still be considered allowable under the award.