



MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA

OCTOBER 7, 2020 Continued to Friday, October 9, 12:00pm VIA ZOOM

ADDENDUM

You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video. In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website <https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017> And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location +1 312 626 6799 US (Chicago)

A. CALL TO ORDER BY COMMISSIONER THOMAS

NEW BUSINESS

- Agreement for the Operation of a COVID-19 Testing Center in Monroe County, Indiana**
Fund Name: To be established **Amount:** \$457,940.90

The Monroe County Board of Health, the Board of Commissioners, Indiana University Health Bloomington, Inc., Indiana University, and the City of Bloomington are partnering to provide a local COVID-19 testing site. The Health Department is facilitating the site and Monroe County is serving as the contracting entity for the required agreements. Indiana University and the City of Bloomington will each provide \$100,000 in direct funds for the project and Indiana University Health Bloomington, Inc., is providing in kind support valued at \$100,000. The State of Indiana will provide through the CARES Act Corona virus Relief fund and the Epidemiology and Laboratory Capacity for Infectious Diseases a grant in the sum of \$200,000 for the project.

- Ratification of Testing Site Grant Award from the State of Indiana**
Fund Name: To be established **Amount:** \$200,000 to be received

Grant award: CFDA# 21.019 and 93,323
Award Names: CARES Act Coronavirus Relief Fund
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Grant provides \$200,000 to be used specifically for a local COVID-19 Testing site.

3. **Lease Agreement with Indiana University Health Bloomington, Inc.**
Fund Name: To be established

Amount: \$3,188.50/month
(\$28,696.50) PLUS the cost to
install an accessibility ramp
(\$10,000).

Monroe County Government is leasing space from Indiana University Health Bloomington, Inc., a not for profit entity, to facilitate the provision of the aforementioned COVID-19 testing site.

Total anticipated cost of the Testing Site project: \$496,637.40 See attached budget

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/9/2020

Item for Formal Meeting? ☐
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Agreement for the Operation of a COVID-19 Testing Center in Monroe County, Indiana

Include VENDOR's Name in title if appropriate

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: TBD

Fund Number TBD

Amount: TBD--See budget

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Monroe County Health Department, the Monroe County Board of Commissioners, Indiana University Health Bloomington, Inc., Indiana University, and the City of Bloomington are entering into this agreement to fund and support a local COVID 19 test site. The County Health Department will be the facilitator of the site, with the County being the contracting entity for the various required agreements. Indiana University and the City of Bloomington will each provide \$100,000 in direct funds for this project, Indiana University Health Bloomington, Inc, is providing in kind support valued at \$100,000. The County has recieved a grant of \$200,000 for this project from the State of Indiana.

Person Presenting: Jeff Cockerill/Angie Purdie

Department:

Attorney who reviewed: Margie Rice

County Legal Review required prior to submission of this form for all contracts

Submitted by: Jeff Cockerill

Date: 10/8/20

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us

Agreement for the Operation of a COVID-19 Testing Center in Monroe County, Indiana

This Agreement is made this ____ day of _____ 2020, between the Monroe County Health Department and the Monroe County Board of Commissioners (hereinafter “County”), Indiana University Health Bloomington, Inc. (“IU Health”), Indiana University (“IU”), and the City of Bloomington (“City”), in order that the Parties may define the terms under which they agree to operate a COVID-19 testing site (“Testing Site”) to serve residents of Monroe County, including those in the City of Bloomington. The Parties agree that the following terms shall apply:

1. **Location and Term.** The Testing Site shall be located at 640 South Morton Street, Bloomington, Indiana. The location of the Testing Site, which is currently owned and operated by IU Health, shall be leased to the County under a separate contract between the County and IU Health (“Lease Agreement”). The Testing Site shall be in operation after October 1st, 2020 and until June 30, 2021.
2. **Contributions.** The County, IU Health, IU, and the City each agree that it is necessary and in the public’s best interest to jointly contribute to the operation of the Testing Site. The following essential items, necessary for the operation of the Testing Site, shall be provided for as follows:
 - A. Grant Funding from the State of Indiana. The County shall secure Grant funding from the State of Indiana in the amount of Two Hundred Thousand Dollars (\$200,000). The County shall be responsible for executing any and all documents related to the Grant from the State of Indiana and for all reporting requirements.
 - B. Budget and Operational Costs. With the assistance of IU, the City and IU Health, the County has prepared a draft Budget for the Testing Site. The Budget is attached and incorporated, as “Exhibit A”, and has been reviewed by all Parties. The Parties agree that, given the knowledge of the Parties at the time of execution of this Agreement, the Budget is comprehensive and realistic in all ways and includes all necessary Operational Costs.

All Parties recognize that IU Health is providing in-kind donations in the approximate amount of One Hundred Thousand Dollars (\$100,000), as its contribution toward the Testing Site. The County shall directly pay for the Operational Costs for the Testing Site, and shall apply the Grant Funding towards the Operational Costs. The Parties recognize, however, that the Grant Funding will not cover all Operational Costs; therefore, the County, IU, and the City each agree to contribute towards the remaining Operational Costs, not covered by the Grant Funding, as indicated in the next paragraph. The County and City each intend to utilize CARES Act funds or CARES Act reimbursements they receive to cover their share of the Operational Costs not covered by the Grant funding. IU shall utilize any funding source it deems appropriate. Once again, IU Health is providing in-kind contributions.

Specifically, on or before December 1, 2020, but in no event later than December 31, 2020, IU shall provide One Hundred Thousand Dollars (\$100,000) and the City shall provide One Hundred Thousand Dollars (\$100,000) towards the Operational Costs. The County shall submit to IU and the City each an invoice or statement, in order for the payment to be made to the County. The County shall cover all remaining Operational Costs outlined in Exhibit A, which are not covered by the Grant Funding or the contributions from IU and the City. Any overages or additional costs, not currently included in the Operational Costs outlined in Exhibit A, shall be paid by the County and IU in amounts to be subsequently negotiated, in the event such overages actually occur. In the event that funds contributed by the City or IU are not expended, any unexpended funds shall be promptly returned to the City and IU, respectively. The Parties agree that, should the opportunity become available to operate a COVID-19 vaccination clinic for the community, they will

consider negotiating terms in order to jointly contribute to the operation of such a clinic and may agree to use any unexpended funds for those purposes.

- C. Leased Space. IU Health shall offer the physical space for the Testing Site, as stated above in Paragraph 1. The Testing Site shall be leased for the monthly amount shown on Exhibit A, which shall be paid by the County pursuant to the terms of the Lease Agreement, but with funds provided by the Parties, as mentioned above, in Section 2(B). The Parties recognize that the amount of the lease payment is reduced, due to IU Health's subsidizing the cost; therefore, IU Health's subsidy is considered an in-kind contribution. Any modifications or structural changes to the Testing Site shall be paid for by the County, but with funds provided by the Parties, as described in Section 2(B).
 - D. Staffing. The County shall contract with Medix to provide staffing for the Testing Site. Costs of staffing shall be paid by the County with funds contributed by IU, the City and County, as indicated in Section 2(B), above. The County shall require Medix to purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the County before commencement of work at the Testing Site. It is understood and agreed that Medix shall be an independent contractor, and shall not be considered an employee or agent of any of the Parties for any purpose. As such, Medix shall have exclusive control over the means, methods and details of fulfilling its obligations under the contract with the County. Medix shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
 - E. Security. As needed and in its discretion, the County shall arrange for security personnel to provide safety and security for all those who work or visit the Testing Site. IU Health, City, or County law enforcement or security personnel may provide such services, as in-kind contributions to the operation of the Testing Site.
 - F. Cleaning. The County shall contract for daily cleaning of the Testing Site.
 - G. Insurance. The County shall insure the Testing Site, for physical loss to the space, its contents, and also for general liability. The County shall maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to the Parties before the Testing Site becomes operational.
 - H. Marketing and Communication. The Parties agree to work together to develop and execute a marketing plan and communications strategy, which will successfully promote the services of the Testing Site to all residents of Monroe County. As the recipient of the Grant Funds, the Health Department shall lead the communications effort, and coordinate with other parties as necessary.
- 3. **Indemnity.** The Parties agree to indemnify and save harmless each other from all claims, costs or suits of whatever nature, including attorneys' fees, related to the operation of the Testing Site, except such claims, costs or suits arising out of the negligence of one of the Parties or its employees.
 - 4. **Non-discrimination.** In the performance of work under this Agreement, all Parties agree that any employees, subcontractors, or any person acting on their behalf or behalf of the Parties, shall not, in any manner, discriminate against or intimidate any person with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity,

disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

5. **Compliance with Laws and Governing Law.** All parties shall comply with all Federal, State of Indiana, City of Bloomington and Monroe County applicable laws and regulations in the operation of the Testing Site. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
6. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
7. **Signatories.** All parties, except Indiana University, shall sign below. Indiana University's payment, per paragraph 2(B), shall be evidence of their general agreement with the provisions herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as dated below in several counterparts, each of which shall be deemed an original.

By: Brian Shockney, FACHE, HFA
President, South Central Region
Indiana University Health Bloomington, Inc.

By: John Hamilton
Mayor, City of Bloomington

Date: _____

Date: _____

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2020.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard:

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(Ex: Routine items, continuing grants)

OR

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New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

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Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name:

Fund Number

Amount:

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This lease agreement is with a not for profit entity. The County is leasing this property as part of its COVID response. This site is intended to be used as a testing site in conjunction with the MOU that is part of this agenda.

Person Presenting:

Department:

Attorney who reviewed:
County Legal Review required prior to submission of this form for all contracts

Submitted by:

Date:

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between Indiana University Health Bloomington, Inc. (hereinafter called "Landlord"), and Monroe County Commissioners (hereinafter called "Tenant").

ARTICLE I, Premises

Section 1.01. Lease and Description of Premises. Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease, demise and let to Tenant, and Tenant does hereby lease from Landlord, those certain premises containing approximately 6,377 square feet, as designated and depicted on the plan attached hereto and made a part hereof as Exhibit A (the "Leased Premises") in the building located at 640 South Morton Street, Bloomington, Indiana (the "Building").

ARTICLE II, Term

Section 2.01. Initial Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, the term ("Term") of this Lease shall continue in force for a term commencing on October 12, 2020 ("Commencement Date") and expiring on June 30, 2021 ("Expiration Date"). Tenant or Landlord shall have the right to terminate the Lease prior to the Expiration Date by providing 30 days' written notice to the other party..

Section 2.03. Condition of Leased Premises. Tenant has personally inspected the Leased Premises and accepts the same "**AS IS**" without representation or warranty by Landlord of any kind or nature as to condition, fitness for a particular purpose, or otherwise.

ARTICLE III, Use and Occupancy

Section 3.01. Permitted Use. The Leased Premises are to be used and occupied by Tenant solely for the use as a COVID-19 test site. Tenant may use the Leased Premises for other lawful purposes only with the prior written consent of Landlord, which consent may be withheld, conditioned, or delayed in Landlord's sole and absolute discretion.

Section 3.02. Care of the Leased Premises. Tenant shall not commit or allow any waste or damage to be committed on any portion of the Leased Premises. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable or deemed to be extra hazardous on account of fire or permit anything to be done which would in any way increase the cost of fire insurance coverage on the Building and/or its contents. Tenant shall not place any objects in any part of the Leased Premises that would place a load on the floors of the Leased Premises in excess of sixty (60) pounds per square foot without prior approval by Landlord. Landlord shall have the right to have a floor load analysis of any part of the Leased Premises made at any time. If such analysis should indicate the

foregoing limitations have been exceeded, Tenant shall immediately take such action as may be required to eliminate the overloading condition and will reimburse Landlord for the expense incurred in completing the analysis as well as any damage caused by such overloading.

Section 3.03. Laws and Regulations; Rules of Building. Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Leased Premises. Tenant will comply with the rules of the Building reasonably adopted by Landlord from time to time for the safety, care and cleanliness of the Leased Premises and the Building and for preservation of good order therein, all of which will be sent by Landlord to Tenant in writing and thereafter shall be carried out and observed by Tenant. Landlord shall not be held responsible or liable for the failure of any other tenant to observe any rules of the Building or any other provision of its lease.

Section 3.04. Nuisance. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance or interfere with, annoy or disturb any other tenant or Landlord in its operation of the Building.

ARTICLE IV, Rent

Section 4.01. Basic Rent. Tenant hereby agrees to pay a basic rent (hereinafter called "Basic Rent"), payable in equal monthly installments in advance on the first day of each calendar month beginning on the Commencement Date and throughout the Term, without demand and without any deduction, abatement, counterclaim or set-off, in monthly payments in the amount of Three Thousand One Hundred Eighty-eight Dollars and 50/100 (\$3,188.50)

The Basic Rent together with any other monetary obligations due under this Lease shall collectively be referred to as "Rental". Tenant hereby agrees to pay the Rental when due to Landlord at 2780 Reliable Parkway, Chicago, IL 60686 – 0027 or at such other location as Landlord may designate from time to time. In the event of a partial month at the beginning or end of the Term of this Lease, Rental shall be prorated on the basis of a 30-day month. Any portion of the Rental or any other charges not paid when due shall bear a delinquency service charge equal to five percent (5%) per month of such delinquency. All Rental and other charges payable by Tenant pursuant to the terms of this Lease shall be payable without relief from valuation and appraisal laws. Tenant shall be charged the current NSF fee for each check that is returned to Landlord for lack of sufficient funds. Rental will be considered paid when good funds are received.

ARTICLE V, Building Operating and Services

Section 5.01. Services. Subject to Section 5.03 below, Landlord agrees to furnish to the Leased Premises the following services:

- (a) Hot and cold water for lavatory purposes and cold water for drinking;
- (b) Elevator service on a continuous basis (if applicable);

- (c) Central heat and air conditioning;
- (d) Electrical power sufficient for the operation of Building Standard lighting, typewriters, office copying machines and other machines of similar low electrical consumption; provided that if the installation of any of Tenant's equipment, or any special electrical equipment installed by Landlord to service Tenant's equipment, requires additional air conditioning or ventilating capacity above that provided by the Building's standard systems, then the additional air conditioning and/or ventilating equipment shall be provided by Tenant and the installation and operating costs of such additional equipment will be the obligation of Tenant; and
- (e) Lamps, bulbs, tubes and ballasts for Building Standard lighting fixtures used on the Leased Premises.
- (f) Use of dumpster for non-medical waste.

In the event that any law, ordinance or other governmental regulation now or hereafter in effect shall impose a limit or allocation to the Building of any utility or other service, whether or not the same is to be supplied to the Building or the Leased Premises by Landlord pursuant to this Section 5.01, then Tenant shall not use such utility or other service in an amount or in a manner which would result in the violation by Landlord or Tenant of such law, ordinance or regulation.

Section 5.03. Building Repairs. Except as otherwise expressly set forth herein, neither Landlord nor Tenant have any obligation to maintain, repair or replace any components of the Building or Leased Premises, including the HVAC mechanical, electrical or plumbing systems. Landlord shall maintain the parking lots and landscaped areas surrounding the Building and such additional maintenance as may be necessary because of damage by persons other than Tenant, its agents, employees, invitees or visitors. The obligation of Landlord to maintain and repair the Leased Premises shall be limited to Building Standard Work.

Section 5.04. Repairs by Tenant. Tenant may, at its sole discretion, cost and expense, perform all maintenance, repairs and replacements to the Leased Premises that are not Landlord's express responsibility under this Lease. Tenant shall keep the Leased Premises in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for janitorial services in the Leased Premises, including proper storage and disposal of all medical waste. Tenant acknowledges its responsibility to comply with all relevant local, state and federal regulations and guidelines regarding medical waste.

Notwithstanding the foregoing, should the Leased Premises become unsuitable for occupancy and the parties decline to make the necessary repairs to the Leased Premises, this Lease shall terminate upon 7 business days' advance notice given by either party.

Section 5.05. Additions, Alterations and Improvements. Tenant shall not permit the Leased Premises to be used for any other purpose than that stated in Section 3.01 hereof, or make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the express written consent of Landlord, which consent may be granted, withheld, or

conditioned in Landlord's sole and absolute discretion. All contractors, mechanics or laborers used by Tenant in performance of any such work shall be subject to Landlord's prior written approval. Any and all such alterations, additions or improvements when made to the Leased Premises by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease, by lapse of time or otherwise, unless Landlord, by notice to Tenant no later than twenty (20) days prior to the date fixed as the Expiration Date of this Lease, elects to have them removed by Tenant, in which event the same shall be removed from the Leased Premises by Tenant at Tenant's expense. This Section shall not apply to movable equipment or furniture of Tenant other than as related to damage to the Building caused by installation or removal of such property. At Landlord's request, Tenant shall promptly repair or pay for repairing any damage to the Building caused by the installation or removal of any such alterations, additions, improvements, equipment, or furniture.

Notwithstanding the foregoing, Landlord shall contract for an ADA accessible ramp to be constructed for ingress and egress to and from the Building. Tenant shall reimburse Landlord for the full cost to construct the ramp within thirty (30) days of completion.

Section 5.06. Liens. Tenant shall keep the Leased Premises free from any liens, including, but not limited to, mechanic's liens. In the event any lien attaches to the Leased Premises, Landlord may pay the amount of such lien to cause its release but only after first giving Tenant thirty (30) days written notice and if Landlord is not otherwise indemnified therefor. In the event that Landlord releases such lien caused by Tenant under this Section, then Tenant shall pay Landlord, on demand, the actual, out-of-pocket costs incurred by Landlord to cause such lien's release.

ARTICLE VI, Security Deposit; Landlord's Lien

Section 6.01. Security Deposit. Intentionally Omitted

Section 6.02. Landlord's Lien. Intentionally Omitted

ARTICLE VII, Assignment and Subletting

Section 7.01. Assignment and Subletting. Tenant shall not assign or transfer this Lease or any interest herein or sublet the Leased Premises or any part thereof or permit the use of the Leased Premises or any part thereof by any party other than Tenant, without the prior written consent of Landlord, which consent may be withheld, conditioned, or delayed in Landlord's sole and absolute discretion.

ARTICLE VIII, Non-Liability, Indemnification, Hazardous Materials, Insurance and Waiver of Subrogation

Section 8.01. Non-Liability of Landlord. Landlord or its agents shall not be liable for any injury or damage to person or property in the Leased Premises resulting from any cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees. Landlord or its agents shall not be liable for any damage or loss to property of Tenant

however caused.

Section 8.02. Indemnification to Landlord. To the extent allowable by law, Tenant covenants and agrees to indemnify and save Landlord and/or its agents harmless from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims, or judgments arising from injury during the Term to person or property within or upon the Leased Premises, the Building, or the land underlying the Building occasioned wholly or in part by any acts, omission or omissions of Tenant, its agent, servants, contractors, employees, visitors or licensees occurring on the Leased Premises.

Section 8.03. Indemnification to Tenant. Landlord covenants and agrees to indemnify and save Tenant and/or its agents harmless from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims, or judgments arising from injury during the Term to person or property within or upon the Leased Premises occasioned wholly or in part by any willful acts or gross negligence of Landlord, its agents, servants, contractors, employees, visitors or licensees occurring on the Leased Premises.

Section 8.04. Hazardous Materials. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises any such materials or substances, except to use in the ordinary course of Tenant's business as permitted under this Lease, and then only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Leased Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Leased Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials in the Leased Premises, the Building or the land underlying the Building, or elsewhere, if caused by Tenant or persons or agents acting under Tenant.

Section 8.05. Insurance of Tenant. Tenant shall keep in full force and effect during the Term of this Lease a policy of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant on the Leased Premises, to have benefits of not less than \$1,000,000.00 for injury to or death of one person, \$1,000,000.00 for one accident or occurrence, and \$1,000,000.00 for injury to property. The policies shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds.

Tenant shall carry such insurance against loss of its property in the Leased Premises by fire and other hazards as Tenant deems necessary. Landlord shall not be liable for any damage to Tenant's property, regardless of the nature or cause of such fire or other casualty and regardless of whether caused by any act or negligence of Landlord or Landlord's employees, agents or licensees, or other tenants contributed thereto, and Tenant expressly releases Landlord of and from all liability for any such damage.

ARTICLE IX, Destruction and Damage

Section 9.01. Destruction and Damage. If, during the Term of this Lease, the Leased Premises or Building are so damaged by fire or other casualty so that the Leased Premises or the Building are rendered unfit for occupancy, as determined by Landlord, or if Landlord elects not to repair the Leased Premises or Building and Landlord gives Tenant written notice to that effect, then this Lease shall cease and terminate from the date of such damage.

ARTICLE X, Defaults and Remedies

Section 10.01. Events of Defaults. The happening of any one or more of the following events shall be deemed to be an "Event of Default":

- (a) The making by Tenant of an assignment for the benefit of its creditors;
- (b) The levying of a writ of execution or attachment on or against the Leased Premises or Tenant's interest therein as the property of Tenant and the same not being released or discharged within ten (10) days thereafter;
- (c) Institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceedings;
- (d) The voluntary filing of any proceeding for liquidation, dissolution or adjudication of Tenant as a bankrupt;
- (e) The doing by Tenant of any act pursuant to which a claim of a mechanic's lien upon the Leased Premises or the Building is asserted of record and the same is not released or otherwise provided for by indemnification satisfactory to Landlord within thirty (30) days after written notice thereof is given by Landlord to Tenant;
- (f) The making of any assignment of this Lease or any subletting of the Leased Premises or some portion thereof, except in accordance with Article VII above;

- (g) The failure of Tenant to pay Basic Rent or any installment thereof within ten (10) days after receipt of notice;
- (h) The failure of Tenant to pay all costs, expenses, advances, charges and other amounts (other than the payment of Basic Rent referred to in [g] above) that Tenant is required to pay under this Lease within fifteen (15) days after notice or demand therefor is served upon Tenant by Landlord; or
- (i) The failure of Tenant to perform any of its covenants under this Lease (other than Tenant's covenants referred to in [g] and [h] above) within thirty (30) days after notice or demand therefor is served upon Tenant by Landlord.

Section 10.02. Remedies. Upon the occurrence of an Event of Default, Landlord shall have the option to:

- (a) Terminate this Lease and all rights of Tenant hereunder;
- (b) Re-enter the Leased Premises with or without process of law, using such means as may be necessary to remove all persons and property therefrom; or
- (c) Exercise any other right or remedy available to Landlord at law or in equity in addition to or as an alternative to any of the other rights and remedies of Landlord herein specified upon the occasion of any such Event of Default.

In the event of Landlord's re-entry upon the Leased Premises as a result of the occurrence of any such Event of Default, Landlord shall be under no duty whatsoever to attempt to relet the Leased Premises or to otherwise mitigate its damages resulting from the occurrence of the Event of Default, unless and until all other rentable space within the Building that is not occupied by Landlord for its own use shall be leased and occupied. In the event that Landlord should relet the Leased Premises or some portion thereof during the balance of the Term of this Lease, the proceeds of such reletting, after deduction of all reasonable costs in connection with repossession and reletting of the Leased Premises (including, without limitation, all attorney's fees, leasing commissions, remodeling costs and similar expenses) shall be applied to satisfaction of Tenant's obligations hereunder. Landlord shall have the right to file suit to recover any sums falling due under this Lease from time to time on one or more occasions without being obligated to wait until the expiration of this Lease. In the event that Landlord should elect to terminate this Lease, Landlord shall be entitled to recover forthwith as damages from Tenant a sum of money equal to the total of the cost of recovering possession of the Leased Premises, the unpaid Rental owed at the time of such termination, the balance of the Rental for the remainder of the Term and any other sum of money or damages owned by Tenant to Landlord.

Section 10.03. Advances. In the event of any breach of the obligations of Tenant hereunder, Landlord shall also have the right to cure such breach for the account and at the expense of Tenant. Any money spent or costs or expenses incurred in curing such a breach or Event of Default for the account of Tenant, together with eighteen percent (18%) additional overhead

charge, shall be reimbursed to Landlord by Tenant on demand.

Section 10.04. Fees and Costs. In the event either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord or Tenant employs an attorney to bring an action for the enforcement of this Lease or any part thereof, or the collection of any Rental due or to become due hereunder or recovery of possession of the Leased Premises, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection therewith. The parties further agree that any judgment rendered in favor of one party against the other in any legal action related to this Lease, whether commenced by Landlord or by Tenant, shall include additionally a judgment for attorneys' fees which Landlord and Tenant, whichever prevails, hereby agrees to pay. In the event that Landlord is made a party to any action brought by any third party arising out of Tenant's use or occupancy of the Leased Premises, Tenant shall indemnify and hold Landlord harmless from any costs or fees in defending such action and from any judgment rendered against Landlord in such action.

Section 10.05. Interest after Default. All amounts payable by Tenant after occurrence of an Event of Default shall carry interest at the rate of four percent (4%) per year over the commercial prime rate as reported in the Wall Street Journal or by JP Morgan Chase Bank in effect on the date any such amounts become delinquent.

ARTICLE XI, Eminent Domain

Section 11.01. Effects of Taking. If any part of the Leased Premises or Building (or underlying land) should be taken under the exercise of the power of eminent domain, Landlord may elect to terminate this Lease or to continue the same in effect. If Landlord elects to continue the Lease, the Rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall be responsible for the performance of all work necessary to make the Leased Premises usable by Tenant in addition to all work necessary in other portions of the Building as a result of such taking. In the case of the taking of a portion of the Leased Premises, Tenant shall also have the right to elect to terminate this Lease. In the event of termination of this Lease by either Landlord or Tenant, notice of such termination shall be given to the other party within thirty (30) days after possession of the portion of the Leased Premises is taken by the condemning authority. Such termination shall be effective as of the date when exclusive possession of the Leased Premises, Building or underlying land (or part thereof taken) is surrendered by Landlord to the condemning authority.

Section 11.02. Awards. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord or Tenant, whether as damages or as compensation, will be the property of Landlord, free of any claim of Tenant. Notwithstanding the foregoing, Landlord shall not be entitled to any award or compensation paid to Tenant for its moving expenses or for any personal property or improvements of Tenant that may be taken in such proceeding.

Section 11.03. Definition. The term "taking" as used herein shall include any conveyance or transfer in lieu of condemnation as well as any legal action in condemnation taken under the power eminent domain.

ARTICLE XII, Subordination to Mortgages

Section 12.01. Automatic Subordination. This Lease, and the rights of Tenant hereunder, shall be subordinate to the lien or liens of any mortgage or mortgages now or at any time hereafter in force with respect to the Building (including the underlying land) and to all advances made or hereafter to be made upon the security thereof. If requested by the holder of any such mortgage or mortgages, Tenant shall execute and deliver to such holder an instrument in form and substance satisfactory to such holder specifically subordinating this Lease to the lien of such mortgage or mortgages.

Section 12.02. Waiver of Subordination. Notwithstanding the terms of Section 12.01, the holder of any such mortgage or mortgages shall have the right at any time prior to the later of (i) thirty (30) days after the date of final execution of this Lease, or (ii) thirty (30) days after the date of recording of any such mortgage to declare this Lease to be superior in priority to the lien of said mortgage notwithstanding the respective dates of execution or recording of any such document.

Section 12.03. Attornment. If by reason of any default on the part of Landlord or any successor Landlord as mortgagor under any such mortgage or mortgages to which this Lease is subordinate, if any such mortgage is foreclosed by legal proceedings or extinguished by conveyance in lieu of foreclosure or otherwise, Tenant, upon the election of the holder of any such mortgage, but not otherwise, will attorn to and recognize such mortgage holder and its successor and assigns, including any purchaser in foreclosure or grantee of a deed in lieu thereof, as Landlord under this Lease. Tenant shall execute and deliver at any time, upon request of Landlord or any holder of a mortgage to which this Lease is subordinate, an instrument to evidence such attornment and containing the agreement of Tenant that no action taken to enforce any such mortgage by reason of any default thereunder shall terminate this Lease or invalidate or constitute a breach of any of the terms hereof. In the event that several mortgagees have a security interest with different priority, Tenant shall attorn to such mortgagees in the order of their priority.

ARTICLE XIII, Tenant's Estoppel Certificates

Section 13.01. Agreement to Execute. Tenant agrees that, from time to time upon request by Landlord, Tenant will execute and deliver to Landlord or to any mortgagee of Landlord's interest in the Building (or underlying land) or any purchaser or prospective purchaser of Landlord's interest in the Building or the Leased Premises a statement in form and content supplied by Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, identifying the modifications and certifying that the Lease as modified is in full force and effect); (b) the dates to which Rental and any other charges have been paid; (c) the dates of commencement and expiration of the Term of this Lease; (d) that Landlord is not in default in the performance of any of its obligations under the terms of this Lease, or if any such default is claimed, the exact nature thereof in detail; and (e) such other matters as Landlord or any such other party may reasonably request. Any such certificate shall be executed and delivered by Tenant within ten (10) days after request therefor is made.

ARTICLE XIV, Reserved Rights

Section 14.01. Right of Inspection. Landlord, its agents and employees shall have the right at any reasonable time and upon reasonable notice to enter the Leased Premises without unreasonable interference with Tenant's business operations for the purpose of examining the condition thereof.

Section 14.02. Repairs. Landlord reserves the right, with reasonable prior notice, and without unreasonable interference with Tenant's business operations, to enter the Leased Premises as may be necessary from time to time for the purpose of making repairs or alterations thereto or to the Building as may be required for the safety, protection and preservation of the Leased Premises and the Building. The reservation of such right of entry shall not enlarge in any way the obligations of Landlord for maintenance and repairs of the Building or Leased Premises as otherwise provided in Article V hereof.

Section 14.03. Rights with Respect to the Building. Landlord hereby reserves the right to perform any work in or about the Building or any adjacent or nearby land, street or other facility not included within the Leased Premises. Landlord reserves the right to erect scaffolding, ladders and other materials in, on, or about the Building. Landlord reserves the right to change the number, size, height, location or arrangement of any common areas of the Building, from time to time, as Landlord may deem proper. Landlord reserves the right to close the Building during times of emergency and to require that all persons entering or leaving the Building during such hours as Landlord may from time to time reasonably specify identify themselves to persons designated by Landlord by registration or otherwise and establish their right to enter or leave the Building. Landlord reserves the right to exclude or expel at any time from the Leased Premises or the Building any peddler, solicitor or unruly person or any person causing any disturbance.

Section 14.04. Exhibition of Premises. Landlord reserves the right to enter the Leased Premises during Tenant's normal business hours and with advance notice to Tenant for the purpose of exhibiting the Leased Premises to prospective purchasers or prospective or existing mortgagees and prospective tenants.

Section 14.05. Extension of Building Services. Tenant shall permit Landlord to use, maintain and replace pipes, conduit, wires and ductwork in and through the Leased Premises and to erect new pipes, conduit, wires and ductwork therein as may be required for service to other portions of the Building and to enter upon the Leased Premises, with reasonable prior notice and without unreasonable interference with Tenant's business operations as may be required for the exercise of such rights.

Section 14.06. Building Identification. Landlord reserves the right to change the name and/or street address of the Building on reasonable notice to Tenant. Landlord reserves the right to install, remove, replace and maintain signs on the exterior of the Building.

Section 14.07. Effect of Exercise of Reserved Rights. The reasonable exercise of any right reserved to Landlord under the terms of this Lease shall never be deemed to constitute eviction of

Tenant or trespass by Landlord or any of its contractors, agents or employees, and Tenant shall not be entitled to any abatement or reduction in Rental by reason thereof.

ARTICLE XV, Rights on Termination

Section 15.01. Surrender of Possession. At the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good a condition as they were at the Commencement Date, ordinary wear and tear or damage resulting from casualty covered by Landlord's fire and extended coverage insurance excepted. Upon such termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Leased Premises without notice.

Section 15.02. Holding Over. In the event Tenant should remain in possession of the Leased Premises after expiration of the Term of this Lease without the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance subject to all of the covenants and obligations of this Lease.. Landlord, upon notice to Tenant, shall have the right to deem the continuing occupancy of Tenant to constitute the creation of a month-to-month tenancy at a monthly Basic Rent of one hundred fifty percent (150%) of the monthly Basic Rent provided hereunder, which month to month tenancy shall continue until either party shall have given the other one (1) full calendar months' notice of an intention to terminate such month-to-month tenancy.

ARTICLE XVI, Notices

Section 16.01. Notices. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and sent via a recognized overnight courier addressed to Tenant at the Leased Premises; or to Landlord at:

Indiana University Health Bloomington, Inc.
Attn: COO
601 West. 2nd Street
Bloomington, IN 47403

With copies to:

Indiana University Health, Inc.
Attn: VP – Corporate Real Estate
950 North Meridian Street
Suite 1200
Indianapolis, IN 46204

Indiana University Health, Inc.
Attn: General Counsel
340 West 10th Street
Suite 6100

Indianapolis, IN 46202

Either Landlord or Tenant may from time to time designate in notice given to the other in the manner herein provided some other address for notices. Any notice to be given to Tenant may also be given by personal delivery of the written notice to the person in charge of the business operations of Tenant at the Leased Premises at the time.

Section 16.02. Effective Date of Notice. Any notice given by overnight courier shall be deemed to have been given on the day following the date upon which it is deposited with the overnight courier service and addressed as required herein. Any notice served upon Tenant by delivery to the person in charge of the business operations of Tenant at the Leased Premises shall be deemed to be given upon the occasion of such personal delivery.

ARTICLE XVII, Miscellaneous Agreements

Section 17.01. Waiver. The failure of Landlord to seek redress for violation of, or to insist upon strict and timely performance of, any covenant or condition of this Lease or any of the rules of the Building shall not constitute a waiver of any such violation or prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of Rental with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the full Rental due shall be deemed to be other than on account of the earliest stipulated payments due, nor shall any endorsement or statement on any check or in any letter accompanying any check or other payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rental or to pursue any other remedy as provided in this Lease. No act or thing done by Landlord or Landlord's agents shall be deemed an acceptance of a surrender of the Leased Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Leased Premises prior to the termination of this Lease and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or an acceptance of a surrender of the Leased Premises.

Section 17.02. Representations. Neither Landlord nor Landlord's agents have made any representation or promises with respect to the Leased Premises, the Building, the land upon which the Building is erected, the expenses of operation of the Building or any other matter or thing affecting or related to the execution of this Lease except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. All understandings and agreements heretofore made between the parties hereto are merged in this Lease which alone fully and completely expresses the agreement between Landlord and Tenant and any agreement hereafter made shall be ineffective to change, modify or amend it in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant.

Section 17.03. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the Rental and all other charges due hereunder and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Leased Premises, subject, however, to the terms and conditions of this Lease.

Section 17.04. Status of Landlord. The term Landlord as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the Landlord's interest in the Building and in the event of any transfer or transfers of the title to such interest, whether by sale or by lease, the Landlord herein named (and in case of any subsequent transfers or conveyances the then lessor or grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all personal liability with respect to the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of the Landlord shall be binding upon the Landlord, its successors and assigns, only during and in respect of their respective periods of ownership. Tenant shall look solely to the estate and property of the Landlord in the Building and the land on which it is located for the collection of any judgment (or enforcement of any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord and no other property or assets of Landlord or its partners shall be subject to levy, execution or other enforcement procedures for the satisfaction of any obligation due Tenant.

Section 17.05. Air and Light. This Lease does not grant or guarantee Tenant continuance of or any easement for light and air over any property adjoining the Leased Premises or the Building.

Section 17.06. Consents and Approvals. Wherever the consent or approval of Landlord is required, such consent or approval shall only be valid when given expressly in writing and identified in such writing as being intended as a consent or approval required by the terms of this Lease. Consent or approval shall never be implied by any act or statement made by or on behalf of Landlord.

Section 17.07. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and in force to the fullest extent permitted by law.

Section 17.08. Governing Law. This Lease has been negotiated in the State of Indiana with respect to premises located within the State of Indiana and shall be governed by the laws of the State of Indiana, without giving effect to the conflict of law or rules thereof.

Section 17.09. Signage. Any signage of Tenant installed on the exterior of the Building shall be installed by Tenant at Tenant's sole cost expense, but in all events such signage shall be approved by Landlord in writing, which approval may be granted, withheld, conditioned, or delayed in Landlord's sole and absolute discretion.

Section 17.10. Terrorism and Anti-Money Laundering. Tenant covenants, represents and warrants that:

- (a) As of the date hereof and throughout the term: (i) Tenant; (ii) any person or entity controlling or controlled by Tenant; (iii) if Tenant is a privately held entity, any person or entity having a beneficial interest in Tenant; or (iv) any person or entity for whom Tenant is acting as agent or nominee in connection with this transaction, is not an OFAC Prohibited Person, as herein defined.
- (b) To comply with applicable Anti-Money Laundering Laws, as herein defined, all payments by Tenant to Landlord or from Landlord to Tenant will only be made in Tenant's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States or a bank that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 531 I, et seq.), as amended and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time.
- (c) Tenant agrees to provide Landlord at any time and from time to time during the Term with such information as Landlord reasonably determines to be necessary or appropriate to comply with the Anti-Money Laundering Laws or any applicable jurisdiction or to respond to requests for information concerning the identity of Tenant, any person or entity controlling or controlled by Tenant, or any person or entity having a beneficial interest in Tenant, from any governmental authority, self-regulating organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information.

The term "OFAC Prohibited Person" means, a country, territory, individual or entity (i) listed on, included within or associated with any of the countries, territories, individuals or entities referred to on The Office of Foreign Assets Control's List of Specially Designated Nationals and Blocked Persons or any other prohibited person lists maintained by governmental authorities or otherwise included within or associated with any of the countries, territories, individuals or entities referred to in or prohibited by OFAC or any other Anti-Money Laundering Laws, or (ii) which is obligated or has any interest to pay, donate, transfer or otherwise assign any property, money, goods, services, or other benefits from any of its assets, directly or indirectly, to any countries, territories, individuals or entities on or associated with anyone on such list or in such laws.

The term "Anti-Money Laundering Laws" means the USA Patriot Act of 2001, the Bank Secrecy Act, as amended through the date hereof, Executive Order 13324 - Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, as amended through the date hereof, and other federal laws and regulations and executive orders

administered by the United States Department of Treasury, Office of Foreign Assets Control ("OFAC") which prohibit, among other things, the engagement in transactions with and the provision of services to, certain foreign countries, territories, entities and individuals (such individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanction and embargo programs), and such additional laws and programs administered by OFAC which prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on any of the OFAC lists.

Section 17.11. Compliance. The parties agree and acknowledge that it is their mutual intent that: nothing herein is intended to or shall be construed to establish any present or future economic or other arrangement in violation of any laws or regulations, including, without limitation, the Medicare/Medicaid Anti-Kickback statute, Section 1877 of the Social Security Act (the "Stark Act"), the Federal Physician Self-Referral laws, and various state laws applicable to healthcare providers and their relationships with physicians and other providers.

Section 17.12. Broker(s). Tenant and Landlord each covenants, warrants and represents that no broker was instrumental in bringing about or consummating this Lease and that no party is entitled, as a result of the actions of Landlord or Tenant, to a commission or other fee resulting from the execution of this Lease. Each party agrees to indemnify and hold harmless the other against and from any and all claims, costs, expenses and liabilities in connection with such party's breach of this representation and warranty (including, without limitation, attorneys' fees and expenses) and such indemnifying party shall pay any compensation to any other broker or person who may be entitled thereto. Such indemnity obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the expiration or earlier termination of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease this ____ day of _____, 2020.

LANDLORD:

Indiana University Health Bloomington, Inc.

TENANT:

Monroe County Commissioners

By: _____

Printed: Brian Shockney

Title: President, South Central Region

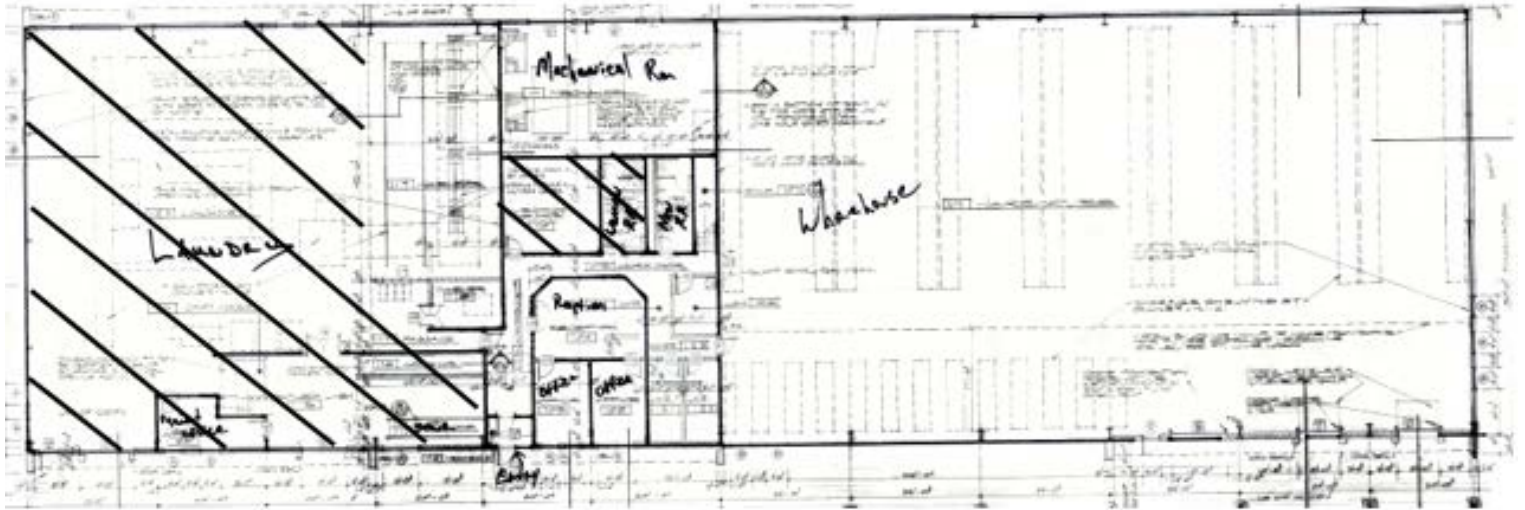
By: _____

Printed: _____

Title: _____

EXHIBIT A

DEPICTION OF LEASED PREMISES



Leased Premises

GRANT AGREEMENT

CONTRACT #0000000000000000000045129

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Health (the "State") and MONROE 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; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$200,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Federal Code 42 USC § 247d-3b** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):
CARES Act Coronavirus Relief Fund and Epidemiology and Laboratory Capacity
for Infection Diseases

CFDA # 21.019 and 93,323

If State Funds: Program Title N/A _____

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on **September 01, 2020** and shall remain in effect through **June 30, 2021**. Unless otherwise provided herein, it may be extended or renewed

upon the written agreement of the parties and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this grant in the amount of **\$200,000.00**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.
- C. The funds provided thorough this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out the specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the State documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment 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. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than (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 the State 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 the State, 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 the State.

- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by 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/files/erfa_2016.pdf. Guidelines for filing the annual report are included in **Attachment D** (Guidelines for Non-governmental Entities).
- D. 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

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are

hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
 - 1) The Grantee and any principals of the Grantee certify that:
 - a) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 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 this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- 2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - a) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - b) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

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

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

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

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, 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 State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. 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.

15. 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>.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination.

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

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service 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
E-mail: isdhcontracts@isdh.in.gov

Notices to the Grantee shall be sent to:

Julie Thomas
Monroe County Health Department
100 W. Kirkwood RM 204
Bloomington, IN 47404
commissionersoffice@co.monroe.in.us

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.

19. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state

law, including those identified in paragraph **24**, below; (2) this Grant Agreement, (3) Attachments prepared by the State, and (4) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

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

22. Termination for Convenience.

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

23. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions.

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

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties. -Deleted**

26. 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 (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. Amendments.

No alteration or variation of the terms of this Grant 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.

28. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2019 OAG/ IDOA Professional Services Contract Manual or the 2019 SCM Template) in any way except as follows: _____

Amendments -added

Grant Funding- modified

HIPAA Compliance-added

Implementation of and reporting on the Project -modified

Order of Precedence incorporation by Reference-modified

Payment of Claims-modified

Project Monitoring-modified

Provision Applicable to Grants with tax-funded State Educational Institutions:

"Separateness" of the Parties -Deleted

Representations and Warranties of the Grantee-modified

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

MONROE COUNTY HEALTH DEPARTMENT

By: 
1E0F5FF84AC4468...

Title: President- Julie Thomas

Date: 9/30/2020 | 10:20 EDT

Indiana Department of Health

By: 
58504967240843D...

Title: Chief Financial Officer

Date: 9/30/2020 | 11:46 EDT

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

ATTACHMENT A
CARES ACT CORONAVIRUS RELIEF FUND &
EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES
September 1st, 2020 – June 30th, 2021
GRANT INFO: Epidemiology and Laboratory Capacity for Infection
Diseases CFDA #93.323 & CARES Act Coronavirus Relief Fund CFDA
#21.019

INTRODUCTION

The Division of Emergency Preparedness (DEP) and Epidemiology Resource Center (ERC) within the Indiana State Department of Health (ISDH) are responsible for administering the Epidemiology and Laboratory Capacity Control of Emerging Infectious Diseases (ELC) Grant received from the Centers for Disease Control and Prevention (CDC) to support COVID-19 response activities. A portion of this grant involves expanding testing capacity through community-based options. Access to local testing is critical to Indiana's response to the COVID-19/SARS-CoV-2 pandemic response and through this grant ISDH is enabling local health departments to engage local communities and partners in COVID-19 testing. Additionally, the State of Indiana has designated \$12.5M from the COVID-19 CARES Act Coronavirus Relief Fund for the first year of LHD clinic funding. The ISDH-DEP administers these funds through sub-recipient agreements which require locally operated testing activities aimed at enhancing local COVID-19 testing. These agreements include supplies and funding provided by ISDH.

SUPPLIES, SERVICES, AND FUNDING RECEIVED

The Indiana State Department of Health (ISDH) will provide the essential supplies to local health departments to support testing sites. These include staff member personal protective equipment (PPE), such as N95 masks, surgical masks, gloves, gowns, and face shields. Specimen collection supplies such as nasopharyngeal swabs and viral transport media (VTM). Site promotional materials such as sandwich boards for lane markings at the testing site. Cold storage capacity materials including large fridge freezers/Vacchi-coolers, large and medium coolers, and ice packs. A technology package to include registration label printer, label cartridges, and mobile internet MiFi with two years or service. See the table below for a comprehensive list of state-provided supplies per site. Supplies are provided to support a throughput of 100 specimens collected per day, with the expectation of sites operating five days per week.

Supply List Provided Per Clinic Site (2 years of supplies, based on 100-person throughput per clinic per day)		
Individual Site 2-Year Quantity	Unit	Item
520	each	TZe-251 label cartridge
2	each	Label printers
1	each	MiFi with 2 year service
50	gallon	Hand sanitizer refill
1	each	16oz bottles of hand sanitizer
2	each	Sandwich boards (lane markers: enter = 1, exit = 1)
1	each	Large cooler
1	each	Medium cooler
1	each	Large fridge freezes/Vacci-Coolers (Stable cooling source)
16	each	Ice packs
2	each	iPads
1040	each	gowns
1040	each	n95
52000	each	surgical masks
1040	each	face shields
104000	each	gloves

In addition to physical supplies, the ISDH will provide each site with access to patient registration services, laboratory services, and courier services. Each site will have access to the web-based patient registration platform, Zotec. This platform supports patient pre-registration and on-site registration, specimen accessioning, and results notification. The Zotec system and the included printer, ink cartridges, and labels will be utilized for specimen test tube labeling. Zotec will be utilized by the state to capture client throughput rates at testing sites. Testing supplies including swabs, VTM, PPE and other supplies will be evaluated and may be increased should the demand provide.

ISDH is providing a courier service for specimen collection and transport to laboratories participating in the state Laboratory Testing Network.

The Indiana State Department of Health is providing local health departments with \$100,000 per testing site. Tiers of support are based on county population, this is a Tier 2 agreement.

Funding may be used for personnel support, rent, utilities, and other non-ISDH provided supplies needed to operate site(s). This could include biowaste removal, cleaning/utility service for selected sites, etc.

Tier	2019 Est. Population	# of Sites	Total \$ Support
1	≥200,000	3	\$300,000
2	70,000 – 199,999	2	\$200,000
3	1 – 69,999	1	\$100,000

LOCAL TESTING REQUIREMENTS

Each local testing site is required to establish hours of operation including non-traditional hours to ensure accessibility to those who are working (e.g., after 5 p.m. and weekends). Requirements include:

- **Sites must operate minimum hours per week to meet the demands of community; optimally, the ISDH recommends clinic availability 5 days per week.**
- **A minimum of two of these days must offer site availability after 5 p.m.**
- **Additionally, clinics should be open on Saturdays; minimally 3 Saturdays a month.**
- **Testing locations should be in an ADA-compliant location that is accessible to all members of the community.**

ISDH will provide testing guidance, instructions, and testing criteria to local health departments as needed. Testing is available to any person who wishes to be tested, symptomatic or asymptomatic. There are no county residency restrictions. Testing and any related educational materials must be provided in culturally and linguistically appropriate standards. The ISDH Office of Minority Health and your local community's minority health coalitions are available to provide assistance.

Local health departments are encouraged to engage local partners such as hospitals, health clinics, EMS, other medical providers, and non-profit community partners to enable increased and sustained local testing capacity. To the extent possible, we encourage health departments to also provide "one-stop" services (such as immunizations, lead testing, etc.) at the same time to minimize the need for multiple trips.

In addition to local testing capacity, the local health departments continue to be responsible for contacting positive COVID-19 cases who are deemed "lost to follow-up" by ISDH's centralized contract tracing unit. A case is flagged with this status when they are not reachable by the contact tracing unit. Upon contact with these cases, local health departments will provide education and support services to residents who have additional needs (e.g., connecting to housing services, 2-1-1, and other social services).

Attachment B Budget

The Indiana State Department of Health is providing local health departments with \$100,000 per testing site. Tiers of support are based on county population.

Upon Execution of Grant & Approved Work Plan - 50% funding

Upon opening/operating clinic for 60 days (must be prior to December 30, 2020) - 50% funding

Tier	2019 Est. Population	# of Sites	Total \$ Support
2	70,000 – 199,999	2	\$200,000

Funding may be used for personnel support, rent, utilities, and other non-ISDH provided supplies needed to operate site(s). This could include biowaste removal, cleaning/utility service for selected sites, etc.

Attachment C: Federal Funding

Federal Agency's: Department of the Treasury, Department of Health and Human Services

CFDA Numbers: 21.019, 93.323

Award Names: CARES Act Coronavirus Relief Fund, Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

1) Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of the Treasury relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided 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.
- c) Department of the Treasury Grants Policies and The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

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

2) Anti-kickback Statute

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

3) Victims of Trafficking and Violence Protection Act

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

4) Accessibility of Services

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

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

5) Federal Information Security Management Act (FISMA)

The Contractor or 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>.

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

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

8) Federal Funds Disclosure Requirements

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

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

This publication (journal article, etc.) was supported by the Coronavirus Relief Fund Grants from Department of the Treasury. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of the Treasury.

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.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will send the form via e-mail.

11) Federal Lobbying Requirements

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

For more information, please contact the ISDH Division of Finance.

Attachment D -- Annual Financial Report for Non-governmental Entities

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 the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at
<https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at
<https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at
https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Based upon Recommend starting 10/5 Ending June 30, 2021 = 38 weeks, 2 days		
# of Payrolls		19
Address:		640 South Morton Street, Bloomington, IN
Hours of Operation:		
Square Footage <i>of leased space</i>		6,377
Lease Agreement IU Health		
Addition of ADA compliant ramp <i>(cost to design and install)</i>	\$	10,000.00

Lease rental expenses		
# of months in project		9
Rent includes: Utilities, exterior maintenance property	\$3,188.50	\$28,696.50
Cleaning	\$2,300.00	\$20,700
Monthly total	\$5,488.50	
Project term total		\$49,396.50

Bi-weekly OPERATING EXPENSES (*staffing outsourced at 35 hr/week)	Per Individual bi weekly	Total Staff Bi weekly
* Site Manager (43.13/hour) -1	\$ 3,019.10	\$ 3,019.10
* Clinical (60.00/hr) -3	\$ 4,200.00	\$ 12,600.00
* Registration/Entrance (32.20/hour) -3	\$ 2,254.00	\$ 6,762.00
Bi weekly Operation TOTAL	\$ 9,473.10	\$ 22,381.10
Project term total		\$ 425,240.90

PPE/Medical SUPPLIES - Provided by the State of Indiana	\$	-
CARES SUPPORT from the STATE (total)	\$	(200,000.00)
General Office Supplies	\$	2,000.00
Capital Needs	\$	10,000.00
Total	\$	(188,000.00)

TOTAL COSTS	\$	296,637.40
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