



Department of Health and Human Resources
Authorization and Routing Cover Sheet
For GRANTS and
AGREEMENTS WITHIN OR BETWEEN STATE AGENCIES
Or CHANGE ORDERS

Bureau/Office Name: <u>Bureau for Public Health Commissioner's Office</u>	
The personnel attest by their signature below that the information attached has been read, reviewed, and approved.	Agreement Number: <u>G120507</u> Change Order Number: _____
Program Contact Person/Telephone Number <u>Jessa Mace</u> <u>9.29.11</u> Signature Date Telephone Number: _____	DHHR Finance Routing Signatures Office of Grants Management, Grant Administration and Reporting Division <u>Wm E Loyd</u> <u>10/6/11</u> Signature Date Telephone Number: <u>304-558-6818</u> Office of Accounting, General Accounting and Reporting Division <u>Kim R. Francois</u> <u>10/6/11</u> Signature Date Telephone Number: <u>8/6819</u> General Counsel <u>Joseph Taylor</u> <u>10/2/11</u> Signature Date
Financial Officer <u>Sammy Hoover</u> <u>9/26/11</u> Signature Date	
Office Director <u>Jess Richards</u> <u>9/29/11</u> Signature Date	
Bureau Commissioner <u>Jess Richards</u> <u>9/29/11</u> Signature Date	

Bureau certifies by signing the DHHR Finance-170, that the grantee is meeting current performance and financial objectives as required by the current grant agreement and therefore a renewal is permitted.



WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES GRANT AGREEMENT

3. Agreement Number: G120507

1. Federal Sub-recipient Grant Agreement (128)

2. Other Grant Agreement

4. WV FIMS Encumbrance Number: C367918

5. Grantee FEIN # 556000768		6. WV FIMS Vendor # 0000045812		7. Date Prepared 9/26/2011			
8. Grantee Name and Address WV DEPT OF EDUCATION BLDG 6 RM 204 1900 KANAWHA BLVD E CHARLESTON WV 25305			9. Spending Unit Name and Address Bureau for Public Health: Commissioner's Office 350 Capitol Street, Room 519 Charleston WV-25301				
10. Grantee Remittance Name and Address WV DEPT OF EDUCATION BLDG 6 RM 204 1900 KANAWHA BLVD E CHARLESTON WV-25305			11. Spending Unit Contact Person Name and Phone Tammy K. Hoover 304-356-4532				
12. Auditor's Information:							
Fund	FY	State Level Org	Act	State Level Obj	Amount		
0407	2012	0506	575	025	\$86,081.00		
0407	2012	0506	628	025	\$150,000.00		
0407	2012	0506	873	025	\$30,000.00		
0407	2012	0506	906	025	\$100,000.00		
5224	2012	0506	099	025	\$30,000.00		
8723	2012	0506	096	128	\$45,000.00		
8750	2012	0506	096	128	\$200,052.00		
8753	2012	0506	096	128	\$150,000.00		
Total:					\$791,133.00		
13. Start Date: July 01, 2011			14. End Date: June 30, 2012				
15. Description of Program providing support to county school systems through the eight components of coordinated school health							
16. Spending Unit							
Fund	FY	Ext Org	Act	Ext Obj	Grant	Project	Amount
0407	2012	3726	575	252			\$86,081.00
0407	2012	3726	628	252			\$150,000.00
0407	2012	3726	873	252			\$30,000.00
0407	2012	3726	906	252			\$100,000.00
5224	2012	3726	099	252	17729		\$30,000.00
8723	2012	3726	096	128	20233		\$45,000.00
8750	2012	3726	096	128	19116		\$200,052.00
8753	2012	3726	096	128	20364		\$150,000.00
Total:							\$791,133.00
17. Review and Approval Recommended:							
GAAR: <u>KR</u>		<u>10/6/11</u>		Grants: <u>nee</u>		<u>10/6/11</u>	
Initials		Date		Initials		Date	

**GRANT AGREEMENT
BETWEEN
THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Bureau for Public Health
Commissioner's Office
and
WV DEPT OF EDUCATION**

This Grant Agreement is between the West Virginia Department of Health and Human Resources, Bureau for Public Health Commissioner's Office hereafter "Department" and WV DEPT OF EDUCATION, hereafter "Grantee." The Grant Agreement is for the provision of providing support to county school systems through the eight components of coordinated school health as further described in **Exhibit A**.

WHEREAS, the Department has identified a public need;

WHEREAS, the Department has selected the Grantee to implement activities and services as described herein to accomplish a public purpose of support or stimulation authorized by Federal/State statutes and regulations;

WHEREAS, the Department will provide funds as available for these activities and services;

NOW, THEREFORE the parties mutually agree as follows:

I. PROGRAM SERVICES TO BE PROVIDED

1.01 **Scope:**

The Grantee agrees to provide the services and activities under the terms and conditions in the approved Statement of Work attached as **Exhibit A**.

II. GRANT AGREEMENT TERM

2.01 **Term:**

This Grant Agreement shall be effective for the period commencing on July 01, 2011 and ending on June 30, 2012. The Department shall have no obligation for payment of services rendered by the Grantee which are not performed within this specified period.

III. FUNDING

3.01 **Source of Funds:**

3.01(a) The Source of Funds Schedule, attached as **Exhibit B**, identifies the source of funds to be used as payment for the term of this Grant Agreement.

3.01(b) Federal funds are identified by the applicable Catalog of Federal Domestic Assistance (CFDA) numbers and the appropriated federal revenue fund account number(s).

3.01(c) State funds are identified by the specific appropriated general revenue fund and/or appropriated/non-appropriated special revenue fund account number(s).

3.02 Condition for Receipt of State Funds:

State funds provided by the Department to the Grantee under this Grant Agreement may not be used by the Grantee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Department.

3.03 Maximum Amount Available:

The Department agrees to pay the Grantee a sum not to exceed Seven Hundred Ninety-One Thousand One Hundred Thirty-Three dollars for the term of this Grant Agreement. The amount of this Grant Agreement can only change by written agreement which is signed by the parties.

3.04 Subject to Funds Availability:

3.04(a) This Grant Agreement is subject to the appropriation and availability of State and/or Federal funds. If the funds are not appropriated as anticipated, or they are otherwise unavailable, the Department reserves the right to reduce or terminate this Grant Agreement upon written notice to the Grantee.

3.04(b) Such reduction or termination shall not be deemed a breach of Grant Agreement by the Department.

3.04(c) Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement.

3.04(d) If termination occurs, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date, provided funds are available.

3.04(e) Upon such termination, the Grantee shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages of any description or amount.

3.05 Program Income:

3.05(a) **OMB Circular A-102** and **OMB Circular A-110** outline specific guidance for the tracking and disposition of any program income generated as a result of funds received under this Grant Agreement.

3.05(b) Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include interest on grant funds, nor does it include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Furthermore, program income does not include taxes, special assessments, levies, and fines raised by governmental recipients.

3.05(c) Grantee agrees to comply with all applicable regulations regarding program income.

IV. AUTHORIZING STATUTES AND REGULATIONS

4.01 Grantee Uniform Administrative Regulations:

For each kind of grantee organization, there is a set of Federal uniform administrative regulations. The following chart lists the kinds of organizations and the applicable uniform administrative regulations for each listed type of grantee.

<u>If the Grantee is a:</u>	<u>OMB Circulars Codified at:</u>
State, local or Indian tribal government use the uniform administrative requirements in OMB Circular A-102.	Department of Health and Human Services (DHS) codified at 45 C.F.R. § 92 and 45 C.F.R. § 95 ; Department of Agriculture (USDA) codified at 7 C.F.R. § 3016 ; Department of Education (EDUC) codified at 34 C.F.R. § 80 ; Environmental Protection Agency (EPA) codified at 40 C.F.R. § 31.
Private nonprofit organization, institutions of higher education, or a hospital use the uniform administrative requirements in OMB Circular A-110.	DHS codified at 45 C.F.R. § 74 ; USDA codified at 7 C.F.R. § 3019 ; EDUC codified at 34 C.F.R. § 74 ; EPA codified at 40 C.F.R. § 30.
For-profit organization use the uniform administrative requirements in OMB Circular A-110.	DHS codified at 45 C.F.R. § 74 ; USDA codified at 7 C.F.R. § 3019 ; EDUC codified at 34 C.F.R. § 74 ; EPA codified at 40 C.F.R. § 30.

4.02 Statutes and Program Regulations:

For each federal grant program there are applicable federal statutes and/or codified federal program regulations. Also included are any applicable West Virginia Code citations, administrative rules, and Department policies. A listing of the above information and possible sources for obtaining the information is attached as **Exhibit C**. This information is to be used by the Grantee to determine the manner in which the work is performed under this Grant Agreement.

4.03 Grantee Responsibility:

The Grantee is responsible for obtaining the above information. The listing is not to be deemed inclusive, but informative of relevant statutes and regulations.

V. PAYMENT TERMS AND CONDITIONS

5.01 Payment Methodology:

The payment methodology guidance and address for invoice submission, attached as **Exhibit D**, shall constitute the manner whereby payments are made by the Department to the Grantee.

5.02 Budget:

The Grant Agreement Budget, attached as **Exhibit E**, shall constitute the maximum amount available to the Grantee for work performed under this Grant Agreement.

5.03 Payment of an Invoice:

The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter relating to this Grant Agreement. Such payment by the Department shall not be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced.

5.04 Unallowable Costs:

The Grantee's invoice shall be subject to reduction for amounts included in any invoice or prior payment made which are determined by the Department not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Grant Agreement.

5.05 Deductions & Withholdings:

5.05(a) The Department may deduct amounts or withhold payments invoiced by the Grantee under this or any other Grant Agreement between the Grantee and the Department or its operating units if the Grantee fails to comply with any requirements of this Grant Agreement or any other Grant Agreements between the Grantee and the Department or its Bureaus, Offices, Divisions, or other operating units.

5.05(b) Funds withheld due to unsatisfactory program performance or failure to comply with the terms and conditions of this Grant Agreement or any other Grant Agreement between the Department or its other operating units may be restored upon satisfactory completion of the condition that caused the withholding.

VI. STANDARDS FOR FINANCIAL MANAGEMENT

6.01 Financial Management System:

6.01(a) The Grantee will maintain an accounting system and a set of accounting records that, at a minimum, allows for the identification of the source of revenue and expenditures related to this Grant Agreement.

6.01(b) All records will be supported by source documentation.

6.01(c) The Grantee's financial and accounting records pertaining to this agreement must be closed out at the end of the Grant Agreement period and must identify any excess revenue over expenditures.

6.02 Cost Principles:

For each kind of grantee organization, there is a set of Federal cost principles for determining allowable costs. Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles. The Grantee agrees to comply with the applicable cost principles as set forth below.

<u>If the Grantee is a:</u>	<u>OMB Circulars Codified at:</u>
State, local or Indian tribal government use the cost principles in OMB Circular A-87.	DHS codified at 45 C.F.R. § 92 and 45 C.F.R. § 95 USDA codified at 7 C.F.R. § 3016 ; EDUC codified at 34 C.F.R. § 80 ; EPA codified at 40 C.F.R. § 31.
Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular use the cost principles in OMB Circular A-122.	DHS codified at 45 C.F.R. § 74 ; USDA codified at 7 C.F.R. § 3019 ; EDUC codified at 34 C.F.R. § 74 ; EPA codified at 40 C.F.R. § 30.
Educational Institution use the cost principles in OMB Circular A-21.	DHS codified at 45 C.F.R. § 74 ; USDA codified at 7 C.F.R. § 3019 ; EDUC codified at 34 C.F.R. § 74 ; EPA codified at 40 C.F.R. § 30.
Hospital use the cost principles in Appendix E of 45 C.F.R. § 74.	DHS codified at 45 C.F.R. § 74 ; USDA codified at 7 C.F.R. § 3019 ; EDUC codified at 34 C.F.R. § 74 ; EPA codified at 40 C.F.R. § 30.
For-profit organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular use the cost principles in 48 C.F.R. pt. 31 Contract Cost Principles and Procedures.	DHS codified at 45 C.F.R. § 74 ; USDA codified at 7 C.F.R. § 3019 ; EDUC codified at 34 C.F.R. § 74 ; EPA codified at 40 C.F.R. § 30.

6.03 Indirect Costs and Allocation of Costs:

6.03(a) If the Grantee charges indirect (overhead) cost to this Grant Agreement, an "Indirect Cost Proposal" must be prepared in accordance with the applicable cost principles referenced in this Grant Agreement.

6.03(b) The Grantee must comply with one of the three following criteria for payment of indirect costs by the Department.

6.03(b)(1) "Indirect Cost Negotiation Agreement" from the cognizant federal agency if the Grantee is a direct recipient of Federal grants;

6.03(b)(2) An approved "Indirect Cost Negotiation Agreement" from another state or local government agency that has agreed to review and approve the Grantee's indirect cost proposal; or

6.03(b)(3) A written statement from an independent certified public accounting firm attesting that the proposal complies with the requirements of **OMB Circular A-122**, **OMB Circular A-21** or **OMB Circular A-87** and provides the basis of the calculated rate.

VII. AUDITS AND MONITORING

7.01 Audit Requirements:

The Grantee agrees that it has reviewed, understands and will comply with the Federal Audit (OMB Circular A-133) Requirements, State Accountability (WV Code §12-4-14) Requirements, and Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) requirements referenced within **Exhibit F** of this grant agreement.

7.02 Monitoring:

7.02(a) The Department has a responsibility to monitor the activities of its grantees as necessary to provide reasonable assurance that the Grantee uses these grant funds for intended and authorized purposes; complies with laws, regulations and the provisions of contracts or grant agreements; and achieves performance goals.

7.02(b) Monitoring is the process by which the programmatic and administrative management performance of a grant is continuously reviewed by the awarding agency. Factors that may affect the nature, timing and extent of monitoring activities of the Department include, but are not limited to, the complexities of the program's compliance requirements, the amount (dollar value) of awards, and the Grantee's overall level of risk. There are several types of monitoring activities that may be performed by the Department in relation to this grant including the review of audits, financial and performance reports; the performance of onsite monitoring visits; observing operations; reviewing financial and programmatic records; regular contact; other inquiries concerning program and financial activities; etc.

7.02(c) The Grantee shall fully cooperate and assist the Department or its authorized representative(s) with respect to the monitoring responsibilities and activities referenced herein, or with respect to any and all other monitoring activities deemed necessary and appropriate by the Department at its sole discretion. Notwithstanding the administrative

and reporting requirements presently cited within this agreement, the Grantee shall allow for the performance of onsite monitoring reviews by the Department or its authorized representative(s), and agrees to provide any technical assistance, reports, records, documentation and to comply with all requests for information as deemed necessary and appropriate by the Department, at its sole discretion, to fulfill its monitoring responsibilities and objectives. The Department or its authorized representative(s) shall be given full and complete access to all information and personnel related to the performance of this grant agreement to ensure that program activities and costs are consistent with goals and objectives of the grant.

7.02(d) If as a result of its monitoring efforts the Department uncovers deficiencies in the Grantee's administration of this grant or related project/program, the Department shall notify the Grantee in writing of said deficiencies. The Grantee agrees to take immediate and timely corrective action as determined by the Department in an attempt to rectify any identified and reported deficiencies and to resolve the matter to the overall satisfaction and sole discretion of the Department.

7.03 Failure to Comply:

Failure to comply with any of the requirements within this [Audits and Monitoring] Section or failure to respond in a timely manner to the Department's request for reports, records, documentation or other information related to monitoring may result in disallowed costs, suspension or termination of funding for this and other grants and contracts with the Department.

VIII. REPORTS AND RECORDS

8.01 Required Reports:

The Grantee certifies that it will comply with all applicable reporting and record retention requirements the source of which may be Federal and State laws, programmatic regulations, public policy and/or administrative requirements. References to these requirements and further guidance may be found in the general terms and conditions of this grant agreement as well as the attached exhibits.

8.02 Record Retention:

8.02(a) Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Grant Agreement for a period of three years from the date of submission of the final expenditure report or payment of final invoice.

8.02(b) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

8.02(c) Records for equipment acquired with Federal funds shall be retained for three years after final disposition.

8.03 Access to Records:

8.03(a) The Department and its Inspector General, Federal awarding agency and its Inspector General, Comptroller General of the United States, State Auditors, program monitors, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of the Grantee, in order to make audits, examinations, excerpts, transcripts and copies of such documents.

8.03(b) This right also includes timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing and discussing matters related to such documents.

8.03(c) The rights of access are not limited to the required retention period, but shall last as long as records are retained.

8.03(d) Grantee waives any confidentiality, privacy privilege, or proprietary defenses regarding audits or monitoring.

IX. STANDARD TERMS AND CONDITIONS

9.01 Required Approvals:

The Department is not bound by this Grant Agreement until it is approved and signed by the appropriate Department and/or State officials in accordance with applicable West Virginia State laws and regulations.

9.02 Modifications:

9.02(a) Formal Grant Agreement modifications and change orders will be negotiated by the Department and the Grantee to address changes including, but not limited to, the terms and conditions, costs, or scope of work included under this Grant Agreement.

9.02(b) As soon as possible after receipt of a written change request, but in no event more than thirty (30) days, the Grantee shall provide the Department a written statement verifying the change has no price impact on the Grant Agreement. If there is a price change, Grantee shall provide a description of the price increase or decrease involved in implementing the change.

9.02(c) The Department agrees to provide a modification, if approved, within thirty (30) days of receipt of Grantee's written statement.

9.02(d) No changes in scope to the project are authorized or are to be implemented by Grantee until a written change order is received and approved in writing by the Department and other applicable agencies.

9.03 Termination:

9.03(a) Any change in Federal and/or State law which significantly alters Grantee's required activity, or any change in the availability of funds shall be viewed as binding and shall warrant good faith renegotiation of the provisions of the Grant Agreement that are

affected. This change in circumstance includes suspension, termination, or reduction by the federal grantor agency of the grant to the Department under which this Grant Agreement is made. If such renegotiation proves unsuccessful within ten (10) days, the Grant Agreement may be terminated upon written notice of either party to the other party at least thirty (30) days before termination.

9.03(b) This Grant Agreement may be cancelled by either party at any time with or without cause, upon thirty (30) days notice in writing, and delivered by mail or in person.

9.03(c) Upon default, as defined below, the Department shall give Grantee twenty (20) days written Notice of Default and Right to Cure. If the default has not been cured within such twenty day period, then this Grant Agreement shall terminate automatically upon its own terms without further notice or demand. Default shall include Grantee's:

9.03(c)(1) Failure to fulfill for any reason in a timely and proper manner its obligations under this Grant Agreement in the Department's sole determination;

9.03(c)(2) Failure for any reason to comply with such additional conditions as may be lawfully applied by the federal grantor agency to the Grantee and Department;

9.03(c)(3) Failure to demonstrate compliance with any corrective action plans approved by the Department.

The Department expressly reserves all remedies at law and equity, including without limitation, the right to seek all appropriate relief upon the filing of a voluntary or involuntary petition for Grantee's reorganization or liquidation under any bankruptcy or insolvency laws providing for the relief for debtors.

9.03(d) In the event of any termination, all property and finished or unfinished documents, data, and studies prepared by Grantee under this Grant Agreement shall be disposed of according to directive of the federal awarding agency and the Department, and Grantee may be entitled to compensation for any nonreimbursed expenses reasonable and necessary incurred in satisfactory performance of the Grant Agreement.

9.03(e) Notwithstanding the above, Grantee shall not be relieved of the liability to the Department for any damages sustained by the Department by virtue of any breach of the Grant Agreement by Grantee. The Department within its sole discretion may withhold payments due the Grantee under this Grant Agreement, or withhold payments due under any other grant agreement between the Grantee and Department or its operating units as payment for damages. The Department within its sole discretion may use the withheld amounts as security to cover unliquidated damages sustained by the Department as reasonably estimated by the Department until such time as the exact amount of damages due the Department from the Grantee is agreed upon or otherwise determined.

9.03(f) The Department shall provide Grantee with notice, in writing, of conditions endangering performance. If after such notice Grantee fails to remedy the conditions contained in the notice within the time period contained in the notice, the Department shall issue an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted before the date of the notice of termination.

9.04 **Assignment:**

Grantee shall not modify, convey, sell, transfer, assign, delegate, or otherwise dispose of the Grant Agreement or any portion thereof or of any right, title or interest therein without the prior written consent of the Department. This provision includes potential assignment of the Grant Agreement due to change in ownership of the firm.

9.05 **Subgranting:**

The Grantee shall not enter into a subgrant agreement for any of the work performed under this Grant Agreement without obtaining the prior written approval of the Department. If subgrant agreements are approved by the Department, they shall contain, at a minimum, sections of this Grant Agreement pertaining to Indemnity Conflicts of Interest, Lobbying, Nondiscrimination, Audit Requirements, Public Notice and any other State and/or Federal requirements.

9.06 **Completeness:**

9.06(a) This Grant Agreement is complete and contains the entire understanding between the parties relating to this Grant Agreement.

9.06(b) This Grant Agreement supersedes all prior understandings, representations, negotiations, and agreements between the parties written or oral.

9.06(c) If there is a conflict between any of the terms of this Grant Agreement as specified in Sections I through XVI and **Exhibit A**, the terms of Section I through XVI shall govern.

9.07 **Severability:**

If any terms and conditions of this Grant Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

9.08 **Ownership of Information, Software and Data:**

9.08(a) Within the scope of confidentiality provision in this Grant Agreement and governing laws, the Department and Grantee shall share joint ownership of all information and data developed, derived, documented or furnished by Grantee and/or the Department under this Grant Agreement.

9.08(b) Within the scope of confidentiality provision in this Grant Agreement and governing laws, the Department and Grantee shall both have unlimited, non-exclusive rights to use, disclose, duplicate or publish for any purpose whatsoever, the results of activities under this Grant Agreement.

9.08(c) All software must include application programs in the most current version, systems instructions, all data files in the current versions, user and operational manuals and other documentation, system and program documentation describing the most current version, network configuration and control documentation, training programs and material

in the operational plans and products developed, and all specialized or specially modified operation system software and specially developed programs, including utilities, software and documentation which are required for or used in the operation of any software developed and/or purchased.

9.08(d) All computer equipment and software that interfaces with the Department's equipment and software shall meet or exceed Department standards.

9.09 Licensure and Registrations:

The Grantee certifies that it is registered and licensed to do business in the State of West Virginia. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

9.10 Department Right of Approval:

The Department shall have the right in its sole discretion to refuse to permit any employee of the Grantee, or employee of an approved agent, assignee, or subcontractor of the Grantee, to be located at a Department work location, or to provide services to the Department or its clientele pursuant to this Grant Agreement.

X. COMMUNICATIONS AND CONTACTS:

10.01 Contacts:

A list identifying contact persons for each party is attached as **Exhibit H**.

10.02 Notices:

Any notice, request, demand, communication required under this Grant Agreement shall be in writing and shall be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained), or three (3) days after posting if properly addressed and sent certified mail return receipt requested. These notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later.

10.03 Party Changes:

Each party shall provide a written notice of changes in contact persons, address, telephone, fax numbers, and email addresses.

XI. PROCUREMENT STANDARDS

11.01 Procurement Standards:

11.01(a) Standards for procurement are outlined in **OMB Circular A-102** and **OMB Circular A-110** as codified in the Grantee Uniform Administrative Regulations Section of this Grant Agreement.

11.01(b) These provisions define the standards for use in establishing procedures for procurement of supplies, equipment, and other services which cost is borne in whole or in part as a condition of this Grant Agreement.

11.01(c) These standards include but are not limited to the following:

11.01(c)(1) Grantee may use its own procurement policies provided that they adhere to the applicable standards;

11.01(c)(2) Grantee shall maintain a written code of conduct which shall govern the performance of its officers, employees, or agents in contracting with or expending grant funds; and

11.01(c)(3) All procurement transactions shall be conducted in a manner so as to provide for maximum open and free competition.

11.02 Title to Equipment and Supplies:

11.02(a) Grantee shall assume responsibility for the care and maintenance of all equipment pursuant to current Grantee policy and manufacturer's instruction.

11.02(b) The Department shall maintain a vested interest in all equipment and supplies purchased with grant funds.

11.02(c) Upon request by the Department, the Grantee shall account for and return in good condition, reasonable use and wear excepted, all such equipment and supplies purchased with funds received under this Grant Agreement.

11.03 Prior Approval for Equipment and Capital Expenditures:

All capital expenditures for property and equipment are unallowable except with the written prior approval of the Department and must be included as a separate budgetary line item in **Exhibit E** of this grant agreement. Further regulations regarding the acquisition, disposition and overall accounting for property and equipment are delineated in federal administrative requirements and cost principles, incorporated by reference in Sections 4.01 and 6.02 of this agreement. Additionally, the grantee shall be bound by any special terms, conditions or restrictions regarding capital expenditures for property and equipment as disclosed in **Exhibit K** of this grant agreement.

XII. INDEPENDENT GRANTEE:

12.01 Relationship:

12.01(a) The relationship of the Grantee to the Department will be that of an independent grantee and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Grant Agreement.

12.01(b) Grantee shall be responsible for selecting, supervising, and compensating individuals employed pursuant to the terms of this Grant Agreement.

12.01(c) Neither the Grantee nor any employees or contractors of the Grantee shall be deemed to be employees of the Department for any purposes whatsoever, and neither the Grantee nor any employees or contractors of the Grantee shall be eligible to participate in any benefit program unless such program is specifically available to the Grantee by the State of West Virginia as a separate, distinct and stand alone benefit not arising from the Department and this grant agreement.

12.01(d) Grantee shall be exclusively responsible for the payment to its employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, compliance with the wage and hour law and all other employment laws.

XIII. INDEMNIFICATION AND HOLD HARMLESS:

13.01 Indemnification and Hold Harmless:

Grantee shall indemnify and hold harmless the Department, its Bureaus, Offices, Commissions, State of West Virginia, its officers, agents, subcontractors and employees of each entity from and against any and all loss, damage, liability and from any claims for damages arising from bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of Grantee or its subcontractors or agents, and from any damages to property, including loss of use, and including property of the Department and State of West Virginia, caused by or arising out of or claimed to have been caused or to have arisen out of an act or omission of Grantee or its agents, employees or subcontractors in connection with the performance of this Grant Agreement, or caused by or arising out of or claimed to have been caused or to have arisen out of the concurrent negligence of Grantee, its agents and employees, in connection with the performance of this Grant Agreement, whether or not insured against; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the sole negligence of the Department, its agents and employees; and Grantee shall at its own cost and expense defend any claim, suit, action, or proceeding, whether groundless or not, which may be commenced against the Department or State of West Virginia, and Grantee shall pay all judgments which may be recovered in any such actions, claims, proceedings or suits and defray any and all expenses, including costs and attorneys fees, which may be incurred as a result of such actions, claims, proceedings or suits. Notwithstanding the foregoing, in the event of such actions, claims, proceedings or suits, the Department shall be entitled, if it so elects, to representation by attorneys of its own selection. The obtaining by the Grantee of a release or discharge of liability running to the Grantee shall not diminish nor affect in any way the rights of the Department and the obligation of the Grantee.

XIV. ASSURANCES & PUBLIC POLICY REQUIREMENTS

14.01 Assurances:

14.01(a) **Conflicts of Interest:** The Grantee attests that it, its officers or members, employees, or subgrantees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner the performance of

services. The Grantee further attests that during the performance of the Grant Agreement, the Grantee shall periodically question its officers, members and employees concerning such interests. Any such interest discovered shall be promptly presented in detail to the Department. The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

14.01(b) **Transactions with Affiliated Business Entities or Relatives:** Grantee will make a full disclosure in writing to the Department any corporation, partnership, sole proprietorship, or other business entity of any kind which is a wholly or partially owned entity of the Grantee or whose relatives supply goods or services to Grantee or work for or provide services to Grantee.

14.01(c) **No Debt Requirement:** Grantee certifies it has thoroughly reviewed its business activities and accounts after reading **Exhibit I** (attached), and Grantee hereby assures the Department that Grantee and all its related parties do not owe any debt.

14.02 **Public Policy Requirements:**

14.02(a) **Certification Regarding Debarment & Suspension:** Grantee certifies that no entity, agency, or person associated with the Grantee is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14.02(b) **Certification of Compliance with Environmental Tobacco Smoke/Pro Children Act of 1994:** Grantee certifies compliance with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subgrants which contain provisions for the children's services and that all subgrantees shall certify accordingly.

The Public Health Service strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

14.02(c) **Certification of a Drug Free Workplace:** In accordance with Public Law 100-690 Drug-Free Workplace Act of 1988 the Grantee certifies the following requirements for a drug free workplace will be provided and/or maintained with a good faith effort including,

at a minimum, having a policy statement and an ongoing drug awareness program. If such a policy and practice have not been established heretofore, Grantee agrees to do so within thirty (30) calendar days after the beginning of this Grant Agreement.

Grantee agrees to publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition. Grantee also agrees to make it a requirement that each employee who will be engaged in the provision of service under this Grant Agreement be given a copy of this statement and that each such employee understand that, as a condition of employment, the employee will abide by the terms of the statement.

Grantee also agrees to establish and/or maintain an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, any available drug counseling or rehabilitation, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

14.02(d) **Certifications Related to Lobbying:** Grantee shall not endorse or support any candidate running for partisan political office. No federal or state funds under this Grant Agreement shall be expended to support any legislative lobbying efforts of Grantee related to specific legislation. Grantee shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal 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.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall immediately complete and submit a disclosure form to report lobbying.

Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including, but not limited to subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made. Submission of this certification is a prerequisite for making and entering into this Grant Agreement imposed under 31 U.S.C. § 1351. Any person who fails to file the required certification shall be subject to a civil penalty.

14.02(e) **Civil Rights:** Grantee shall comply with all Federal and State laws, rules and regulations which prohibit any unlawful discrimination or violations of civil rights. Such laws, rules and regulations shall include, but not be limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, all requirements imposed by applicable

United States Department of Health and Human Services (45 C.F.R. § 84), and guidelines and interpretations issued pursuant thereto, the Age Discrimination Act of 1975; Title IX of the Education Amendments Act of 1972. Grantee shall insert a similar provision in all subcontracts for activities covered under the Grant Agreement.

14.02(f) **Program Fraud Civil Remedies Act:** The authorized official signing for the Grantee certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees the Grantee organization will comply with all terms and conditions of the Grant Agreement.

XV. OTHER TERMS AND CONDITIONS

15.01 Confidentiality of Records:

Strict standards of confidentiality of records and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be maintained in accordance with State and Federal laws. Attached **Exhibits J and L** more fully explain these requirements and must be followed by the Grantee. It is expressly understood and agreed that obligations set forth in this section shall survive the termination of this Grant Agreement.

15.02 No Waiver/Strict Performance Required:

Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Agreement shall be deemed to have been waived, modified, deleted except by a written amendment signed by the parties.

15.03 Titles, Tense:

In construing this Grant Agreement, whenever appropriate, the singular tense shall be deemed to mean the plural and vice-versa. Titles of sections and paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to be a part of this Grant Agreement.

15.04 State and Federal Compliance:

The Grantee shall comply with all applicable State and Federal laws and regulations in the performance of this Grant Agreement.

15.05 Department Liability:

The Department shall have no liability except as specifically provided in this Grant Agreement.

15.06 Organization and/or Personnel Changes:

Grantee agrees to inform the Department of any changes of key personnel or organizational structure affecting the operation of the Grantee agency.

15.07 Taxes and Obligations:

Grantee certifies it is current on all taxes and obligations due the federal, state, and local governments.

15.08 Public Notice:

Grantee shall give credit in any publicity, printed materials, programs, and press releases as follows: "This program is being presented with financial assistance as a grant from the West Virginia Department of Health and Human Resources."

15.09 Information Technology Policies:

Grantees that have access to Department data systems or use the Department's Wide Area network (WAN) agree to comply with all of the Department's Information Technology Policies, including, but not limited to, the Information Technology Resource Policy and the Hardware/Software Policy. Grantee agrees to only use these systems for activities related to the work performed under this Grant Agreement.

XVI. SPECIAL TERMS AND CONDITIONS

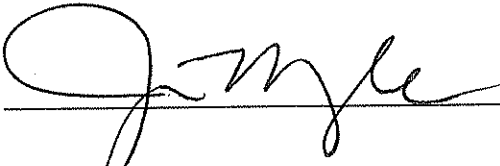
16.01 Any special terms and conditions required as a condition for receiving and expending funds under this Grant Agreement are attached as **Exhibit K**.

16.01(a) If any of these special terms and conditions required by federal statute, codified federal regulation, applicable West Virginia Code citations, administrative rules, or Department policies conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall control.

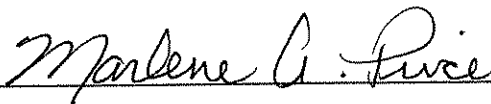
16.01(b) If the special terms and conditions conflict with federal statutes, codified federal regulations, applicable West Virginia Code citations, administrative rules, or Department policies, such special terms and conditions are void.

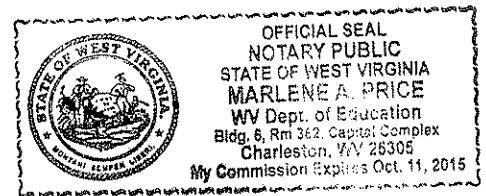
IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be signed and dated as shown below.

FOR WV DEPT OF EDUCATION

Grantee Authorized Signature:  Date: 10/21/11
Printed Name and Title: Jorea M. Marple, Ed.D., State Superintendent of Schools

Taken, sworn and subscribed before me this 21st day of October, 2011.

Notary Public Signature: 
My Commission Expires: October 11, 2015



FOR THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES

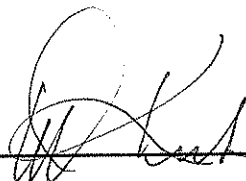
 10/26/2011
Date



EXHIBIT A
STATEMENT OF WORK

Exhibit A

Coordinated School-Public Health Partnership (CSPHP) Work for FY2012

The following scope of work has been developed to outline the objectives and activities that will comprise the work of the CSPHP during FY2012. This work will be the responsibility of the West Virginia Department of Education (WVDE) as a sub-grantee of the Bureau for Public Health with collaborative oversight of both agencies through the CSPHP. The CSPHP scope of work will focus on providing support to county school systems in their efforts to address tobacco, alcohol and drug use prevention, injury prevention, healthy eating and physical activity, teen pregnancy prevention and healthy social/emotional development through the eight components of coordinated school health.

Objective 1 - By June 2012, the CSPHP will maintain a regional network of School Wellness Teams that can support the school wellness efforts of counties/schools in relation to various risk behaviors.

Activities:

1. WVDE professional and support staff will focus on the grant objective and support the CSPHP.
2. Facilitate a School Wellness Specialist in each of the state's eight Regional Education Services Agencies (RESAs).
3. Engage the WVDE and regional School Wellness Specialists in sustained professional development designed to expand their breadth of expertise and abilities to facilitate school wellness collaborations in the counties/schools that they serve.
4. Maintain eight Regional Wellness Teams (regional School Wellness Specialists, Adolescent Health Specialists, Behavioral Health Prevention Specialists, Teen Pregnancy Prevention Specialists, Community Development Specialists, School Based Health Center staff, Regional Tobacco Prevention Coordinators, etc.) that will support school wellness efforts in the counties/schools that they serve through better coordination and utilization of various school health and wellness resources at their disposal.
5. CSPHP will develop educational webinars for school health nurses and others about topics such as when to administer insulin and other topics to be determined.
6. CSPHP will coordinate with WVDE to host the KidStrong Conference and be offered the opportunity to present at least one session on their particular program topic.

Outputs:

- State Level – One-half Full Time Equivalent (FTE) Health Services Coordinator, one-half Teen Pregnancy Prevention Coordinator, and one-quarter FTE Secretary focused on implementation of the CSPHP for FY2012.
- Eight FTE Regional School Wellness Specialists (RSWS) (one in each of the eight RESAs) focused on local implementation of the CSPHP for FY2012.
- Maintain and grow Regional School Wellness Councils charged with coordination of existing regional health promotion resources to support local CSPHP implementation efforts.
- RSWS to participate in Behavioral Health regional data and planning teams and Substance Abuse Prevention Specialist Training (SAPST).
- RSWS to present to School Based Health Center (SBHC) Advisory Committees about the

EXHIBIT A
STATEMENT OF WORK

RSWS role in CSPHP.

Objective II – By June 2012, the CSPHP will continue to coordinate expansion of the CSPHP Centers for Disease Control and Prevention-Division of Adolescent School Health Coordinated School Health (CDC-DASH CSH) Model into counties/schools within each RESA.

Activities:

1. Maintain a facilitative leadership/support role with the 55 county school wellness councils.
2. Support and facilitate state data collection efforts including but not limited to School Health Profiles (SHP), Health Education Assessment Project (HEAP), FitnessGram, and Kids First.
3. Facilitate local dissemination of county/school data profiles within the CSPHP process as a means to help counties/schools monitor key indicators of progress.

Outputs:

- Participation of all eight RSWS in their respective 55 county school wellness councils as defined for their RESA area.
- FY2012 data sets for SHP, HEAP, FitnessGram, and Kids First. Additional tobacco specific questions to be added to SHP and data to be shared with Division of Tobacco Prevention (DTP) and Prevention Research Center (PRC) at WVU.

Objective III - By June 2012, the CSPHP will coordinate and provide technical assistance and professional development opportunities that support a variety of school wellness topics including but not limited to tobacco, nutrition, physical activity, teen pregnancy, substance abuse, bullying, and suicide prevention.

Activities:

1. Plan and implement professional development opportunities for the RESA counties in the following areas: Health and Physical Education Leadership Academy, West Virginia Education Information System (WVEIS) Discipline data screens, HEAP, FitnessGram for new Physical Education (P.E.) teachers, and Lets Move! West Virginia (WV) for all Pre-K through 8th grade P.E. teachers.
2. Continue to support and facilitate professional development to improve HEAP and FitnessGram administration and results.
3. Support and facilitate professional development that supports positive school climate and youth development.
4. Support and facilitate professional development in the areas of tobacco, nutrition, physical activity, teen pregnancy, substance abuse, bullying, injury prevention, and suicide prevention.
5. Support playground project implementation and provide playground safety signage to help support the injury prevention programs.

Outputs:

- Ninety (90) health and physical education teachers completing the year-long sustained Leadership Academy professional development process improving instructional programs, assessment and student performance.
- Provide technical assistance to the school that received support for playground installation

EXHIBIT A
STATEMENT OF WORK

and the eleven (11) schools that received support for playground safety signage to ensure appropriate safety measures for the use of playground equipment.

Objective IV - By June 2012, the CSPHP will coordinate school wellness related policy awareness/accountability/compliance efforts for the following policies: Substance Abuse and Tobacco Control; Nutrition Standards for Schools; Content Standards and Objectives for Health, Physical Education and Wellness; Student Code of Conduct; Communicable Disease Control; Basic and Specialized Health Care Procedures; Medication Administration; and Counseling and Developmental Guidance.

Activities:

1. Each Regional Wellness Team will develop a plan for addressing and providing evidence based prevention strategies for bullying, suicide prevention, teen pregnancy, and tobacco policy enforcement.
2. Each Regional Wellness Team along with the SBHC will use data to determine a priority area for each county in its region.
3. RSWS will assess each school in counties identified with priority areas of bullying, suicide prevention, teen pregnancy and tobacco prevention.
4. Coordinate the distribution of public information related to policy awareness (i.e. signage and public service announcements).
5. Facilitate the implementation of appropriate intervention measures (i.e. Alternatives to Suspension and corrective actions) to address the need for meaningful policy enforcement/compliance by coordinating available resources and professional development opportunities.
6. Provide technical assistance and professional development related to various school wellness related policies.

Outputs:

- Bullying and teen pregnancy will be the priority areas of at least one county in each RESA.
- Each RESA will have at least one middle or high school focus on suicide prevention and work with the Adolescent Suicide Prevention and Early Intervention (ASPEN) Project to conduct a suicide screening and prevention activity for a high risk group.
- RSWS will work with DTP Cessation Program to promote Youth Quit Kits.
- RSWS will coordinate with the Screening, Brief Intervention, Referral and Treatment (SBIRT) staff to promote the program to school counselors and other school staff.
- RSWS will help link dieticians from the community to the schools and wellness teams.
- Each of the eight RESAs will produce and/or provide at least two technical assistance supports (i.e. signage, public service information, documents, training) to their counties related to policy awareness, compliance and appropriate interventions.

**EXHIBIT B
SOURCE OF FUNDS SCHEDULE**

The Department estimates the funds for this Grant Agreement shall be paid from the following federal and/or state sources:

FEDERAL FUNDS			
1. CFDA Number	2. Account Number (Fund Activity)	3. WVFIMS Grant Name	4. Amount
93.991	8753/096	Preventive Health Block	\$150,000.00
93.994	8750/096	Maternal and Child Health	\$200,052.00
93.243	8723/096	WVSBIRT	\$45,000.00
TOTAL FEDERAL FUNDS			\$395,052.00
STATE FUNDS			
5. Appropriation Type	6. Account Number (Fund/Activity)	7. Activity Name	8. Amount
Appropriated General Revenue	0407/575	MCH Clinics, Clinicians & Med Contracts & Fees	\$86,081.00
	0407/628	Primary Care Support	\$150,000.00
	0407/906	Tobacco Education Program	\$100,000.00
	0407/873	Diabetes Prevention and Education	\$30,000.00
Special Revenue: Appropriated or Unappropriated	5224/099	Healthy Lifestyles-State	\$30,000.00
TOTAL STATE FUNDS			\$396,081.00
TOTAL FEDERAL AND STATE FUNDS			\$791,133.00

If at the end of the Grant Agreement period the Department determines the funding sources for all payments to the Grantee for this Grant Agreement are different than reflected above, a revised Source of Funds Schedule shall be sent to the Grantee by the Department that reflects the final source of funds.

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

Exhibit C

ARRA & FFATA

As stated in the Addendum to this grant agreement, the Grantee must comply with the Federal Funding Accountability and Transparency Act of 2006 and the American Recovery and Reinvestment Act of 2009, as may be applicable.

Health Insurance Portability and Accountability Act

"Health Insurance Portability and Accountability Act of 1996, Public Law 104 - 191, 110 Stat. 1936 (1996) (HIPAA) and regulations promulgated thereunder (HIPAA Regulations)."

West Virginia Nonprofit Corporation Act

"West Virginia Nonprofit Corporation Act, W. Va. Code 31E-1-101 through 31E-8-856, if applicable. http://129.71.164.29/wvcode_chap/wvcode_chapfrm.htm

WV Code §12-4-14

In accordance with WV Code §12-4-14, referenced in Exhibit F of this grant agreement, a Grantee seeking a State grant must provide verification that they have filed all reports and sworn statements of expenditures for prior State grants received. Therefore, in accordance with WV Code §12-4-14 and Section 8.1.1 of CSR §148-18, the following assurance is hereby incorporated into this grant agreement for the purpose of providing the required certification:

"Under penalty of law for false swearing (West Virginia Code §61-5-3), Grantee certifies that by signing this grant agreement on the signature page that Grantee and all related parties have filed all reports for State grants received as required under West Virginia Code §12-4-14."

Grantee Executive Responsibility and Accountability

If a grantee is required to comply with any audit or monitoring procedures described in this grant, or if the grantee receives any other audit reports or findings (including but not limited to IRS, FBI, EPA, DOD, DOC, SEC, OSHA, DOJ, DOT, OCR, FTC or other regulatory audits), the grantee's President, Chief Executive Officer, or Executive Director (whichever is applicable, hereafter President) shall insure that the following occurs:

(1) that the grantee's officers, responsible financial personnel (including grantee's internal and external accountants and CPAs), Board of Directors, and lawyer(s) timely receive a complete copy of the above described audits, findings and monitoring reports with exhibits, and

(2) that after a review by them, the President shall make an inquiry to them whether they have any other information, knowledge or facts indicating that the grant funds were not spent in accordance with the grant agreement, other than those disclosures previously made to any internal auditors, external auditors, regulatory authorities and to the WV Department of Health and Human Resources (DEPARTMENT), and

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

(3) that if the President learns from his inquiry of new information, knowledge or facts indicating the grant funds were not spent in accordance with the grant agreement, he shall report immediately his new findings to the DEPARTMENT, appropriate internal and external auditors and the appropriate regulatory authorities, and

(4) that the DEPARTMENT will receive a copy of any audit report, or finding by a regulatory agency related or unrelated to this grant (including but not limited to any report, audit or finding from any regulatory agency or oversight organization that criticizes the grantee's operation, purchasing practices, delivery of services, staff salaries, personnel practices, and programs, including but not limited to, for example, the IRS, FBI, EPA, DOD, DOC, SEC, OSHA, DOJ, DOT, OCR, FTC, and other investigative federal and state agencies, etc). If there is any doubt as to whether to "self disclose" and send a copy of any such audit or report to the DEPARTMENT, it is the grantee's responsibility to seek timely written clarification from the DEPARTMENT.

Under penalty of law for false swearing (W.VA. CODE 61-5-3), DEPARTMENT in its discretion may request from time to time that the grantee's President provide a written letter of assurance to the DEPARTMENT that he has complied with the above requirements. The DEPARTMENT may request facts relating to such compliance, such as dates and other particulars of such compliance. If such assurance letters are requested, the grantee's President shall provide to the DEPARTMENT this written assurance no later than ten (10) days from the date on the written request.

The DEPARTMENT may also request the President to certify in writing within ten (10) days of DEPARTMENT's written request to him that the grantee has adequate controls to detect and prevent misuse of grant funds and accounting fraud. The grantee shall provide written proof, satisfactory to the DEPARTMENT, of the exact nature of these controls. If the DEPARTMENT determines in its sole discretion that the grantee's controls are inadequate, the grantee shall institute controls that are adequate to satisfy the DEPARTMENT within thirty (30) days of the DEPARTMENT's written notification of the inadequacy.

If the grantee refuses to provide such written assurances, or provides unsatisfactory written assurances, the DEPARTMENT in its sole discretion may terminate this grant and withhold the grant funds until a satisfactory assurance is received.

The fact that the DEPARTMENT did not request written assurances for any past period does not waive or otherwise change the grantee's continuing obligation to comply timely with the above disclosure and inquiry obligations and to provide written assurances satisfactory to DEPARTMENT. In other words, these disclosure and reporting duties are deemed a continuing duty regardless of whether the DEPARTMENT requests a written letter of assurance of compliance. It is the grantee's responsibility to make any appropriate self disclosures and to comply with this requirement, and then be able to document such compliance if and when requested by the DEPARTMENT.

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

Any correspondence required as a result of Grantee Executive Responsibility and Accountability provisions above can be submitted to:

WV Department of Health and Human Resources
Office of Internal Control and Policy Development
Division of Compliance and Monitoring
One Davis Square, Suite 401
Charleston, WV 25301

Preventive Health and Health Services Block Grant

PHHS Block Grants

Number: 93.991

Agency: Department of Health and Human Services

Office: Centers for Disease Control and Prevention

Authorization (040):

Public Health Service Act, as amended; Omnibus Budget Reconciliation Act of 1981, Title XIX, Section 1905, Public Law 97-35, as amended; Preventive Health Amendments of 1984, Public Law 98-555; Health Omnibus Programs Extension Act of 1988, Public Law 100-607; Preventive Health Amendments of 1992, Public Law 102-531.

Regulations, Guidelines, and Literature (140):

45 Code of Federal Regulations, Part 96 (Published in the Federal Register on July 6, 1982 and revised in the Federal Register, October 13, 1987).

Maternal and Child Health Services Block Grant to the States

MCH Block Grants

Number: 93.994

Agency: Department of Health and Human Services

Office: Health Resources and Services Administration

Authorization (040):

Social Security Act, Title V, Section 501(a) (1), as amended.

Regulations, Guidelines, and Literature (140):

This program is subject to the provisions of 45 CFR Part 96 as applicable and individual State Regulations.

HRSA awards are subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable based on recipient type and purpose of award. The HHS GPS is available at <http://www.hrsa.gov/grants>.

EXHIBIT C
STATUTES AND PROGRAM REGULATIONS

Substance Abuse and Mental Health Services_Projects of Regional and National Significance

PRNS

Number: 93.243

Agency: Department of Health and Human Services

Office: Substance Abuse and Mental Health Services Administration

Authorization (040):

Children's Health Act of 2000, Section 520 A-J,581,582, Public Law 106-310; Public Health Service Act, Title V, Section 509; 516, 42 U.S.C 290bb.

Regulations, Guidelines, and Literature (140):

45 CFR Parts 74 and 92 and the HHS Grant Policy Statement, OMB Cost Principles, terms and conditions of award.

EXHIBIT D
PAYMENT METHODOLOGY-SCHEDULE OF PAYMENTS-MULTIPLE RECONCILIATIONS

Exhibit D –Schedule of Payments – Multiple Reconciliations

After receipt of the fully executed Grant Agreement, the Grantee will submit invoices pursuant to the Schedule of Payments provided for in this exhibit. Each invoice must bear the original signature of the Grantee's agency head or person designated as responsible for the invoicing. Such invoices must be submitted as an original with **Zero (0)** copies and must conform to the Department's invoicing instructions.

Invoices are to be submitted to the address below:

WV DHHR / Bureau for Public Health / Commissioner's Office
Attention: Subrecipient Grants Unit
350 Capitol Street, Room 519
Charleston, WV 25301

Schedule of Payments

Date	Amount
July 1, 2011	\$197,784.00
October 1, 2011	\$197,783.00
January 1, 2012	\$197,783.00
April 1, 2012	\$197,783.00
TOTAL	\$791,133.00

The Grantee understands that invoices submitted prior to the full execution of the Grant Agreement and the issuance of the Grant Agreement will not be honored and that invoices submitted with mistakes and/or omissions will be returned.

EXHIBIT D
PAYMENT METHODOLOGY-SCHEDULE OF PAYMENTS-MULTIPLE RECONCILIATIONS

Requests by the Grantee for payment shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved program or project. The timing and amount of the cash payment shall be as close as is administratively feasible to the actual disbursements by the Grantee for direct program costs and the proportionate share of any allowable indirect costs.

A report reconciling payments received and actual expenditures incurred will be submitted quarterly for the first three quarters of the grant agreement period. The reports are due within 15 days of the month following the end of the preceding quarter (i.e. first quarter ends on September 30th the report is due by October 15th). Scheduled payments may be adjusted in subsequent months based on the financial information contained in the quarterly report. The report for the fourth quarter will be submitted as the final report and will follow the instructions stated below.

A final report reconciling total payments received and actual expenditures incurred for the term of this agreement must be submitted to the Department as specified in Exhibit G. Any payments received in excess of actual expenditures must be returned to the Department at the Department's request.

**EXHIBIT E
GRANTEE BUDGET**

Exhibit E

Budget Category		Amount
A.	Personnel	\$78,198.00
B.	Fringe Benefits	\$29,149.00
C.	Equipment	
D.	Supplies	
E.	Contractual Costs	
F.	Construction	
G.	Other	\$675,950.00
Total Direct Costs		\$783,297.00

H.	Indirect Costs	\$7,836.00
Total Indirect Costs		\$7,836.00

Total Grant Award **\$791,133.00**

For informational purposes only:

I.	Grantee Supplied Match /Certified Match	\$172,900.00
J.	Other Grantee Supplied Funds	

K.	Program Income (Projected)	
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EXHIBIT F
FEDERAL AUDIT REQUIREMENTS – STATE ACCOUNTABILITY REQUIREMENTS
GRANTEE AUDIT CERTIFICATION AND FEDERAL EXPENDITURE DISCLOSURE

Exhibit F

- F.1. Office of Management and Budget (OMB) Circular A-133:** Grantees that expend \$500,000 or more during their fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of the United States Office of Management and Budget's (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. The OMB Circular A-133 audit and related reporting package described therein shall be submitted to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at the address referenced below within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the Grantee's fiscal year end.
- F.2. Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) form:** The DHHR developed a Grantee Audit Certification and Federal Expenditure Disclosure (GACFED) form to track the Grantee's total Federal award expenditures and to ensure that its Grantees comply with the Federal audit requirements of OMB Circular A-133. Specifically, the GACFED form provides the DHHR with precise information related to a Grantee's Federal award activity in advance of the OMB Circular A-133 audit due date. The Grantee shall submit the GACFED form to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at the address referenced below within 60 days after the Grantee's fiscal year end.
- F.3. West Virginia Code §12-4-14:** West Virginia Code Chapter 12, Article 4, Section 14 (§12-4-14) sets forth grant-related accountability requirements enacted by the West Virginia Legislature. West Virginia Code §12-4-14 requires any person, corporation, partnership, association, individual or other legal entity that receives one or more State grants in the amount of \$50,000 or more in the aggregate in a State's fiscal year to file with the grantor(s) a "report" of the disbursement of the State grant funds. Conversely, persons or organizations receiving less than \$50,000 in the aggregate must submit a Sworn Statement of Grant Receipts and Expenditures made under the grant(s). Grantees must submit the required report(s) referenced in West Virginia Code §12-4-14 to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring within two years after the end of the fiscal year in which the DHHR disbursed the State grants to the Grantee. According to the Code, if the Grantee's fiscal year differs from the State's fiscal year (July 1 through June 30), the Grantee must file required reports and sworn statements within two years after the end of the Grantee's fiscal year following the State fiscal year in which the funds were disbursed.
- F.4. Source of Funds:** The relevant audit and reporting requirements expressed within this Exhibit and applicable to DHHR Grantees are generally contingent upon the collective award amounts and related requirements attached to the original funding source. Therefore, it is imperative that both Grantees and their external auditors know the original source of grant funds in order to properly plan, procure and perform an audit or attestation service or to otherwise meet applicable reporting requirements referenced within this Exhibit. In addition to

this grant agreement, Grantees should review all other individual award documents, regardless of grantor, when determining the most efficient and effective means to meet the submission requirements referenced within this grant agreement and possibly attached to other grant awards. Please note that the source of funds schedule, attached to the DHHR grant agreement as Exhibit B, identifies the source (origin) of funds to be used as payment for the term of this grant. Federal funding retains its identity even when it is sub-granted (passed-through) to other organizations; hence, Federal funds are identified in the source of funds schedule within this grant agreement by the applicable Catalog of Federal Domestic Assistance (CFDA) number(s) and the appropriated Federal revenue fund account number(s). State funds are identified by the specific appropriated general revenue fund and/or appropriated/non-appropriated special revenue fund account number(s).

- F.5. Address for Submission:** Grantees shall submit all audits, reports and supporting information and documentation, whether directly stated or implicitly referenced within this Exhibit, to the following address:

WV Department of Health and Human Resources
Office of Internal Control and Policy Development
Division of Compliance and Monitoring
One Davis Square, Suite 401
Charleston, WV 25301

Questions pertaining to this Exhibit may be directed to the Office of Internal Control and Policy Development, Division of Compliance and Monitoring at 304-558-9919 or via facsimile to 304-558-2269.

- F.6. Penalties for Noncompliance:** In cases of the Grantee's inability or unwillingness to comply with the audit, reporting and disclosure requirements referenced within this Exhibit, the DHHR shall take appropriate action against the Grantee via one or more of the following sanctioning measures: withholding grant funds, suspending grant payments, terminating grant awards, debarring the Grantee from receiving future grants.
- F.7. Grantee Audit Compliance Guide / Internet Links:** The DHHR developed a Grantee Audit Compliance Guide to further describe and to assist its grantees in complying with the audit, reporting and related disclosure requirements applicable to DHHR grant awards. The Grantee Audit Compliance Guide is posted on the Internet and may be accessed by going to www.wvdhhr.org and then clicking the applicable link on the left side of the webpage. In addition to the Grantee Audit Compliance Guide, the DHHR webpage includes a copy of the GACFED form required by Section F.2 of this Exhibit, links to certain regulatory documents such as OMB Circular A-133 and WV Code §12-4-14, and various other forms and tools to ensure compliance with the requirements referenced herein. The Grantee Audit Compliance Guide applies specifically to recipients of grant awards (Grantees) from the DHHR and must be read in its entirety to gain a complete and thorough understanding of the individual audit and reporting requirements applicable to DHHR grant agreements.

**EXHIBIT G
REQUIRED REPORTS**

Exhibit G

If the funds awarded under this Grant Agreement are being made available through appropriations under the American Recovery and Reinvestment Act of 2009, the Grantee must provide the DHHR with an estimate of the number of jobs created and the number of jobs retained as a result of this grant award. The number shall be expressed as "full-time equivalent" (FTE), calculated quarterly as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Grantee. The Grantee shall disclose this information within the performance report referenced within this Exhibit. Additional information regarding the number of jobs created and the number of jobs retained can be found in OMB (Office of Management and Budget) memoranda M-10-08 (Updated Guidance on the American Recovery and Reinvestment Act) dated December 18, 2009, a link to which is as follows: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

Failure to provide the Department with the required reports may result in suspension of payments or termination of this grant agreement. All reports must be signed and dated by the appropriate authorized representative.

Progress Reports

Progress Reports shall include progress made on all objectives in the Statement of Work (Exhibit A) for the reporting period, detailed below:

Reporting Period: July 1, 2011 through September 30, 2011; report due October 15, 2011.
Reporting Period: October 1, 2011 through December 31, 2011; report due January 15, 2012.
Reporting Period: January 1, 2012 through March 31, 2012; report due April 15, 2012.
Reporting Period: April 1, 2012 through June 30, 2012; final report due July 15, 2012.

Grantee agrees to submit progress reports to:

West Virginia Department of Health and Human Resources
Bureau for Public Health
Office of the Commissioner
350 Capitol Street, Room 702
Charleston, West Virginia 25301
Attention: Teresa Mace, Program Director

**EXHIBIT G
REQUIRED REPORTS**

Financial Reports

A report reconciling payments received and actual expenditures incurred will be submitted quarterly for the first three quarters of the grant agreement period. The reports are due within 15 days of the month following the end of the preceding quarter (i.e. first quarter ends on September 30th the report is due by October 15th). Scheduled payments may be adjusted in subsequent months based on the financial information contained in the quarterly report. The report for the fourth quarter will be submitted as the final report and will follow the instructions stated below.

A final report reconciling total payments received and actual expenditures incurred for the term of this agreement must be submitted to the Department within 15 days following the end of the Grant Agreement period. Any payments received in excess of actual expenditures must be returned to the Department at the Department's request.

Grantee agrees to submit financial reports to:

West Virginia Department of Health and Human Resources
Bureau for Public Health, Central Finance
350 Capitol Street, Room 519
Charleston, West Virginia 25301-3716
Attention: Subrecipient Grants Unit

**EXHIBIT H
CONTACTS**

Grantee Contacts

NAME	ADDRESS/CITY/ST/ZIP	TELEPHONE	FAX	EMAIL
Purkey, Melanie	Capitol Complex, Building 6, Room 309, 1900 Kanawha Blvd E, Charleston WV 25305	304-558-8033	304-558-3787	mpurkey@access.k12.wv.us

Department Contacts

NAME	ADDRESS/CITY/ST/ZIP	TELEPHONE	FAX	EMAIL
Hoover, Tammy	350 Capitol Street, Room 519, Charleston WV 25301	304-356-4532	304-558-1773	Tammy.K.Hoover@wv.gov
Mace, Teresa	350 Capitol Street, Room 702, Charleston WV 25301	304-356-4225	304-558-1035	teresa.l.mace@wv.gov

EXHIBIT I
NO DEBT REQUIREMENT

Exhibit I

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

“Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Licensing:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

Under penalty of law for false swearing (West Virginia Code §61-5-3), Grantee certifies that by signing this grant agreement on the signature page that Grantee and all related parties do not owe any debts.

**EXHIBIT J
CONFIDENTIALITY**

Exhibit J

Not applicable to this agreement.

**EXHIBIT K
SPECIAL TERMS AND CONDITIONS**

Exhibit K

Not applicable to this agreement.

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

Exhibit L

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum"), is made a part of the Agreement, ("Agreement"), by and between Bureau for Public Health Commissioner's Office the ("Agency"), and WV DEPT OF EDUCATION a Business Associate ("Associate"), and is effective on the date of execution of a binding agreement with the Agency.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret the Addendum consistent with that desire.

NOW THEREFORE; the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules, including the HITECH Act.

- a. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded from the definition of Breach in 45 CFR § 164.402.
- b. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- c. **Electronic Health Record** shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- d. **Electronic Protected Health Information** means Protected Health Information that is transmitted by Electronic Media (as defined in the Security and Privacy Rule) or maintained in Electronic Media.

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

- e. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.
- f. **Personal Health Record** shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared, and controlled by or primarily for the individual.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 164.501, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.
- i. **Security Rule** means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Associate of Agency in the same manner that such sections apply to the Agency.
- j. **Unsecured PHR Identifiable Health Information** is information that is not protected through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act.
- k. **Vendor of Personal Health Records** shall mean an entity, other than a covered entity, that offers or maintains a personal health record.

2. PHI Disclosed; Permitted Uses.

- a. **PHI Described.** PHI disclosed by the Agency to the Associate, PHI created by the Associate on behalf of the Agency, and PHI received by the Association from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original Agreement.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate will refrain from receiving any remuneration in exchange for any individual's PHI, unless Agency gives written

EXHIBIT L
BUSINESS ASSOCIATE ADDENDUM

- approval, and the exchange is pursuant to a valid authorization (that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual), or satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act. Associate will refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including Security Incident not provided for by this Agreement of which it becomes aware.
- c. Safeguards.** The Associate will use appropriate safeguards to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
- (i) Limitation of the groups of its employees or agents, otherwise known as workforce members, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary;
 - (ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;
 - (iii) Maintenance of a comprehensive written PHI privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size, nature, scope, and complexity of the Associate's operations.
- d. Compliance with Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. Mitigation.** Associate agrees to mitigate, to extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.
- f. Support of Individual Rights.**
- (i) **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying within ten (10) days of a request by Agency to enable the Agency to fulfill its obligations under Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
 - (ii) **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to the Agency for amendment and incorporate any such amendment to enable the Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
 - (iii) **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to the Agency the documentation required to provide an accounting of disclosures to enable the Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act.

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Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §§ 164.528 and 164.316. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- The date of disclosure;
- The name of the entity or person who received the PHI, and if known, the address of the entity or person;
- A brief description of the PHI disclosed; and
- A brief statement of purposes of the disclosure that reasonably informs the Individual of the basis for the disclosure, or copy of the Individual's authorization, or a copy of the written request for disclosure.

(iv) **Request for Restriction.** Under the direction of the Agency, abide by any Individual's request to restrict the disclosure of PHI consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agents, Subcontractors Compliance.** The Associate will ensure that any of its agents, including any subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder.
- i. Amendments.** The Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§164.524, 164.526, and 164.528 respectively.
- j. Federal Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. These steps shall include, at a minimum, the requirements contained in the West Virginia Office of Technology Policy No. WVOT-P1001 (revised 11/10/09) which may be found at <http://www.technology.wv.gov/ProductsAndServices/Documents/WVStateInformationSecurityPolicy.pdf>. In addition, the compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements Under Section 13402 of Title XIII is required. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 based on its Security Risk Analysis, Associate shall document such rationale and submit it to the Agency.

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- i. Notification of Breach.** During the term of this agreement, the Associate shall notify the Agency and , unless otherwise directed by the Agency in writing, the Office of Technology immediately by telephone call plus e-mail, web form, or fax upon the discovery of Breach of Security of PHI, where the use or disclosure is not provided for by this Addendum of which it becomes aware, if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by e-mail or fax of any suspected Security Incident, intrusion, or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency contract manager at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of discovery, the Associate shall notify the Agency contract manager, and the Office of Technology Service Desk of: (a) What data elements were involved and the extent of the data involved in the Breach; (b) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (c) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not limited to costs associated with notifying affected individuals.

- m. Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Associate, except where Associate or its subcontractor, employee or agent is a named adverse party.

4. Addendum Administration.

- a. Duties at Termination.** Upon any termination of the underlying Agreement, if feasible, the Associate shall return or destroy all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

EXHIBIT L
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- b. Termination for Cause.** Agency may terminate the underlying Agreement if at any time it determines that the Associate has violated a material term of the Agreement or this Addendum. The Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material Breach before termination.
- c. Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- d. Survival.** The respective rights and obligations of Associate under Section 3.j and 3.o of this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option.
- b. Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an Individual must be held confidential and is also the property of the Agency.
- c. Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an Individual must not be transmitted to another party by electronic or other means for additional uses not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected Individual's written consent.
- e. No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Agency, Associate, and their respective successors or assigns, any rights remedies, obligations or liabilities whatsoever.
- f. Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

ADDENDUM
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
AMERICAN RECOVERY AND REINVESTMENT ACT

A. Purpose and Summary

The purpose of this Addendum is to ensure that recipients of grant awards from the West Virginia Department of Health and Human Resources understand their responsibilities under the Federal Funding Accountability and Transparency Act of 2006 and the American Recovery and Reinvestment Act of 2009, as may be applicable.

As part of these responsibilities, and as condition for execution of this Grant Agreement, Grantees must remain current in the Central Contractor Registration (CCR) database (<http://www.ccr.gov>) at all times during which they have active DHHR grant awards. The CCR database is the repository for standard information about Federal financial assistance applicants, recipients and subrecipients. Grantees must update or renew their CCR registration at least once per year to maintain an active status.

In order to register in the CCR database, Grantees must first obtain a valid Data Universal Numbering System (DUNS) Number from Dun and Bradstreet at <http://www.dnb.com>. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and for validating the address and point of contact information for Federal assistance applicants, recipients and subrecipients.

Additional information about obtaining a DUNS number and maintaining registration with the CCR are included on the websites referenced above and on the attached Instructions for Completion of the Subrecipient (Grantee) Information Form. As further explained within this Addendum, the attached Subrecipient (Grantee) Information Form must be completed by the Grantee and submitted to the DHHR during the negotiation (pre-award) stage of the grant cycle.

B. Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, hereinafter referred to as FFATA, is an Act of Congress that requires full disclosure to the public of all entities or organizations receiving Federal funds. The FFATA directed the Office of Management and Budget (OMB), by January 1, 2008, to ensure the existence and operation of a single searchable website, accessible to the public at no cost, which includes for each Federal award:

1. The amount of the award;
2. Information including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
3. The name and location of the recipient and the primary location of performance;
4. A unique identifier of the recipient and any parent agency (DUNS Number); and
5. Any other relevant information specified by the OMB

The FFATA also required the OMB, by July 1, 2007, to commence a pilot program to test the collection of and access to data about subgrants and to determine how to implement a subaward-reporting program across the Federal Government. Thereafter, the FFATA required the OMB to terminate the pilot program by January 1, 2009 and, subject to extensions, replace it with a permanent system of ensuring that data regarding subawards is disclosed in the same manner as data regarding other Federal awards.

C. American Recovery and Reinvestment Act of 2009

The American Recovery and Reinvestment Act of 2009, Public Law 111-5, hereinafter referred to as the ARRA, is an economic stimulus package enacted by the 111th United States Congress and signed into law by President Barack Obama on February 17, 2009. The ARRA is intended to provide a stimulus to the U.S. economy in the wake of the economic downturn and includes Federal tax relief; expansion of unemployment benefits and other social welfare provisions; and domestic spending on education, health care, and infrastructure, including the energy sector. The ARRA provides for unprecedented levels of transparency and accountability so that the public will be able to know how, when and where their tax dollars are being spent. Specific information and requirements under the ARRA are as follows:

1. Funding provided from the Federal Government through the ARRA is **"one-time only" funding** and, to maximize the transparency and accountability of ARRA funds, organizations receiving funding under the ARRA **must maintain records** that identify adequately the source and application of those funds.
2. **Section 1512(c) of the ARRA** requires quarterly reporting on the use of funds. The data elements proposed for reporting the information described in Section 1512(c) were initially published in the Federal Register on April 1, 2009 [74 FR 14824].
3. **Section 1512(h) of the ARRA** requires recipients of ARRA funds, and their first-tier recipients (subrecipients) to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov>. In order to register in the CCR, a valid Data Universal Numbering System (DUNS) Number is required, as further described within this Addendum and within the Instructions for Completion of the Subrecipient (Grantee) Information Form.
4. **Section 1605 of the ARRA** requires that projects funded by the ARRA for the construction, alteration, maintenance, or repair of a public building or public work use American iron, steel, and manufactured goods in the project unless one of the specified exemptions applies. The ARRA provides that this requirement be applied in a manner consistent with U.S. obligations under international agreements. Definitions of "manufactured good," "public building and public work," and other terms as they pertain to the Buy American guidance in 2 CFR part 176 are found in § 176.140 and § 176.160.
5. **Section 1606 of the ARRA** requires the payment of Davis-Bacon Act (40 U.S.C. 31) wage rates to "laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government" pursuant to the ARRA.
6. **Grantees bound by the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations**, must separately identify the expenditures for Federal awards under the ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This requirement shall be accomplished by identifying expenditures for Federal awards made under the ARRA separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program

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on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. Additional information regarding the Federal audit requirements of OMB Circular A-133 is located within Exhibit F of the DHHR Grant Agreement and the Source of Funds Schedule, attached to this Grant Agreement as Exhibit B, identifies whether the funds awarded under this grant are being made available through appropriations under the ARRA.

D. DHHR Reporting to the Federal Government

The DHHR, as a primary recipient of Federal grants awards, is ultimately responsible for reporting on all data required by the FFATA and Section 1512 of the ARRA, including the following data elements related to its subrecipient Grantees:

1. Subrecipient DUNS number
2. Subaward number
3. Subrecipient legal name
4. Subrecipient DBA name
5. Subrecipient location
6. Subrecipient congressional district
7. Subrecipient type
8. Amount of subaward
9. Total subaward funds disbursed
10. Subaward date
11. Subrecipient primary place of performance
12. Congressional district for primary performance location
13. Subrecipient officer names and compensation of the top five officials, if applicable
14. Information on subrecipient vendors

As of the date of this Addendum, revised August 2009, the most recent and detailed implementing guidance with respect to this required data and other associated reporting requirements is located in a memorandum (M-09-21) released by the OMB on June 22, 2009. Among its many features, the June 22, 2009 OMB guidance describes the responsibilities for primary recipients versus subrecipients, discusses procedural issues for reporting, and includes a template and a data dictionary that fully details the required data elements and shows examples of those elements. Grantees may view or download the June 22, 2009 OMB guidance and related supplemental documents through the following website: www.whitehouse.gov/omb/memoranda/default/.

E. Subrecipient (Grantee) Information Form – DHHR Finance A-1000

As opposed to requiring its Grantees to report directly to the Federal government on the aforementioned data, as is an option for the primary recipient under the ARRA, the DHHR will gather the necessary information from its Grantees for compilation and reporting to the Federal government in a comprehensive and cumulative manner. In order to achieve these objectives and to ensure consistent accounting treatment for these Federal funds, the DHHR developed a standardized form (DHHR Finance A-1000) in which its Grantees shall be required to complete and submit to the DHHR during the negotiation (pre-award) stage of the grant cycle. The DHHR will not process the Grant Agreement or commit any of the funds related thereto until the Grantee submits a signed copy of the Subrecipient (Grantee) Information Form.

F. Future Informational Updates and Regulatory Requirements

Currently, the rules, regulations and guidance issued by the Federal Government with respect to the oversight, accountability and reporting

requirements associated with the FFATA and the ARRA are a work-in-progress. As referenced in the aforementioned sections of this Addendum, there are a number of reporting requirements (data elements) for which the DHHR, as a primary recipient of Federal funds, must report directly to the Federal Government, including information on Federal subgrant awards administered by the DHHR. While the memorandum issued by the OMB on June 22, 2009 provides detailed information with respect to these reporting requirements, by all indications, further requirements and information may be forthcoming from the Executive Office of the President or through the release of individual Federal agency regulations. Therefore, as additional information becomes available and the Federal Government provides more details on managing Federal funds, the DHHR will transmit the information to its grant community through an update to this memorandum or by other determinable means to ensure overall compliance with the FFATA and the ARRA.

G. Sources of Information / Websites

Federal Funding Accountability and Transparency Act of 2006:
<http://www.usaspending.gov/>
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_bills&docid=f:s2590enr.txt.pdf

American Recovery and Reinvestment Act of 2009:
<http://www.recovery.gov/>
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf

Office of Management and Budget:
<http://www.whitehouse.gov/omb/memoranda/default/>
http://www.whitehouse.gov/omb/circulars_a133_compliance_09toc/