

## **Indiana Builders Association Home Energy Conservation Program Auditor & Contractor Request for Information**

PLEASE SUBMIT YOUR APPLICATION AS SOON AS POSSIBLE.

### **OVERVIEW**

The Indiana Builders Association (referred hereafter as “IBA”) plans to administer the Home Energy Conservation Program for low-income individuals in 38 Indiana counties. This request for information is subject to final approval by the federal Department of Energy for IBA to administer the Home Energy Program within the identified 38 counties in Indiana. The program is designed to maximize the efficiency of homes particularly through stopping infiltration, insulating attics, installing sidewall insulation, installing hot water heaters, furnace tune-ups, and repairing or replacing combustion appliances. IBA intends to engage independent auditors and contractors from across the state to complete work on approximately 3,333 low-income homes.

IBA is committed to a policy of non-discrimination and will not discriminate against any contractor(s) on the basis of race, color, creed, religion, sex, age, national origin, disability or status as a Vietnam era veteran. This is in compliance with Title VII of the Employment Act, Americans with Disabilities Act, and the Veterans.

All contracts awarded will be funded in whole by the American Recovery and Reinvestment Act of 2009 (ARRA). The IBA has an allocation of \$20,725,299.50 to weatherize 3,333 homes. All contracts are subject to the prevailing wage provisions of the Davis-Bacon Act.

IBA will make payment for completed work and is setting up a timely payment procedure to forward payments when requisitioned from IHCDA. It is anticipated that remittances will occur within 30 days upon the auditor’s or contractor’s submission of invoice for work completion and a satisfactory audit/inspection.

IBA reserves the right to impress any language or requirements as may be required by the funding source.

This request is a request for submission of proposals, but is not itself an offer and shall under no circumstances be construed as an offer. The IBA expressly reserves the right to modify or withdraw this request at any time, whether before or after any proposals have been submitted or received. The IBA may reject any or all proposals submitted in response to this request at any time prior to entering into a written agreement. In the event the parties selected do not enter into the required agreement to carry out the purposes described in this request, the IBA may, in addition to other rights and remedies available at law or in equity, commence negotiations with other persons or entities. In no event shall any obligation of any kind be enforceable against the IBA unless and until a written agreement is entered into. By submitting a response to this request, each respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of a respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

IBA further reserves the right to reject any or all proposals, waive technicalities and to award contracts in the best interest of IBA.

**AUDITORS WILL BE RESPONSIBLE FOR:**

- Conducting accurate initial, interim, and final energy audits in compliance with the Indiana Housing and Community Development Authority (IHCDA) and the IBA Home Energy Conservation Program Standards. The audit will include, but is not limited to:
  - Run Blower Door Test.
  - Conduct physical inspection of the whole house, including attic and basement or crawlspace.
  - Perform furnace and other combustion appliance testing.
  - Conduct combustion analysis.
  - Conduct duct pan and zonal testing.
- Producing and submitting accurate and complete documentation of initial, interim, and final audits using such format and forms as required by IBA in the time frame identified by IBA.
- Producing and submitting work orders from audit findings within the time frame identified by IBA.
- Responding to inquires from IBA program staff and contractors.
- Accompanying inspectors from IBA and/or IHCDA on job sites to be inspected.

**CONTRACTORS (includes all contractors, HVAC technicians, and plumbing technicians) WILL BE RESPONSIBLE FOR:**

- Reviewing the work order and identifying any items that may need clarification and/or modification by auditor and/or IBA. Any deviation from the original work order must be pre-approved by IBA in conjunction with the auditor.
- Furnishing work crews (when applicable) with competent and qualified staff. Any person performing work in the home, must have successfully completed the required training from the Indiana Housing and Community Development Authority (IHCDA) and be approved by IHCDA to perform Weatherization Services on client homes.
- Meeting the IHCDA's and IBA's material and installation minimum quality standards for all items necessary to complete the required measures.
- Completing all necessary and appropriate measures identified on the work order within the time frame identified by IBA. These include, but are not limited to, blower door directed air sealing of major air leaks, bypasses and ducts; insulating water heaters; replacing water heaters; furnace system treatment; furnace tune up; furnace replacement; repairing and replacing combustion appliances; lighting; and insulation of floors, walls, and ceilings.

- Submitting completed work orders and invoices within the time frame identified by IBA. Invoices will need to be broken down by labor and materials and show prevailing wage compliance.
- Correcting and/or completing any work identified as inadequate by IBA final auditors, IHADA inspectors, and/or IBA inspectors on jobs deemed completed by contractor. This work will be performed at the contractor's expense.

## **AUDITOR AND CONTRACTOR REQUIREMENTS**

- Auditor and/or contractor agrees that he/she is committed to a policy of non-discrimination and will not discriminate against anyone on the basis of race, color, creed, religion, sex, age, national origin, disability or status as a Vietnam era veteran. This is in compliance with Title VII of the Employment Act, Americans with Disabilities Act, and the Veterans.
- Auditor and/or contractor working under the program agrees to comply with applicable laws, including employment laws.
- Auditor and/or contractor agrees to and will strictly adhere to IBA's Privacy Act Regulations policy that he/she is prohibited from using client information other than for the Home Energy Conservation Program.
- Auditor and/or contractor agrees to abide by IBA's policy of being prohibited from accepting gifts, money, other financial remuneration, or gratuities from persons having received or having benefited from services provided. Any infraction of this rule will warrant immediate disciplinary action up to and including possible termination.
- Auditor and/or contractor agrees to abide by IBA's policy of not soliciting clients receiving home energy conservation services.
- Auditor and/or contractor shall defend, indemnify and hold harmless the Indiana Builders Association and their agents and employees from and against all claims, damages, causes of action, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and (2) is caused in whole or in part by any negligent act or omission of auditor/contractor or any of auditor's/contractor's subcontractors, anyone directly or indirectly employed by any of them or for anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder.
- Auditor and/or contractor agrees to maintain insurance coverage at a minimum level of \$1,000,000 for general liability and personal injury and to list the Indiana Builders Association as an additional insured. A Certificate of Insurance identifying such must be presented to IBA upon award of any contract.

- Auditor and/or contractor agrees to maintain Workmen's Compensation Insurance or supply a workers' compensation exemption certificate. A Certificate of Insurance identifying such must be presented to IBA upon award of any contract.
- Auditor and/or contractor agrees to maintain and provide a copy of applicable current licenses and registrations necessary to do business in localities awarded (i.e. business, builder, home improvement, etc.). In the event that a renewal is required, a copy of such renewal must be submitted to IBA at the time of renewal. Under no circumstances may an auditor's/contractor's license or registration be under suspension.
- Auditor and/or contractor agrees to utilize Lead-Safe Work Practices in any dwelling constructed prior to 1978 and agrees that it shall provide/or confirm that all necessary disclosures to the homeowner are met before work commences.
- Auditor and/or contractor agrees that they must pass the IHEDA criminal background check.
- Auditor and/or contractor agrees that they understand that IBA will maintain contact through internet access, e-mail, and phone.
- Auditor and/or contractor agrees that they have (or will have) the tools and equipment necessary to perform the responsibilities of the job.
- Auditor/contractor agrees that they will not be paid for unsatisfactory work which does not meet the minimum workmanship standards, or for work not designated in the terms of the contract and/or work order.

#### **ADDITIONAL AUDITOR REQUIREMENT**

- Auditor agrees that he has received (or is in the process of receiving) auditor approval and/or certification through successful completion of the six-week training course for the Indiana Weatherization Providers under American Recovery and Reinvestment Act (ARRA) or has received BPI certified Building Analyst training through the Indiana Community Action Association (INCAA).

#### **ADDITIONAL CONTRACTOR REQUIREMENTS**

- Contractor agrees to ensure that all laborers and mechanics employed by applicant or its subcontractors to work on projects funded by the contract are paid no less than weekly and paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor.
- Contractor agrees to maintain books, records, documents, including but not limited to, payroll records, accounting records, and purchase orders along with other evidence to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs attributed to each service provided. Contractor will retain

records for no less than 3 years after the close of the contract. They must be available for IBA and/or the Indiana Housing and Community Development Authority (IHCDA) for review.

- Contractor agrees that he has successfully completed (or is in the process of completing) the required training from the Indiana Housing and Community Development Authority (IHCDA) and is (or will be) approved to perform Weatherization Services on client homes.
- Contractor agrees to comply with Indiana law relating to warranty of the labor provided and materials supplied in performance of the work.
- Contractor agrees to be responsible for meeting all required permits regulations for alterations to dwellings.
- Contractor agrees to abide by all state building codes and any other local regulations and ordinances.

## REQUEST FOR INFORMATION

### POSITION REQUESTED

(Check all that apply)

I am interested in being an auditor.

I am interested in being a contractor – weatherization/shell.

I am interested in being a contractor – heating.

I am interested in being a contractor – plumbing.

### COMPANY INFORMATION

Legal name of company:

DBA:

Legal name of individual (if applying as an individual):

Federal employer ID number or social security number (whichever applicable):

Principle Officer (if company applying):

Mailing address:

City, state, zip code:

Business telephone:

Business Fax:

Contact person:

Contact person cell phone:

Contact person e-mail address:

List other companies that you have an interest in that will be bidding for work under this program:

Indicate the service provider's legal status:

- For Profit Corporation

- Not For Profit Corporation

- S-Corporation
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Sole proprietorship
- Partnership\*

\*If partnership, please submit names of all partners.

Is your company registered with the Indiana Secretary of State?

If a sole proprietorship or general partnership, are you registered as an independent contractor with the Indiana Department of Revenue?

Check if this is a minority owned business entity as defined in IC 4-13-16.5.

Check if this is a woman owned business entity as defined in IC 4-13-16.5.

*(A copy of the certification for any classification checked must be provided upon request.)*

List any company memberships in professional organizations:

List any professional awards your company has received:

List any professional designations, certifications, specialized training your company or employees have received (i.e. HERS rater, NAHB Green Verifier, HUD Lead-Safe Work Practices Training class, state licensed lead inspector, state licensed lead risk assessor, state licensed lead renovator, etc.)

Do you have experience in residential construction? If yes, how many years?

Do you have experience in weatherization auditing? If yes, how many years?

Do you have experience in weatherization contracting? If yes, how many years?

Please comment on your company's use of green building practices and techniques, environmentally friendly products, recycled content products, and waste material recycling practices.

Provide a brief summary of your company profile.

Please add any additional comments you would like to offer with your proposal.

## REFERENCES

Supply the names of three business references served within the last year.

1. Name  
Address  
Phone

2. Name  
Address

Phone

3. Name  
Address  
Phone

### WORKER INFORMATION

Identify the employees/individuals who will perform on this contract (please include any and all currently known):

Name:

Job title:

Individual has current weatherization training certificate?

If not, date scheduled training to be completed:

### SERVICE AREAS

Please indicate the counties you are interested in performing work for purposes of the IBA Home Energy Conservation Program:

Blackford County  
Boone County  
Carroll County  
Cass County  
Decatur County  
DeKalb County  
Delaware County  
Fayette County  
Fulton County  
Hamilton County  
Hancock County  
Hendricks County  
Howard County  
Huntington County  
Jackson County  
Jasper County  
LaGrange County  
La Porte County  
Madison County  
Marion County  
Marshall County  
Montgomery County  
Newton County  
Noble County  
Owen County  
Parke County  
Posey County  
Pulaski County  
Starke County

Steuben County  
Tipton County  
Vanderburgh County  
Vermillion County  
Vigo County  
Wabash County  
Wayne County  
Wells County  
White County

#### AUDITOR EQUIPMENT

(Only complete if you are interesting in being an auditor.)

Below are the major items needed for auditing. Please identify which items you have available. If item is not currently available, identify the expected date it will be available. A complete list of required equipment is included in Auditor's Weatherization Training Manual.

- \*blower door
- \*carbon monoxide analyzer
- \*combustion analyzer
- \*digital manometer with pascal scale
- \*gas leak detector, electronic
- \*infrared camera
- \*inspection camera
- \*inspection mirror
- \*watt meter
- \*windy day kit

**CERTIFICATION STATEMENT AND VERIFICATION OF INTENT**

The undersigned has read the request for information and understand the intent, limitations, and requirements of services purchased under the American Recovery and Reinvestment Act of 2009 (ARRA) and the contractual requirements of the Indiana Builders Association, Inc. (IBA).

The undersigned hereby certifies that all information in the proposal above is true, correct, and accurate. The undersigned understands and certifies that

\_\_\_\_\_ (insert company), including any and all employees, subcontractors, and laborers working within the weatherization program under the direction of said company, will comply with the programmatic and contractual requirements placed upon \_\_\_\_\_ (insert company) as a service provider receiving funds from IBA.

The undersigned hereby certifies that all budgets and information in this proposal is true and correct and accurately reflects the revenue, expenses, and units of service to be delivered. The undersigned certifies that no collusion has occurred with other individuals or agencies who submitted proposals with regard to requested allocation. The undersigned understands and certifies that \_\_\_\_\_ (insert company) agrees to comply, with the financial contractual requirements placed upon the service provider receiving funds from IBA.

Should applicant receive funding, applicant agrees to site monitoring by IBA and/or IHCD and agrees that the IBA, the Indiana Housing Community Development Agency or its designees will have access to all records (e.g., payroll, performance evaluations, employee grievance) applicable to activities funded under an awarded contract. The undersigned also certifies that it is authorized by its Board of Directors/Owners/Stockholders to prepare and submit this proposal.

**VERIFICATION OF INTENT**

This application has been developed in accordance with all rules and regulation specified by IBA.

Applicant's Legal Name:

Signature:

Title:

Date:

**SELECTION CRITERIA**

Evaluation of all proposals will be done by IBA based on the following evaluation criteria. Those proposals that demonstrate capacity to perform Weatherization Program services will be selected for further consideration. Separate negotiations will then be conducted with each selected applicant to discuss the details of its proposal. At the conclusion of these negotiations, IBA will enter into contracts with service providers.

When selecting service providers, IBA will give preference to companies and individuals who can demonstrate proficiency in the following areas:

- \* Compliance with all auditor and/or contractor program requirements;
- \* Required Weatherization Training met or in progress;
- \* Experience in construction and/or weatherization of homes;
- \* Other training, education, professional designations and certifications;
- \* Access to equipment necessary to perform work;
- \* Financial stability;
- \* Professional affiliations, memberships and awards;
- \* References;
- \* Capacity to handle work;
- \* Pricing;
- \* Service area;
- \* Small business located in Indiana or company headquartered in Indiana;
- \* MBE and WBE organizations.

**CERTIFICATION CLAUSES**

The following standard clauses will be included in contracts to perform services for IBA's Home Energy Conservation Program.

The IBA reserves the right to include other items in the contract that are necessary to meet program requirements.

**NON-DISCRIMINATION**

A. Pursuant to Indiana Code 22-9-1-10, Grantee and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin or ancestry. The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if Grantee employs 50 or more employees and does at least \$50,000 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 C.F.R. 60-1.7. Breach of this covenant may be regarded as a material breach of this contract. The state of Indiana shall comply with Section 202 of Executive Order 11246, as amended, 41 C.F.R. 60-250, and 41 C.F.R. 60-741, as amended, which are incorporated herein by specific reference.

B. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12.01 et seq.

and 47 U.S.C. 225), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Executive Order 11246 and 41 C.F.R. Part 60-1 et seq., as applicable, and all other non-discrimination regulations of the United States Government, as applicable, to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin or ancestry, be excluded from participating in or denied the benefit of Grantee's services, or otherwise subjected to discrimination under any program or activity for which Grantee or its subcontractors receive, directly or indirectly, federal or state financial assistance, and Grantee agrees to immediately take measures to effectuate this provision.

C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin or ancestry or status as a veteran.

#### RELIGIOUS ACTIVITIES

Grantee agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

#### POLITICAL ACTIVITY

Grantee certifies that the funding provided by State through this agreement shall not be used to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with any election or voter registration activity.

#### DRUG-FREE WORKPLACE

A. Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Grantee's workplace.

B. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of Grantee from doing further business with the State of Indiana for a period of up to 3 years.

C. In addition to the provisions of Paragraph A above, if the total contract amount set forth on any Attachment is in excess of \$25,000, Grantee hereby further agrees that this agreement is expressly subject to the terms, conditions and representations of the following certification.

D. This certification is required by Executive Order No. 99-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, No award of a contract or grant shall be made, and no contract, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of this agreement as part of the grant documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Establishing a drug-free awareness program to inform employees (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- d. Notifying in writing the contracting state agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (c)(2) above or otherwise receiving actual notices of such conviction.
- e. Within thirty (30) days after receiving notice under sub-paragraph (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to maintain a drug-free workplace through the implementation or subparagraphs (a) through (e) above.

#### LOBBYING ACTIVITIES

##### INDIANA BUILDERS ASSOCIATION, INC. - ENERGY AUDIT RFP 14

A. Pursuant to 31 U.S.C. 1352, and any regulations promulgated there under, including 10 C.F.R. Part 601, Grantee hereby assures that no federally appropriated funds have been paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Grantee shall complete and submit 'Standard Form-

LLL, 'Disclosure Form to Report Lobbying.' If Grantee is required to submit Standard Form LLL, the form and instructions for preparation may be obtained from State.

C. Grantee shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this agreement and any transactions with State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### DEBARMENT AND SUSPENSION

Grantee certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any state department or agency. The term 'principal' for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

#### CONFLICT OF INTEREST

Grantee agrees to comply with applicable provisions of the Office of Management and Budget Circulars A-110 and "The Common Rule," regarding conflicts of interest. Grantee further acknowledges and agrees that no employee, agent representative, or subcontractor of Grantee who may be in a position to participate in the decision-making process of Grantee or its subcontractors may drive an inappropriate personal or financial interest or benefit from any activity funded through this agreement, either for himself or for those with whom he has family or business ties.

#### FEDERAL PARTICIPATION

Pursuant to Pub. L 103-333, 18 Stat. 2573 when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the activities funded through this agreement, Grantee shall clearly state:

1. The percentage of the total costs of the program or project, which will be financed with federal funds;
2. The dollar amount of federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### LEAD-BASED PAINT

Lead-Safe Work Practices are to be utilized in any site-built dwelling constructed prior to 1978. These practices will include the use of high efficiency particle air (HEPA) vacuums at the job site. Failure to properly follow Lead-Safe Work Practices when indicated in the work order will result in termination of the contract. Additionally, the contractor will be responsible for all lead

remediation and lead clearance expenses that may be incurred by the Weatherization Program as a result of failure to follow Lead-Safe Work Practices.

#### ENVIRONMENTAL TOBACCO SMOKE

Grantee certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. • 6081 et seq.), which require that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by Grantee and which is used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years if the services are funded by federal programs either directly or through states or local governments by federal grant, contract, loan, or loan guarantee. This provision shall not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities for inpatient drug or alcohol treatment.

#### AUTHORITY TO BIND

Notwithstanding anything in this agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute this agreement on its behalf.

#### ORDER OF PRECEDENCE

Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (1) this agreement, (2) attachments to this agreement prepared by the State, (3) any proposal, program narrative, plan, or budget, submitted by Grantee.

#### SEVERABILITY

The invalidity of any section, subsection, clause, or provision of this agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the agreement.

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Grantee certifies that it will comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title III), which addresses the security and privacy of health data. This privacy policy must be posted in a conspicuous place within the business.

Additional information can be found at <http://www.in.gov/ihcda/2523.htm>