

* RUSH *

MAR 07 2014

19284



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Received

Instructions for completing the EDS and the Contract process.

MAR 07 ENT'D

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

IDA Contracts

425

1. EDS Number: A70-4-009028		2. Date prepared: 12/10/2013	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services		<input checked="" type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input type="checkbox"/> Amendment#	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal #	
<input type="checkbox"/> QPA		<input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: 61910-30800.531010		5. Account Name: ISDH DHHS Fund	
6. Total amount this action: \$119,798.00		7. New contract total: 119,798.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2014		\$119,798.00	
Year		\$	
Year		\$	
Year		\$	
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 11/1/2013		12. To (month, day, year): 10/31/2014	
13. Method of source selection:			
<input checked="" type="checkbox"/> Bid/Quotation		<input type="checkbox"/> Emergency	
<input type="checkbox"/> RFP#		<input type="checkbox"/> Other (specify)	
<input type="checkbox"/> Negotiated		<input type="checkbox"/> Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 42 USC SECTION 247 B & 280B-1B			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This contract funds the Indiana Coalition Against Sexual Assault (INCASA) for \$119,978 for the first three months of the agreement, with intent to amend and award a total of \$398,322 for FY14. The federal award was not issued as expected, but the CDC provided a FY13 cost extension to cover activities during this period. ISDH intends to amend the agreement when the FY14 award is received to reflect the originally submitted budget and work plan. They will be expected to provide funding and oversight to local programs and provide training and technical assistance to both funded and non-funded organizations on sexual violence primary prevention and evaluation. They will continue to provide ongoing engaging men and social norms efforts for the state, and design workplace violence prevention initiatives. INCASA is the statewide leader in the anti-sexual violence movement and			
38. Justification of vendor selection and determination of price reasonableness: INCASA submitted a proposal to ISDH that demonstrated the capability to carry out the deliverables outlined in Attachment A to the standards of ISDH and the CDC in a cost-efficient manner. INCASA is listed as the entity responsible for this work in Indiana's sexual violence primary prevention plan.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) The agreement was submitted to the vendor for signature well in advance of the start date. During the vendor's review, ISDH discovered that the FY14 award would not become available when expected and that revisions were required due to CDC providing a cost extension for the first three months of the award period. ISDH revised the scope of work and budget for this period based on the FY13 cost extension requirements and allowances and resubmitted the contract to the vendor for signature.			
40. Agency official or representative approval <i>Eric Miller</i>		41. Date Approved 2/7/14	
44. Attorney General's Office approval MM		45. Date Approved 3/13/14	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 3/10/14	
46. Agency representative receiving from AG <i>[Signature]</i>		47. Date Approved	

73581-000

REQUISITION

Ship To: State Department of Health
Section 2-C
2 N MERIDIAN ST
INDIANAPOLIS IN 46204

Bill to: State Department of Health
Section 2-C
2 N MERIDIAN ST
INDIANAPOLIS IN 46204

Requisition No. 0000023230	Date 10/01/2013	Required Date	Page 1 of 1
Fund/Account: 61910 / 531010			
Dept Number: 195009			
Project Number: 400361015330013			
Requisition Number: 0000023230			
Requestor: GALLEN Allen, Gary-400			
Agency Number: 00400 Department of Health			
Facility:			

MUST COMPLETE FOR ICPR

☐ Print REQ
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
INCASA submitted a proposal to ISDH that demonstrated the capability to carry out the deliverables outlined in Attachment A to the standards of ISDH and the CDC in a cost-efficient manner. INCASA is listed as the entity responsible for this work in Indiana's sexual violence primary prevention plan.						
1-1		Prof Serv Contract A70-4-009028, 11/1/13-10/31/14	1.0000	LO	119,798.0000	119,798.00

Vendor: 0000075966 IND COALITION AGAINST SEXUAL

<< PLEASE SEE ATTACHED CONTRACT
Contract date 11/1/13-10/31/14
Contract amount \$119,798.00
EDS# A70-4-009028 >>

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

Requisition Total \$ 119,798.00

Requestor Signature	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	Printed Name of Agency Head or Authorized Employee	Authorized Signature

PH

PROFESSIONAL SERVICES CONTRACT
EDS# A70-4-009028 (RP 385)

This Contract ("this Contract"), entered into by and between the Indiana State Department of Health (the "State") and Indiana Coalition Against Sexual Assault, Inc. (the "Contractor") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Contractor shall provide training, technical assistance, funding and oversight, to local rape crisis centers and community-based organizations to do sexual violence primary prevention work. This project is described fully in Attachment A, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract. This Contract funds the project through January 31, 2014. The State intends to amend this Contract to fund the remainder of the time and deliverables once additional funding is made available by the Center for Disease Control (CDC).

2. Consideration.

The Contractor will be paid using the rate(s) set out in Attachment B for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$119,798.

3. Term.

This Contract shall commence on November 1, 2013 and shall remain in effect through October 31, 2014.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested, annually and following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or

federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

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

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

- (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
- in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

11. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor

agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.
- C. The undersigned also certifies that it and its principals:

1. have not within a three year-period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
2. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
3. have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

15. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10)

working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

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

17. Drug-Free Workplace Certification.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor'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 its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) 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; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

19. Employment Option.

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this

Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State. The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance.

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage.

prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements.

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance.

The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

1. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include

a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s). - Deleted

29. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance. - Deleted

32. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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

33. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

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

B. Notices to the Contractor shall be sent to:

Indiana Coalition Against Sexual Assault, Inc.
ATTN: Anita Carpenter
26 North Arsenal Ave., Third Floor
Indianapolis, IN 46201-3808

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

36. Payments.

- A.** All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports.

A. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

B. The failure to provide progress reports as requested by the State is considered a material breach of the Contract and shall entitle the State to impose sanctions against the Contractor. Sanctions may include, but are not limited to, suspension of all Contract payments, and/or suspension of the Contractor's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Attachment A of this Contract.

39. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option.

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

41. Severability.

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

42. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those

terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance. - Deleted

48. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Amendments.

No alteration or variation of the terms in this Contract shall be valid unless made in writing and signed by all the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

51. Federal and State Third-Party Contract Provisions.

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

52. Remedies Not Impaired.

No delay or omission of the State in exercising any right or remedy available under this Contract shall impair any such right or remedy, or constitute a waiver of any default, or any acquiescence thereto.

53. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2013 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Access to Records
Amendments
Audits
Consideration
Debarment and Suspension
Duties of Contractor
Federal and State Third-Party Contract Provisions
HIPAA Compliance
Indiana Veteran's Business Enterprise Compliance
Minority and Women's Business Enterprises Compliance
Order of Precedence; Incorporation by Reference
Payments
Progress Reports
Remedies Not Impaired

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

Accepted By:


ANITA CARPENTER
CEO
INDIANA COALITION AGAINST SEXUAL ASSAULT,
INC.

DATE: 1-29-14

Recommended and Approved By:


WILLIAM C. VANNESS II, MD
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 2/7/14

Approved By:

N/A
PAUL BALTZELL
CHIEF INFORMATION OFFICER
INDIANA OFFICE OF TECHNOLOGY

DATE: _____

Approved By:


BRIAN E. BAILEY
DIRECTOR
STATE BUDGET AGENCY

DATE: 3/10/14

Approved By:

N/A
CHRIS MICKENS
CHIEF INFORMATION OFFICER
INDIANA STATE DEPARTMENT OF HEALTH

DATE: _____

Approved By:


JESSICA ROBERTSON
COMMISSIONER
INDIANA DEPARTMENT OF ADMINISTRATION

DATE: 3/7/14

Approved as to Form and Legality:


GREGORY F. ZOELLER
ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL

DATE: 3/13/2014

Attachment A

Funding Source

Rape Prevention and Education (RPE) Cooperative Agreement, Centers for Disease Control and Prevention, National Center for Injury Prevention and Control, Division of Violence Prevention

To the Indiana State Department of Health: Cost Extension: November 1, 2013-October 31, 2014; Entire Agreement: November 1, 2013-October 31, 2014

Award Number/Funding Opportunity Number: 3VF1CE002222-01S1/CDC-RFA-CE14-1401

Grantee:

Indiana Coalition Against Sexual Assault (INCASA)

Grantee Contact:

Anita Carpenter, INCASA Chief Executive Officer

Phone: (317) 423-0233, x16

E-mail Address: acarpenter@incasa.org

Overall Project Summary

The Indiana State Department of Health (ISDH) receives federal funding for sexual violence primary prevention through the Centers for Disease Control and Prevention (CDC) under the Rape Prevention and Education (RPE) Cooperative Agreement. The original agreement was submitted to the Indiana Coalition Against Sexual Assault for signature based on expected FY 14 funding, however during the vendor's review, ISDH discovered that the FY 14 award would not become available when expected and that revisions were required due to CDC providing a cost extension of the FY 13 award for the first three months of the award period. ISDH revised the scope of work and budget for this period based on the FY 13 cost extension requirements and allowances. ISDH intends to amend the agreement when the FY 14 award is received in order to fund the project deliverables and budget for FY 14.

The Indiana Coalition Against Sexual Assault (INCASA) is responsible for many of the outcomes stated in Indiana's five-year state plan to prevent sexual violence, entitled "*Indiana's Commitment to Primary Prevention: A State Free of Sexual Violence ~2010-2015*". This year, INCASA will: a) fund and monitor the development and implementation of evidence-based sexual violence primary prevention strategies in 8-10 community-based programs throughout the state; b) provide scheduled and on-demand training and technical assistance to RPE funded programs and to non-funded programs across the state, including training on primary prevention and evaluation; c) identify and provide training and technical assistance for six corporations to include violence prevention into their employee wellness programs; d) work with the engaging men's group to promote anti-violence messaging; e) coordinate with early childhood education programs to offer Listen To Me and the BARCC curriculum; f) promote Sexual Assault Awareness Month and the Year-Long Campaign; g) provide educational opportunities for youth; h) develop an evaluation and performance measurement plan for the coalition and the RPE funded programs.

Justification of Selection and Determination of Price Reasonableness

As the state coalition and the leader in the statewide sexual violence prevention movement, INCASA is the only organization in Indiana with the capacity and expertise to manage state-level sexual violence primary prevention projects and community-based programs in a cost-effective manner. INCASA submitted a proposal that was reasonable and sufficiently met the needs of the project. INCASA is also identified as the entity responsible for many of the objectives in the state plan.

FY 13 Deliverables

Under this grant agreement, INCASA will be expected to:

- Serve on the Sexual Violence Primary Prevention Council (SVPPC) in the following capacity:
 - Anita Carpenter, Chair, Policy, Funding & Workplace subcommittee
 - Kristen Pulice, Chair, Family and Youth-Serving Systems subcommittee
 - Open, Chair, Social Norms subcommittee
- Fund 10-15 community-based programs to implement evidence-informed strategies for sexual violence primary prevention. All programmatic, technical, and fiscal aspects of community-based programs must be monitored and evaluated on a regular basis. **Individual local program reports and data must be collected and shared with ISDH upon request.**
- Identify two dedicated funding sources to secure an additional \$250,000 by 2013 dedicated to state and local primary prevention initiatives.
- Train one statewide youth and/or family-serving organization with local affiliates on the implementation of youth and parent/caregiver specific sexual violence prevention programming.
- Develop evaluation toolkit and implement, including providing technical assistance, with RPE funded programs.
- Provide each funded community-based program with customized technical assistance, including at least one (1) site visit over the course of the budget period and attendance at one activity/event conducted by each funded program, in addition to ongoing support through phone and e-mail.
- Work with MESA on providing training on one identified priority population based on MESA's needs assessment to local RPE funded programs.
- Plan and host a statewide Young Men's Leadership Summit for 80 high-school male youth by February 2013, focused on building leadership capacity and changing social norms to prevent violence against women.
- Ensure that all RPE-funded programs are implementing programming that engages men in the movement and addresses social norms that perpetuate sexual violence by providing forums for networking and providing technical assistance.
- Incorporate social norms activities into yearlong awareness campaign and Sexual Assault Awareness Month packets.
- **Submit monthly reports on all objectives to ISDH.**

November 1, 2013-January 31, 2014 Budget: \$119,798
FY 14 Deliverables

Under this grant agreement, INCASA will be expected to:

- Serve on the Sexual Violence Primary Prevention Council (SVPPC) in the following capacity:
 - Anita Carpenter, Chair, Policy, Funding & Workplace subcommittee
 - Kristen Pulice, Chair, Family and Youth-Serving Systems subcommittee
 - Erik Scheub, Chair, Social Norms subcommittee
- Fund 8-10 community-based programs to implement evidence-informed strategies for sexual violence primary prevention. All programmatic, technical, and fiscal aspects of community-based programs must be monitored and evaluated on a regular basis. Individual local program reports and data must be collected and shared with ISDH upon request.
- Plan and implement the Back to School Rally and Pledge Against Violence Campaign as well as the Choose Respect Program.
- Provide one annual and three quarterly training opportunities for RPE funded primary prevention providers on primary prevention and evaluation by August 2013 and work with ISDH to provide three training opportunities to non-funded programs.
- Identify and provide training and technical assistance to six (6) corporations to include workplace violence prevention into their employee wellness programs and/or policies.
- Lead the central Indiana Engaging Men's Group, including facilitating meetings, planning activities, and seeking additional membership. The Engaging Men's Group should participate in at least three (3) activities/events in 2014.
- Work with four (4) early childhood education programs to implement Listen To Me and/or the BARCC curriculum.
- Develop evaluation toolkit, phase II and provide training and technical assistance.
- Provide each funded community-based program with customized scheduled and on-demand training and technical assistance on primary prevention and evaluation, including at least one (1) site visit over the course of the budget period and attendance at one activity/event conducted by each funded program, in addition to ongoing support through phone and e-mail.
- Plan and host a statewide Young Men's Leadership Summit for 250 high-school male youth by October 2014, focused on building leadership capacity and changing social norms to prevent violence against women.
- Plan and host a statewide Young Women's Leadership Summit for 100 high-school female youth by October 2014, focused on building leadership capacity and increasing involvement in the anti-sexual violence movement.
- Pilot a social norms longitudinal evaluation in 3-4 pilot sites and create action plans based on results.
- Ensure that all RPE-funded programs are implementing programming that engages men in the movement and addresses social norms that perpetuate sexual violence by providing forums for networking and providing technical assistance.
- Incorporate primary prevention activities into yearlong awareness campaign and Sexual Assault Awareness Month packets.

- Develop and begin implementation of an evaluation and performance measurement plan for the coalition and the RPE funded programs, in alignment with the ISDH Performance Measurement and Evaluation Plan due to the CDC.
- Attend the CDC-sponsored RPE Grantee Meeting in Pittsburgh, PA in August 2014.
- Submit monthly reports on all objectives to ISDH.

TOTAL Projected Budget November 1, 2013–October 31, 2014: \$398,322

Attachment B

Attachment B contains budgets for the entire agreement period, including the FY 13 Cost Extension Project Period November 1, 2013-January 31, 2014 and the projected budget for FY 14, which will be shortened to run from February 1, 2014-October 31, 2014.

INCASA Budget and Justification For the Period November 1, 2013 through January 31, 2014

A. SALARIES AND WAGES

<u>PERSONNEL</u>	<u>ANNUAL SALARY</u>	<u>PERCENTAGE OF TIME</u>	<u>NO. OF MONTHS</u>	<u>AMOUNT REQUESTED</u>
Kristen Pulice	48,000	80%	3	\$9600
Leslie Culbertson	36,000	80%	3	\$7200
Janet Brown	42,000	20%	3	\$ 2100
Karen Duncan	48,000	20%	3	\$2400
Anita Carpenter	58,000	35%	3	\$5075
Dir Media/Engaging Men	38,000	100%	3	\$9500
TOTAL PERSONNEL				\$35,875

JUSTIFICATION

Program Staff – The Director of Primary Prevention and Education (Kristen Pulice) is responsible for the technical assistance and training for the RPE grantees. She coordinates the state advisory council, oversees the implementation of the evaluation and capacity building components under the RPE, and coordinates the internal team at INCASA in primary prevention capacity building and achievements of goals and objectives under the work plan. The Director coordinates the Back to School Rally and conducts the training and education on primary prevention. She is the state coordinator of the Choose Respect materials and is responsible for the oversight of the YMLS and YWLS (young men and women leadership summits). This position has also assumed responsibility for the tracking and reporting of the local community partners programmatically. This person serves on the SVPPC, chairs a subcommittee and is the liaison with the DELTA FOCUS project. The Director of Media and Public Relations, to be handled in the interim by Leslie Culbertson, is the lead on the public awareness, media, and social networking activities, including SAAM. The Director of Media/Public Relations will be hired in December and will focus heavily on the Engaging Men work and workplace violence component. Janet Brown is the Membership Director and responsible for the newsletter as well as handling some of the awareness event activities that the coalition participates in as part of the primary prevention. The Director of Community Engagement (Karen Duncan) will provide assistance and expertise with the ongoing capacity building of the local sub-grantees under the RPE program. She was responsible for the development of the community assessment tool and is also responsible for the primary

prevention activities in development with community mentoring programs, after school care, daycare, and children's services.

Supervisor – Anita Carpenter is responsible for evaluation and oversight of personnel and programming. She chairs a subcommittee on the State Council and works closely with the ISDH to carry out RPE activities throughout Indiana.

B. FRINGE BENEFITS

<u>ITEM</u>	<u>PERCENTAGE</u>	<u>AMOUNT REQUESTED</u>
FICA Expense and Health Insurance	21.36% fringe benefits	7662.90
TOTAL FRINGE REQUESTED		\$ <u>7662.90</u>

JUSTIFICATION

INCASA fringes are calculated at 21.36% for each employee at the percentage of time working on RPE related activities.

C. EQUIPMENT

N/A

TOTAL EQUIPMENT COSTS REQUESTED \$ 0

D. SUPPLIES

<u>ITEM</u>	<u>CALCULATION</u>	<u>AMOUNT REQUESTED</u>
Supplies for Young Men's Leadership Summit		
Notepads	250 x \$1/notepad	\$250
Pens	\$7/box of 50 x 5 boxes	\$35
Pin name badges	\$28/box of 100 x 3 boxes	\$84
Inserts for name badges	\$21/box of 400	\$21
Folders	\$4.40/pack of 10 folders x 25	\$110
Supplies for Young Women's Leadership Summit		
Notepads	\$100 x \$1/notepad	\$100
Pens	\$7/box of 50 x 2 boxes	\$14
Pin name badges	\$28/box of 100 x 1 box	\$28
Inserts for name badges	\$17/box x 1 box	\$17
Folders	\$4.40/pack of 10 folders x 10	\$44
Drawstring bags	\$27/12 pack x 11	\$297
Supplies for Engaging Men Program		
Workplace Violence Manual and Training	\$50/set x 10 trainer participants	\$500
Workplace Violence Manual	\$50/set x 50 training participants	\$2,500
Social norms brochures	100 x \$1.25/brochure	\$125
Awareness brochures	100 x \$1.25/brochure	\$125
General Office Supplies & postage		
Maintenance on copiers	\$365/month x 3 months	\$1095
Primary Prevention brochures	\$54.67/month x 3 months	\$164.01
Printing Listen to Me Manuals	1,500 x \$1.25/brochure	\$1,875
ID tags and business cards	16.62/2 manual set x 200	\$3324
	\$88	\$88

JUSTIFICATION

The Young Men's Leadership Summit, to be held in February 2014, draws over 250 high school athletes from across Indiana to engage in bystander intervention, healthy relationships and communication activities. Costs are based on previous summits.

The Young Women's Leadership Summit is a partnership with the Indiana Fever and will be held for the second year to target young women with leadership potential to learn about healthy lifestyle choices and communication. The costs for these events will be used for supplies for the event. Costs are based on previous summit expenses.

The Engaging Men group is a group of young professional males actively involved in activities to change social norms and behaviors and bringing more men into the movement. The group is becoming more active and engaged and needs materials and information to distribute and use in their work. A focus of the engaging men project is to address workplace violence issues, complete the training materials and develop and implement a strategy for implementing the training at a corporate level. The brochures will allow them to spread the message of primary prevention in their

communities.

General office supplies(pens, paper, etc) and postage, maintenance on copiers, primary prevention brochures for distribution at community events, new ID tags and business cards for new prevention employees, printing for Listen to Me facilitator and training manuals for elementary and early childhood professionals and materials to be provided to RPE grantees and stakeholders as requested.

Total Supplies Requested

\$10,796.01

E. TRAVEL

In-state Travel to meetings and to local communities for technical assistance and training
\$.44 rate per mile x 600 miles = \$440

TOTAL TRAVEL FUNDS REQUESTED

\$ 264

JUSTIFICATION

Travel cost includes local travel for training and technical assistance in state.

F. OTHER

<u>ITEM</u>	<u>CALCULATION</u>	<u>AMOUNT REQUESTED</u>
Rent/Utilities	\$600/month x 3 months	\$1800
Phone/internet/teleconferencing	\$100/month x 3 months	\$300
Constant Contact subscription	\$100/month x 3 months	\$300

JUSTIFICATION

Rent/utilities are \$600/month for 3 months. Costs for space are calculated based upon the space used for the primary prevention program using the standard cost allocation formula of total costs for rent/utilities for 3 months x the percentage of space used directly for the RPE funded programming and activities. There are no other funds to pay for the costs directly allocated for space to the primary prevention program. These are essential direct costs to the program, not associated with administrative expenses. INCASA affirms that no other funds are used to cover these expenses and that no supplanting is occurring. Phone/internet/Teleconferencing averages \$100/month for 3 months. Constant Contact is an electronic communications agency that assists businesses in sending out their newsletters and communications. Constant Contact is used by INCASA to send monthly newsletters and regular updates to its membership, including the local RPE grantees. This is a way to communicate important information, such as funding updates, new material releases, and upcoming events.

TOTAL OTHER FUNDS REQUESTED

\$2,400

G. CONTRACTUAL/CONSULTANT COSTS

Kelly Brown, PhD	\$3,300
Financial Technologies Management	\$6,000

JUSTIFICATION: *The COO on staff has been replaced with a contractual accountant to save money for the coalition. Financial Technologies Management and Comer Nowling provides the overall fiscal management of the RPE at INCASA as well as the fiscal oversight and monitoring for the RPE subgrantees. \$2,000/month for financial services are budgeted to assist with close out, new awards and fiscal management set up through the next cycle of government contracts. Dr. Kelly Brown is a professor at Indiana University in Kokomo that has been working with the INCASA for the past year on the evaluation toolkit and capacity building for the coalition. She has provided training to the rpe grantees on evaluation measures and would be engaged in a more consistent capacity during the 13-14 grant cycle to assist with the local community evaluation and assessment work of strengthening the local programs and the coalition's capacity to do engaging work with evidence based outcomes.*

Dr. Kelly Brown \$600/month for an average of 20 hours per months at \$30/hour + \$1,500 for direct technical assistance for new cycle to set up outcomes and evaluation measures.

Name of Consultant: Dr. Kelly Brown

Organizational Affiliation: Indiana University Kokomo

Nature of Services to be rendered: Dr. Brown will provide technical assistance, training, and support for the evaluation component of the RPE in Indiana. She will work with the local grantees and the coalition to implement the evaluation measures for CDC compliance. Dr. Brown will work with the coalition to expand the existing evaluation toolkit. The toolkit is a basic introduction to evaluation for programming and services

Relevance to the Project: Dr. Brown has been working with INCASA for the past year to develop the evaluation toolkit for RPE subgrantees. Dr. Brown will work with the subgrantees and the coalition to implement evaluation measures and provide training and technical assistance to assist with attaining the CDC goals for evaluation within the five year plan.

Number of Days of Consultation: Average of 20 hours per month.

Expected Rate of Compensation: \$30/hour (\$600/month) x 3 months +\$1500 (total of 50 hours for specific assistance related to extended and new cycle for subgrantees)

Method of Accountability: INCASA's Director of Primary Prevention and Education will be working side by side with Dr. Brown on the evaluation component for the subgrantees and the coalition. Measurements for evaluation will be an integral part of this component of the RPE.

Name of Consultants: Financial Technologies and Management / Comer Nowling

Organizational Affiliation: Financial Technologies and Management/Comer Nowling

Nature of Services to be Rendered: Financial Technologies and Management and Comer Nowling and Associates will be providing overall fiscal management of the RPE project as well as fiscal oversight and monitoring for the RPE Grantees.

Relevance of Service to the Project: INCASA no longer employs a COO to manage the fiscal operations of the agency. The consulting firm will actually save the Coalition money rather than engaging an accountant. This service is necessary to ensure there is fiscal and programmatic oversight of the RPE Grantees, including timely payment for their work.

Number of Days of Consultation (basis for fee): 5 days/month @ \$400/day for 3 months
 Expected Rate of Compensation (travel, per diem, other expenses). \$6,000 (see breakdown above)

Method of Accountability: INCASA will maintain regular communication with the consultant and will discuss the fiscal operations of the agency on a regular basis. The consultant will provide account statements to INCASA and INCASA will ensure RPE Grantees are being paid on-time and accurately.

Existing RPE subgrantees extended for 3 months	\$53,500
Albion Fellows	7500
Crisis Connection	7500
Women's Bureau	8750
Middle Way	8750
Putnam Co.	8000
FWVA	8000
Fair Haven	5000

JUSTIFICATION - INCASA anticipates awarding grants ranging from \$10,000 to \$30,000 to local community partners engaged in primary prevention activities. Three month contracts issued for continuation of existing projects until final contract is awarded for FY14.

TOTAL CONTRACTUAL/CONSULTANT COSTS REQUESTED	\$62,800
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BUDGET SUMMARY

A. SALARIES & WAGES	35875
B. FRINGE BENEFITS	7662.90
C. EQUIPMENT	0
D. SUPPLIES	10,796.01
E. TRAVEL	264
F. OTHER	2400
G CONTRACTUAL COSTS	62,800
TOTAL PROJECT COST	\$ 119,797.91
ROUNDED TOTAL	\$ 119,798.00

INCASA Budget and Justification
For the Period November 1, 2013 through October 31, 2014

A. SALARIES AND WAGES

<u>PERSONNEL</u>	<u>ANNUAL SALARY</u>	<u>PERCENTAGE OF TIME</u>	<u>NO. OF MONTHS</u>	<u>AMOUNT REQUESTED</u>
Kristen Pulice	48,000	60%	12	\$28,800
Erik Scheub	36,000	80%	12	\$28,800
Brian Guerre	47,000	20%	12	\$9,400
Janet Brown	42,000	10%	12	\$4,200
Karen Duncan	48,000	10%	12	\$4,800
Anita Carpenter	58,000	25%	12	\$14,500
TOTAL PERSONNEL REQUESTED				\$90,500

JUSTIFICATION

Program Staff—

Kristen Pulice, Director of Primary Prevention and Education: Kristen is responsible for the technical assistance and training for the RPE grantees. She coordinates the state prevention advisory council (separate from SVPPC), oversees the implementation of the evaluation and capacity building components under RPE, and coordinates the internal team at INCASA for primary prevention capacity building and achievement of goals and objectives under the work plan. She coordinates the Back to School Rally and conducts the training and education on primary prevention. She is the state coordinator for Choose Respect and is responsible for oversight of the YMLS and the YWLS. This position has also assumed responsibility for the tracking and reporting of the local community partners programmatically. This position chairs an SVPPC Sub-Committee and is the liaison for the DELTA FOCUS project through ICADV.

Erik Scheub, Director of Media and Public Relations: Erik is the lead for the engaging men work in Indiana as well as the coordinator and lead on the public awareness, media, and social networking activities, including SAAM. Erik will be taking on the workplace component in FY 14.

Brian Guerre, Director of PREA and Mental Health: Brian will be responsible for evaluation capacity building assistance. He will provide assistance to the contractual position (Kelly Brown) and the Director of Primary Prevention and Education through technical assistance and site visits.

Janet Brown, Membership Director: Janet is responsible for the newsletter as well as handling some of the awareness event activities that the coalition participates in as part of primary prevention.

Karen Duncan, Director of Community Engagement: Karen will provide assistance and expertise with the ongoing capacity building of the local grantees under the RPE program. She was responsible for the development of the community assessment tool and is also responsible for primary prevention activities with community mentoring programs, after school care, daycare, and children's programs.

Anita Carpenter, Chief Executive Officer: Anita is responsible for evaluation and oversight of personnel and programming. She chairs a Sub-Committee on the SVPPC and works closely with ISDH to carry out RPE activities throughout Indiana.

B. FRINGE BENEFITS

<u>ITEM</u>	<u>PERCENTAGE</u>	<u>AMOUNT REQUESTED</u>
FICA Expense and Health Insurance	26.692% fringe benefits	24,156.26
TOTAL FRINGE REQUESTED		\$ 24,156.26

JUSTIFICATION

INCASA fringes are calculated at 26.692% for each employee at the percentage of time working on RPE related activities.

C. EQUIPMENT

N/A

TOTAL EQUIPMENT COSTS REQUESTED \$ 0

D. SUPPLIES

<u>ITEM</u>	<u>CALCULATION</u>	<u>AMOUNT REQUESTED</u>
Supplies for Back to School Rally		
Backpack (contains: 5 notebooks, 5 folders, 2 pencils, 2 pens, 1 glue stick, 2 erasers, 1 ruler, 1 backpack)	300 backpacks @ \$10/each	\$3,000
Supplies for Young Men's Leadership Summit		
Notepads	250 x \$1/notepad	\$250
Pens	\$7/box of 50 x 5 boxes	\$35
Pin name badges	\$28/box of 100 x 3 boxes	\$84
Inserts for name badges	\$21/box of 400	\$21
Folders	\$4.40/pack of 10 folders x 25	\$110
Supplies for Young Women's Leadership Summit		
Notepads	\$100 x \$1/notepad	\$100
Pens	\$7/box of 50 x 2 boxes	\$14
Pin name badges	\$28/box of 100 x 1 box	\$28
Inserts for name badges	\$17/box x 1 box	\$17
Folders	\$4.40/pack of 10 folders x 10	\$44

Drawstring bags	\$27/12 pack x 11	\$297
Supplies for Engaging Men Program		
Bystander Intervention DVD + Workbook	\$50/set x 25 participants	\$1,250
Social norms brochures	100 x \$1.25/brochure	\$125
Awareness brochures	100 x \$1.25/brochure	\$125
General Office Supplies		
Supplies (pens, pencils, etc.) & postage	\$423/month x 12 months	\$5,075
Maintenance on copiers	\$164/year	\$164
Primary Prevention brochures	1,500 x \$1.25/brochure	\$1,875
ID tags and business cards	\$88	\$88
Evaluation Toolkit		
Binding and printing of original	\$20/each x 50 copies	\$1,000
Binding and printing of supplemental	\$15/each x 50	\$750
CD-ROM copy for distribution	\$2.50/each x 100	\$250
Library supplies		
Curriculums	3 x \$250/curriculum	\$750
Media literacy DVDs	\$100 x 10 DVDs	\$1,000
Books	1 @ \$120, 5 @ \$50, 6 @ \$13	\$448

TOTAL SUPPLIES REQUESTED

\$ 16,900

JUSTIFICATION

Back to School Rally is a primary prevention project addressing poverty in high risk areas for violence. The rally serves over 300 youth annually. Funding for supplies help purchase backpacks and school supplies to meet this basic need of school-aged youth. Supplies for the rally include bookbags, pencils, folders, notebooks, rulers, erasers, pens, glue. Each bookbag is filled with 5 folders, 5 notebooks, 2 pens and 2 pencils, ruler, 2 erasers, crayons. 100-150 glue bottles and boxes of crayons are purchased for distribution for the elementary age youth attending the rally. Costs are based on previous rallies and average out to approximately \$10/youth.

The Young Men's Leadership Summit, typically held in November, draws over 250 high school athletes from across Indiana to engage in bystander intervention, healthy relationships and communication activities. Costs are based on previous summits.

The Young Women's Leadership Summit is a partnership with the Indiana Fever and will be held for the second year to target young women with leadership potential to learn about healthy lifestyle choices and communication. The costs for these events will be used for supplies for the event. Costs are based on previous summit expenses.

The Engaging Men group is a group of young professional males actively involved in activities to change social norms and behaviors and bringing more men into the movement. The group is becoming more active and engaged and needs materials and information to

distribute and use in their work. Training curriculum (DVD + workbook) will allow members to provide bystander intervention trainings in their social groups and the brochures will allow them to spread the message of primary prevention in their communities.

Supplies general office supplies and postage, maintenance on copiers, primary prevention brochures for distribution at community events, new ID tags and business cards for new prevention employees, printing for evaluation toolkit and materials to be provided to RPE grantees and the prevention community as requested, and resources and supplies for the library (member programs can borrow materials for use in their prevention programming – curriculum will be used in schools or to test the material, DVDs will be used for media literacy projects, books will be to update their library with the most up-to-date literature surrounding primary prevention).

E. TRAVEL

<u>IN-STATE</u>	<u>CALCULATION</u>	<u>AMOUNT REQUESTED</u>
Travel to meetings and local communities for technical assistance and training	1,000 miles x \$0.44/mile	\$440
RPE Grantees training		
Lodging	\$97/night x 3 trips x 10 grantees =	\$2,910
Mileage	\$0.44/mile x 150 miles x 3 trips x 10 =	\$1,980
Per Diem	\$26 x 3 trips x 10 grantees =	\$780
<u>OUT-OF-STATE</u>	<u>CALCULATION</u>	<u>AMOUNT REQUESTED</u>
Registration fee for NSAC	\$500 x 2 attendees	\$1,000
Airfare for NSAC and RPE Meeting	\$400 x 2 attendees	\$800
Per Diem	\$32/day x 5 days x 2	\$320
Parking	\$9/day x 5 days x 2	\$90
Ground Transportation	\$22.50 x 2	\$45
Lodging	\$119/night x 5 nights x 2	\$1,190
TOTAL TRAVEL FUNDS REQUESTED		<u>\$9,555</u>

JUSTIFICATION

Travel cost includes local travel for training and technical assistance. Travel expenses are built in for local travel for RPE grantees to attend one training with the Prevention Institute, plus two technical assistance/training meetings in Indianapolis. The RPE Leadership Meeting and National Sexual Assault Conference will be held in Pittsburgh, PA and is part of the CDC required travel budget.

F. OTHER

<u>ITEM</u>	<u>CALCULATION</u>	<u>AMOUNT REQUESTED</u>
Rent/Utilities	\$600/month x 12 months	\$7,200

Phone/internet/teleconferencing	\$100/month x 12 months	\$1,200
Constant Contact subscription	\$100/month x 12 months	\$1,200
Back to School Rally:		
Table and chair rental & Rental of park & Event insurance & advertisement	\$2,000	\$2,000
Young Men's Leadership Summit: Rental of space	\$2,500	\$2,500
Young Women's Leadership Summit: Rental of space	\$2,500	\$2,500
TOTAL OTHER FUNDS REQUESTED		\$16,600

JUSTIFICATION

Rent/utilities are \$600/month for 12 months. Costs for space are calculated based upon the space used for the primary prevention program using the standard cost allocation formula of total costs for rent/utilities for 12 months x the percentage of space used directly for the RPE funded programming and activities. There are no other funds to pay for the costs directly allocated for space to the primary prevention program. These are essential direct costs to the program, not associated with administrative expenses. INCASA affirms that no other funds are used to cover these expenses and that no supplanting is occurring. Phone/internet/Teleconferencing averages \$100/month for 12 months. Constant Contact is an electronic communications agency that assists businesses in sending out their newsletters and communications. Constant Contact is used by INCASA to send monthly newsletters and regular updates to its membership, including the local RPE grantees. This is a way to communicate important information, such as funding updates, new material releases, and upcoming events. The Back to School Rally will require the rental of tables and chairs, rental of park space, and event insurance for the event as well as advertisement through radio and other media to raise awareness of the event. Event space for the YMLS and the YWLS each costs \$2,500.

G. CONTRACTUAL COSTS

Local RPE funded programs

\$221,112.74

JUSTIFICATION

To be awarded competitively to community partners who will be applying for funding in the fall of 2013. First time awardees awarded at capacity building phase for \$10,000 – others will be awarded at competitive levels with demonstration of capacity to implement primary prevention programming along the SEM with evaluation development.

<u>Consultants</u>	<u>Calculation</u>	<u>Funding Amount</u>
Prevention Institute	\$2,000 fee for training and technical assistance 1.5 days in Indianapolis \$500 airfare \$97/night lodging x 2 nights	\$2,798

\$26 per diem x 2 days

\$16 x 2 days parking at Oakland, CA airport + \$20 r/t for shuttle

Name of Consultants: Prevention Institute Staff Member

Organizational Affiliation: Prevention Institute

Nature of Services to be Rendered: Prevention Institute staff will provide primary prevention training and technical assistance to INCASA, RPE Grantees, and the SVPPC

Relevance of Service to the Project: As Indiana's RPE Program works to extend activities to the outer levels of the social ecological model, it will be helpful to have a broader view of primary prevention and how different forms of violence prevention intersect. This will prepare RPE Grantees to work at the outer levels and will provide INCASA with technical assistance to offer support to the RPE Grantees.

Number of Days of Consultation (basis for fee): 2 days

Expected Rate of Compensation (travel, per diem, other expenses). \$3,000 (see breakdown above)

Method of Accountability: The Prevention Institute presenter will work with INCASA to ensure the training and technical assistance meets the needs of INCASA and the RPE Grantees. Services will be considered delivered in full when an invoice is submitted to INCASA. Surveys will be distributed to participants following the training to ensure the needs of the participants were met.

Sometimes Marketing

\$350/day x 10 days

\$3,500

Name of Consultants: Leslie Cannon-Grosz

Organizational Affiliation: Sometimes Marketing

Nature of Services to be Rendered: Leslie will provide services in planning and implementing the Young Men's Leadership Summit. She will be responsible for acquiring space and speakers and promoting the event to high schools.

Relevance of Service to the Project: Leslie has been working with INCASA on the Young Men's Leadership Summit for five years and has the experience necessary to put together a quality event. The Young Men's Leadership Summit is a valuable program that engages young males in violence prevention.

Number of Days of Consultation (basis for fee): 10 days

Expected Rate of Compensation (travel, per diem, other expenses). \$3,500 (see breakdown above)

Method of Accountability: INCASA will maintain regular communication with Leslie on the event planning and will use evaluations of the event to ensure accountability.

Financial Technologies and Management

\$500/month x 12 months

\$6,000

Name of Consultants:

Organizational Affiliation: Financial Technologies and Management

Nature of Services to be Rendered: Financial Technologies and Management will be providing overall fiscal management of the RPE project as well as fiscal oversight and monitoring for the RPE Grantees.

Relevance of Service to the Project: INCASA no longer employs a COO to manage the fiscal operations of the agency. The consulting firm will actually save the Coalition money rather than engaging an accountant. This service is necessary to ensure there is fiscal and programmatic oversight of the RPE Grantees, including timely payment for their work.

Number of Days of Consultation (basis for fee): Five days per month for 12 months
Expected Rate of Compensation (travel, per diem, other expenses). \$6,000 (see breakdown above)

Method of Accountability: INCASA will maintain regular communication with the consultant and will discuss the fiscal operations of the agency on a regular basis. The consultant will provide account statements to INCASA and INCASA will ensure RPE Grantees are being paid on-time and accurately.

Dr. Kelly Brown 20 hours/month x \$30/hour x 12 months \$7,200

Name of Consultant: Dr. Kelly Brown

Organizational Affiliation: Indiana University Kokomo

Nature of Services to be rendered: Dr. Brown will provide technical assistance, training, and support for the evaluation component of the RPE in Indiana. She will work with the local grantees and the Coalition to implement the evaluation measures for CDC compliance. Dr. Brown will work with the Coalition to expand the existing evaluation toolkit. The toolkit is a basic introduction to evaluation for programming and services

Relevance to the Project: Dr. Brown has been working with INCASA for the past year to develop the evaluation toolkit for RPE programs. Dr. Brown will work with the local programs and the Coalition to implement evaluation measures and provide training and technical assistance to assist with attaining the CDC goals for evaluation within the five year plan.

Number of Days of Consultation: Average of 20 hours per month.

Expected Rate of Compensation: \$30/hour (\$600/month)

Method of Accountability: INCASA's Director of Primary Prevention and Education will be working side by side with Dr. Brown on the evaluation component for the local programs and the Coalition. Measurements for evaluation will be an integral part of this component of the RPE.

TOTAL CONSULTANT COSTS

\$19,498

JUSTIFICATION

In keeping with the development of the Coalition and the local programs, INCASA is requesting training and technical support from a nationally recognized organization, the Prevention Institute, to provide in-depth primary prevention training to the local programs and the Coalition. Sometimes Marketing has worked with the Coalition for over five years coordinating the Young Men's Leadership Summit drawing in over 250 high school athletes every year for the past four years to discuss bystander intervention, leadership, communication, and other empowerment skills. The COO on staff has been replaced with a contractual accountant to save money for the Coalition. The overall fiscal management of the RPE at INCASA, as well as the fiscal oversight and monitoring for the RPE local programs, is the responsibility of this contractor. Kelly Brown will assist with evaluation capacity building for RPE local programs and the Coalition.

TOTAL CONTRACTURAL/CONSULTANT COSTS

\$240,610.74

BUDGET SUMMARY

A. SALARIES & WAGES	90,500
B. FRINGE BENEFITS	24,156.26
C. EQUIPMENT	0
D. SUPPLIES	16,900
E. TRAVEL	9,555
F. OTHER	16,600
G. CONTRACTUAL COSTS	240,610.74
TOTAL PROJECT COST	\$398,322
ROUNDED TOTAL	\$398,322