

10809

DEC 21 2006



**RECEIVED**

EXECUTIVE DOCUMENT SUMMARY  
State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

**DEC 21 2006** JG

**DEPARTMENT OF ADMINISTRATION**  
**CONTRACTS DIVISION**

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

1. EDS Number: A70-7-12022-5-7145		2. Date prepared: 10/12/2006	
<b>3. CONTRACTS &amp; LEASES</b>			
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# _____ <input checked="" type="checkbox"/> Renewal # <u>1</u> <input type="checkbox"/> Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number: 3610-14410.572900		5. Account Name: AIDS PREVENTION	
6. Total amount this action: \$151,189.00		7. New contract total: \$497,640.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2005		\$88,454.00	
Year 2006		\$174,725.00	
Year 2007		\$158,866.50	
Year 2008		\$75,594.50	
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 1/1/2005		12. To (month, day, year): 12/31/2007	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation <input checked="" type="checkbox"/> RFP# _____		<input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____	
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):			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) AIDS 670-14 The Grantee will provide prevention case management services for HIV+ individuals and persons at increase risk of HIV infection. The grantee will coordinate with other local HIV/AIDS agencies and related community health service providers.			
38. Justification of vendor selection and determination of price reasonableness: The Grantee was selected through the use of a Request for Funding (RFF) released in August 2004. The RFF was issued by the Indiana State Department of Health.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	
44. Attorney General's Office approval		45. Date Approved	

<b>AGENCY INFORMATION</b>	
14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
<b>AGENCY CONTACT INFORMATION</b>	
17. Name: Lois Carnicom	18. Telephone #: 317/233-7840
19. E-mail address: lcarnico@isdh.in.gov	
<b>COURIER INFORMATION</b>	
20. Name: Steve Martin	21. Telephone #: 317/233-7573
22. E-mail address: smartin@isdh.in.gov	
<b>VENDOR INFORMATION</b>	
23. Vendor ID # 0000001200	
24. Name: DAMIEN CENTER	25. Telephone #: 317/632-0123
26. Address: 1350 N PENNSYLVANIA INDIANAPOLIS, IN 46202-2413	
27. E-mail address: bmclaurin@damien.org	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
42. Budget agency approval <i>[Signature]</i>	
43. Date Approved 11/2/07	
46. Agency representative receiving from AG	
47. Date Approved	

**Renewal No. 1**  
EDS Number A70-5-7145

Pursuant to IC 5-22-17-4 and the terms of the AIDS Prevention Grant Agreement, the **Indiana State Department of Health** (hereinafter referred to as the "State") exercises its option to renew its Grant Agreement with **The Damien Center, Inc.** (hereinafter referred to as the "Grantee") under the same terms and conditions of the original Grant Agreement. The entire Grant Agreement shall commence January 1, 2005 and shall terminate on December 31, 2007.

Total amount of this Grant Renewal is \$151,189 and the renewal shall commence January 1, 2007 and shall terminate on December 31, 2007. Total Remuneration of this Grant Agreement is not to exceed \$497,640.

All other matters previously agreed to and set forth in the original Grant Agreement and not affected by this Renewal shall remain in full force and effect.

**Funding Summary**

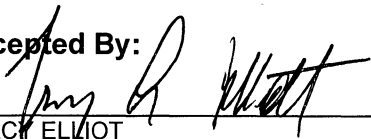
3610-144100	01/1/05 thru 12/31/05	\$176,908
3610-144100	01/1/06 thru 12/31/06	169,543
3610-144100	01/1/07 thru 12/31/07	<u>151,189</u>
Total		\$497,640

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

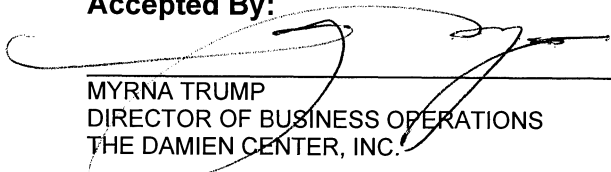
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Renewal. The parties having read and understanding the foregoing terms of the Grant Agreement Renewal do by their respective signatures dated below agree to the terms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

Accepted By:

  
\_\_\_\_\_  
TRACY ELLIOT  
EXECUTIVE DIRECTOR  
THE DAMIEN CENTER, INC.

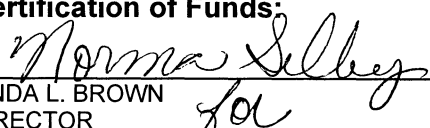
DATE: 11/29/06

Accepted By:

  
\_\_\_\_\_  
MYRNA TRUMP  
DIRECTOR OF BUSINESS OPERATIONS  
THE DAMIEN CENTER, INC.

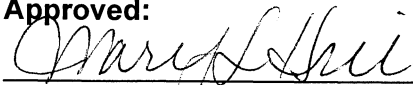
DATE: 11-29-06

Certification of Funds:

  
\_\_\_\_\_  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH


DATE: 12/20/06

Approved:

  
\_\_\_\_\_  
MARY L. HILL, RM, ESQ.  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH


DATE: 12-19-06

Approved:

  
\_\_\_\_\_  
CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 12-22-06

Approved:

  
\_\_\_\_\_  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 1/2/2007

3610-572900-144100  
AIDS 670-14

### **Amendment No. 1**

This is an Amendment to the existing AIDS Prevention Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **The Damien Center, Inc.** (hereinafter referred to as the "Grantee") for the period from January 1, 2005 through December 31, 2005, in the amount of \$176,908.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The amount of the Grant Agreement is being increased by \$172,543, making the new total of the Grant Agreement \$349,451. The additional funds will allow the Grantee to continue providing services. The expiration date of this Grant Agreement is being extended to December 31, 2006.

The following paragraphs have been added to the Grant Agreement:

#### **Compliance with Telephone Solicitations Act.**

As required by IC 5-22-3-7:

1) the Grantee and any principals of the Grantee certify that a) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and b) the Grantee will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee: a) except for de minimis and nonsystematic violations, 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 Grant, even if IC 24-4.7 is preempted by federal law.

## **Ethics**

The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

Paragraph 31b - **Payment of Grant Funds by the State** is amended to read:

- b) Financial assistance will be provided on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed State Claim Vouchers from the Grantee. The Claim Vouchers shall be submitted on the forms provided. Claim Vouchers shall be due by the 20<sup>th</sup> day after the end of each month. Payments shall not exceed \$176,908 for the period January 1, 2005 through December 31, 2005, and \$172,543 for the period January 1, 2006 through December 31, 2006. Total remuneration under this Grant Agreement shall not exceed \$349,451.

Paragraph 31d is amended to read:

- d) All accounts will be closed sixty (60) days after the end of each Grant Agreement period as specified in Paragraph 31b. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.

The following item is being added to Paragraph 31 –

- h) All payments shall be made 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 Grantee in writing unless a specific waiver has been obtained from the Auditor of State.

Under Paragraph 29 **Notices to Parties**, the information titled, "Payments to the Grantee shall be sent to:" is deleted.

## **Funding Summary**

3610-144100	1/1/2005 through 12/31/2005	\$176,908
3610-144100	1/1/2006 through 12/31/2006	<u>172,543</u>
Total		\$349,451

All other matters previously agreed to and set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.


### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

**The rest of this page has been left blank intentionally.**

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

Accepted By:

  
EDWARD ALEXANDER  
PROGRAM DIRECTOR  
THE DAMIEN CENTER, INC.

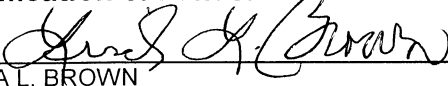
DATE: 11/14/05

Accepted By:

  
MYRNA TRUMP  
DIRECTOR OF BUSINESS OPERATIONS  
THE DAMIEN CENTER, INC.

DATE: 11-15-05

Certification of Funds:

  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

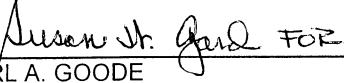
DATE: 11/28/05

Recommended and Approved By:

  
SUE UHL, J.D.  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

Approved:

  
EARL A. GOODE  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 11-30-05

Approved:

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 12/5/2005

Approved as to Form and Legality:

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 12/12/05

## **ATTACHMENT A**

### **HIV/AIDS PREVENTION PROJECT**

#### **The Damien Center, Inc.**

The grantee will provide, on behalf of the Indiana State Department of Health (ISDH), Division of HIV/STD, an HIV/AIDS prevention project, funded at \$172,543.

All activities must be science based and aimed at producing lasting behavior change to decrease the risks of Human Immunodeficiency Virus (HIV) infection or transmission. The grantee will collaborate with local HIV/AIDS counseling and testing sites, care coordination sites, and related community health providers. A complete evaluation component is included in the project. Activities and supporting budget line items were proposed by the grantee and approved by ISDH.

Funded Intervention:      Prevention Case Management  
   CTR

Prevention Case Management funding calls for services to HIV+ individuals who continue high-risk behaviors, discordant couples, and HIV- individuals that engage in high-risk behaviors. Behavior change maintenance is difficult, and without this intensive support mechanism for individuals who have engaged in high-risk behavior, more people will become infected with HIV.

The majority of PCM services are provided within the funded agency. There are occasions, however, where the PCM counselor goes to the clients' home.

Counseling, Testing and Referral (CTR) funding calls for an individual level intervention which targets all populations and ensures that HIV infected persons and persons at increased risk for HIV have access to HIV testing to promote early knowledge of their HIV status. CTR also ensures that individuals receive high quality HIV prevention counseling to reduce their risk for transmitting or acquiring HIV and to have access to appropriate medical, preventive, and psychosocial support services. CTR also seeks to promote early knowledge of HIV status through HIV testing and ensure that all persons either recommended or receiving HIV testing are provided information regarding transmission, prevention, and the meaning of HIV test results.

CTR is conducted in the funded agency offices as well as at county jails, substance abuse centers, homeless shelters, and any other type of agency/facility that asks for someone to present an educational session and then offer testing to anyone who wishes to be tested.

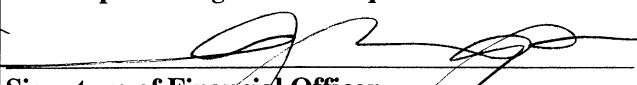
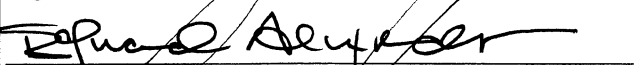


Attachment B

INDIANA STATE DEPARTMENT OF HEALTH (ISDH)

COMMUNITY FUNDING PROPOSAL

Please type, follow instructions carefully, and submit as an original, signed and dated copy.

Title of Project: HIV Prevention Services		TOTAL REQUESTED: 172,543 \$176,908.00
Response to Specific Program Announcement: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If "Yes" state announcement title) Funding Announcement dated 2004		
Name of Principal Investigator/Program Director Edward Alexander	Position Title Associate Executive Director	Degree(s) B.S., CRC
Project Office Contact: Name, Title, Address, City, State, Zip code, Phone and FAX numbers, Email Edward Alexander, Associate Executive Director 317-632-0123 (voice) 317-632-4362 (Fax) The Damien Center, Inc. Ealexander@damien.org 1350 N. Pennsylvania Street Indianapolis, IN 46202  PLEASE CONFIRM CORPORATE NAME		
Human Subjects: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If "Yes" Exemption Number _____ (Generally applies only to specialized research programs.)		
Type of Application: <input type="checkbox"/> New Project <input checked="" type="checkbox"/> Continuation Request <input type="checkbox"/> Project Revision Budget Period: 1/1/06-12/31/06		
Business Office Contact: Name, Title, Address, City, State, Zip Code, Phone and FAX numbers Myrna Trump Director of Business Operations (317) 632-4362 (voice) 317-632-4362 (FAX) The Damien Center, Inc. Mtrump@damien.org 1350 N. Pennsylvania Street Indianapolis, IN 46202		
Type of Organization: <input type="checkbox"/> State Agency <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> For-profit <input type="checkbox"/> College/University	Federal ID Number: 35-1711878	
Counties Served % of funds per county if multiple counties served ("Statewide" is not acceptable for counties.) USE ATTACHED TABLE FOR THIS SECTION!		
Official Custodian of Funds: Name, Title, Address, City, State, Zip code, Phone and FAX numbers David Amick, Treasurer 317-632-0123 (voice) 317-632-4362 (FAX) The Damien Center, Inc. 1350 N. Pennsylvania Street Indianapolis, IN 46202		
Name(s) and Title(s) of Officer(s) Required to Sign Contract: Tracy L. Elliott, Executive Director		
Two Separate Signatures Required		
Signature of Financial Officer 		9-8-05 Date
Signature of Principal Investigator/Program Director 		9-8-05 Date

## BUDGET DETAIL

Company: The Damien Center, Inc  
Project: HIV Prevention & Testing Svs.

Category	ISDH Funds (cash)	+	Other Funds (cash and/or in-kind)	= Total Project Costs
<b>SUB-TOTAL "PERSONNEL" (from Page 2)</b>	<b>\$169,204.00</b>		<b>\$42,836.00</b>	<b>\$212,040.00</b>
• Consumable Supplies (includes postage, medical supplies, education materials, office supplies, software, computer supplies, etc.)	\$1,339.00		\$10,000.00	\$11,339.00
• In-State Travel (includes mileage, <i>per diem</i> , lodging, training and registration fees) Note: State Travel Rules Apply			\$300.00	\$300.00
• Out-of-State Travel (includes mileage, air fare, <i>per diem</i> , lodging, training and registration fees, parking, tips) Note: State Travel Rules Apply				
• Rent			\$10,000.00	\$10,000.00
• Utilities (includes water, electricity, heat, monthly and toll telephone charges, etc.)			\$10,000.00	\$10,000.00
• Consultant Services (includes personal services sub-contracts)			\$1,500.	\$1,500.00
• Contractual Services (includes sub-contracts, audits, data analysis, maintenance agreements, equipment lease and maintenance, etc.)	\$2,000.00		\$10,000.00	\$12,000.00
• Other Expenses (includes, but not limited to, advertising, yellow pages advertising, personal health care: prophylactics, printing, and <u>define</u> miscellaneous)			\$1,500.00	\$1,500.00
• EQUIPMENT (includes computers, furniture, filing cabinets, etc.)			\$1,500.00	\$1,500.00
<b>TOTAL BUDGET</b>	<b>\$172,543.00</b>		<b>\$87,636.00</b>	<b>\$260,179.00</b>

2 of 3

# BUDGET DETAIL

## PERSONNEL

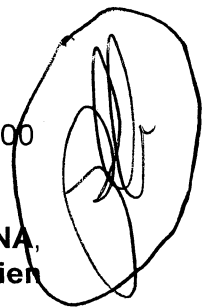
Project Title: \_\_\_\_\_  
HIV Prevention Services Program

Personnel		Hours Per Week On Job	Estimated Project Costs and Source of Funds (whole figures only)		
Name	Position Title		ISDH Funds (cash)	Other Funds (cash and/or in-kind)	Total Project Costs
Edward Alexander	Associate Executive Director	37.5	\$10,455.00	\$34,545.00	\$45,000.00
Bridgette McLaurin	Mgr of Prevention & Testing Svs./Prevention Case Manager	37.5	\$35,000.00	0	\$35,000.00
David Moman	Prevention Case Manager	37.5	\$31,000.00	0	\$31,000.00
Derwin Gary	HIV Tester	37.5	\$31,000.00	0	\$31,000.00
Casey Sprunger	HIV Tester	37.5	\$29,000.00	0	\$29,000.00
SUB-TOTAL SALARY			\$136,455.00	\$34,545.00	\$171,000.00
FRINGE BENEFITS % of Total Budget <u>24%</u>			\$32,749.00	\$8,291.00	\$41,040.00
• Includes Insurance, Social Security, Retirement, Disability, Medical, Dental, Other					
SUB-TOTAL PERSONNEL			\$169,204.00	\$42,836.00	\$212,040.00

**Note:** Regardless of source of monies, all personnel involved in project activities must be included.  
How many hours is a regular full-time workweek? 37.5

## GRANT AGREEMENT

3610-572900-144100  
AIDS 670-14



THIS GRANT AGREEMENT is made and entered into by and between the **STATE of INDIANA**, acting by and through the **Indiana State Department of Health** (the "State") and **The Damien Center, Inc.** (the "Grantee").

### **1. Purpose Of Grant Agreement**

The purpose of this Grant Agreement is to enable the State to make a grant from the State of Indiana's AIDS Prevention Fund of up to \$176,908 to the Grantee named above, for costs authorized by the State to complete the project described in Paragraph 3. **The State may authorize an amount up to 10% greater than the above amount should it be deemed necessary by the State to accomplish the purpose of this Grant Agreement. Also the State may finally authorize an amount not less than 90% of the above amount should it be determined by the State that the maximum amount of this Grant Agreement is not necessary for the completion of the project described in Paragraph 3. In no event shall the increase or decrease in the amount of this Grant Agreement be greater than \$25,000. This will make the most efficient use of the total grant money distributed between multiple grantees. Should the State make the determination to increase or decrease the amount of this Grant Agreement under this paragraph the State will notify the Grantee in writing.**

### **2. Term Of Grant Agreement**

The term of this Grant Agreement shall be from January 1, 2005 (the "Beginning Date") until December 31, 2005 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date.

### **3. Use Of Grant Funds By The Grantee**

Grant funds received by the Grantee pursuant to this Grant Agreement shall be used only to provide Counseling, Testing, and Referral services program so that individuals will become aware of their HIV serostatus. Four thousand three hundred sixty-five dollars (\$4,365) is for the first six months and is only to be used for OraQuick testing. The Grantee will also provide Prevention Case Management services for HIV+ individuals who are continuing to engage in high-risk behaviors as well as individuals who are at high-risk of becoming infected. The Grantee will coordinate with other local HIV/AIDS agencies and related community health service providers., which project is described fully in Attachments A & B, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

### **4. Access To Records**

The Grantee and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence (Records) pertaining to costs incurred, for inspection by the State or by any other authorized representative of the State and copies thereof shall be furnished at no cost to the State if requested.

The Grantee and its subcontractors shall make all Records available at their respective offices at all reasonable times during the Grant Agreement period and for three (3) years from the date of final payment under the Grant Agreement or until an audit has been completed and all audit exceptions cleared.

**5. Amendments**

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

**6. Assignment**

The Grantee shall not assign or subcontract the whole or any part of this Grant Agreement without the State's prior written consent. The Grantee may assign its right to receive payments to such third parties as the Grantee may desire without the prior written consent of the State, provided that Grantee 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 Grant Agreement and shall not be made to more than one party.

**7. Audits**

- a) Following the expiration or termination of this Grant Agreement, the Grantee shall secure an audit of funds provided to the Grantee by the State under this Grant Agreement. An independent public accountant or certified public accountant (or as applicable, the State Board of Accounts) shall conduct this audit. The audit shall be conducted in accordance with Generally Accepted Auditing Standards ("GAAS") and any other audit guidelines or standards applicable or specified by the State or the federal government, which includes Chapter 5-11-1 of the Indiana Code and the Indiana State Board of Accounts publication "Guidelines for the Examination of the Entities Receiving Financial Assistance from Governmental Sources" and, if applicable, provisions of the federal Office of Management and Budget Circular A-133 (Audits of Institutions of Higher Education and Other Non-Profit Organizations). Audits conducted pursuant to this paragraph are to be submitted within the earlier of thirty (30) days after receipt of the Auditor's report(s) or nine (9) months after the close of the audit period unless a written waiver of this provision is provided by the Indiana State Department of Health, Audit Section. The Grantee agrees to provide a readable copy (or original if requested by the State) of all audits secured by the Grantee to meet this provision and a copy of the Grantee's "Entity Annual Report" (Form E-1) to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Grantee agrees to provide the Indiana State Board of Accounts an original of all financial and compliance audits and the original Grantee's "Entity Annual Report" (Form E-1). Should the Grantee be an agency of the State of Indiana or a local or Quasi-governmental agency, the requirement to submit the Grantee's "Entity Annual Report" (Form E-1) to the State and the State Board of Accounts is waived.

- b) The Grantee's audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Auditor 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 Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.
- c) The State and the Indiana State Board of Accounts reserve the right to approve any auditor to be secured by the Grantee to conduct the audit specified in subparagraph a). Further, if applicable, the Grantee shall require its sub-grantees to secure audits in accordance with subparagraph a), and to timely file all reports required by the Indiana State Board of Accounts.
- d) Grantee shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Grantee's program and financial activities that relate to the performance of the services and funds provided pursuant to this Grant Agreement and Grantee's claims for reimbursement under this Grant Agreement or as required by law, and other evidence, according to generally accepted accounting procedures, which identify costs attributable to the service(s) specified on 'Attachments A & B' of this Grant Agreement. The Grantee shall comply with the cost principles set forth in Office of Management and Budget Circular A-122. The Grantee shall maintain a written cost allocation plan that identifies procedures used to attribute costs to each component code and service. More restrictive fiscal accountability may be required of the Grantee by the State, beginning upon written notice, if the State determines the Grantee is financially unstable, has a history of poor accountability, or has a management system that does not meet the standards required by the State of Indiana and/or the United States Government.
- e) Internal controls must be in effect which provide reasonable assurance regarding the reliability of financial information and records, effectiveness and efficiency of operations, proper execution of management's objectives, and compliance with laws and regulations. Among other things, segregation of duties, safeguarding controls over cash and all other assets and all forms of information processing are necessary for proper internal control.
- f) Upon written demand by the State, the Grantee agrees to repay the State all sums paid by the State to the Grantee for which adequate fiscal documentation is not in existence for the time period audited.
- g) Should an audit of the Grantee result in an audit exception, the State may set off such amount against current or future allowable claims, demand a cash payback, or withhold payment of current claims or any combination thereof, in a like amount pending resolution between the parties of any disputed amount.

**8. Authority To Bind**

Notwithstanding anything in this Grant Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts on behalf of the Grantee and has obtained all necessary or applicable approvals from the home office of the Grantee to make this Grant Agreement fully binding upon the Grantee when his/her signature is affixed, and this Grant Agreement is not subject to further acceptance by Grantee when accepted by the State of Indiana.

**9. Compliance With Laws**

The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, the provisions of which are incorporated by reference. The enactment or amendment of any applicable state or federal statute or the promulgation of any rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

**10. Confidentiality Of Data, Property Rights In Products, And Copyright Prohibition**

The Grantee agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Grantee in furtherance of this Grant Agreement shall be the property of the State. The Grantee shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the State while such property is within the control and/or custody of the Grantee. The Grantee hereby specifically waives and/or releases to the State any cognizable property right of the Grantee to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

**11. Confidentiality Of State Information**

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected data. Therefore, the Grantee promises and assures that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement, will not be disclosed to others or discussed with other parties without the prior written consent of the State.

**12. Conflict Of Interest**

a) As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

- 1) The individual executing this Grant Agreement;
- 2) An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or

- 3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- b) The Department may cancel this Grant Agreement without recourse by Grantee if any interested party is an employee of the State of Indiana.
- c) The Department will not exercise its right of cancellation under section b) above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this Grant Agreement and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The Department may take action, including cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this section.
- d) Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

**13. Cultural Competency**

- a) Based on recommended national standards from the U.S. Department of Health and Human Services' (HHS), Office of Minority Health (OMH), the State may provide cultural competency training to educate individuals on how to continue to, or implement health care services that are culturally appropriate to respond to the current demographic and cultural profile of the communities served by this Grant Agreement.
- b) The Grantee agrees to participate in one session of the cultural competency training presented by the State during the term of this Grant Agreement. The Grantee shall designate a representative who will attend this training or otherwise show evidence that a representative has received approved cultural competency training. The Grantee shall be responsible for ensuring that a representative of its subcontractors/subgrantees will attend this training as well. The State Health Commissioner may waive this training requirement upon application and justification submitted by the Grantee that they have received approved cultural competency training within the year prior to the beginning date of this Grant Agreement.



- c) The State's cultural competency training is offered to grantees and subcontractors/subgrantees at no cost. Travel and incidental expenses incurred in obtaining the state's competency training that do not exceed the maximum amount allowed under state rules and do not exceed any conditions placed upon the use of the grant funds may be reimbursed by the State under this Grant Agreement. The Grantee and/or subcontractors/subgrantees shall be responsible for any travel and incidental expenses that exceed the maximum limit or any other conditions set for the use of these grant funds.
- d) Prior to the expiration of this Grant Agreement, the State's Cultural Diversity & Enrichment (CDE) Division may provide a cultural competency assessment form to the Grantee that must be completed and returned to the CDE Division within thirty (30) days of receipt of the form.

**14. Design And Implementation Of Project**

The Grantee shall be solely responsible for the proper design and implementation of the project described in Attachments A & B. Although not expressly attached to this Grant Agreement, the Grantee agrees to complete said project in accordance with the plans and specifications contained in its application. Modification of its application shall require prior written approval of the State.

**15. Disputes**

- a) Should any disputes arise with respect to this Grant Agreement, Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- b) The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Grant Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs. If the State and the Grantee cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission 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 Grantee and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive 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 for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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

**16. Drug-Free Workplace Certification**

- a) The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee has been convicted of a criminal drug violation occurring in the Grantee's workplace.
- b) False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.
- c) In addition to the provisions of the above paragraphs, if the total grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the contract or agreement as part of the contract documents.

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

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

- 3) Notifying all employees in the statement required by division 1) above that as a condition of continued employment, the employee will (a) abide by the terms of the statement; and (b) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- 4) Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 3)(b) above, or otherwise receiving actual notice of such conviction;
- 5) Within thirty (30) days after receiving notice under subdivision 3)(b) 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
- 6) Making a good faith effort to maintain a drug-free workplace through the implementation of divisions 1) through 5) above.

**17. Ethics**

The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

**18. Federal Funding Information and Requirements**

- |   |  |
|---|--|
| a) C.F.D.A. Title - HIV Prevention Activities | d) Award No. U62/CCU523488   |
| b) C.F.D.A No. 93.940                         | e) Award Year - 1-01-05 through 12-31-05   |
| c) Award Name - HIV Prevention Project        | f) Federal Agency - Department of Health & Human Services, Public Health Service, Centers for Disease Control & Prevention |

The Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96.

**19. Federal Funds Disclosure Requirements**

The Grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by grant funds, they will clearly state a) the percentage of the total costs of the program or project which will be financed with federal money, b) the dollar amount of federal funds for the project or program, as set out in Paragraph 1 of this Grant Agreement, and c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

**20. Federal Lobbying Requirements**

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

**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 a grant, the grant shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Laws**

This Grant Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

**23. Indemnification**

Grantee agrees to indemnify, defend, and hold harmless the State of Indiana and 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 Grantee and/or its subcontractors, if any. The State shall **not** provide such indemnification to the Grantee.

**24. Independent Contractor**

- a) Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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.
- b) The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

**25. Information Technology Accessibility**

- a) All contractors supplying information technology related products and services to the state of Indiana must comply with all ITOC policies and standards. These policies and standards can be found at [http://www.in.gov/itoc/html\\_site/architecture/poli.html](http://www.in.gov/itoc/html_site/architecture/poli.html) and [http://www.in.gov/itoc/html\\_site/architecture/stan.html](http://www.in.gov/itoc/html_site/architecture/stan.html). Any deviation from the published standards and policies, must be approved by ITOC and be supported by a written waiver.
- b) The Grantee acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

**26. Licensing Standards**

The parties agree that Grantee and 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 Grantee pursuant to this Grant Agreement. The State shall not be required to reimburse Grantee for any services performed when Grantee or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Grantee shall notify State immediately and the State, at its option, may immediately terminate this Grant Agreement.

**27. Monitoring Report by the State**

The State will conduct an on-site monitoring review of the project. The Monitoring Report will document the following:

- a) Whether state, local and/or private funds allocated for the project were expended for activities consistent with the Grantee's grant application and Attachments A & B of this agreement.
- b) A complete, detailed analysis of actual state, local and/or private funds expended to date on the project and conformity with the amounts for each budget line item if set forth in Attachments A & B of this agreement.
- c) A detailed listing of all project costs by project budget line item which are accrued yet unpaid, if any.
- d) A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of progress reports, as required by Paragraph 33, Progress Reports.

**28. Nondiscrimination**

- a) Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its Sub-Grantees shall not discriminate against any employee or applicant for employment in the performance of this Grant. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Grant also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- b) The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

**29. Notice To Parties**

Whenever any notice, statement or other communication is required under this Grant Agreement, it shall be sent 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 Grantee shall be sent to:

The Damien Center, Inc.  
ATTN: Tracy Elliot  
1350 North Pennsylvania Street  
Indianapolis, IN 46202

- c) Payments to the Grantee shall be sent to:

The Damien Center, Inc.  
ATTN: Tracy Elliot  
1350 North Pennsylvania Street  
Indianapolis, IN 46202

**30. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: a) Grant Agreement, b) attachments prepared by the State (Attachments A & B), and c) Grantee's Grant Application.

**31. Payment Of Grant Funds By The State**

The payment of this Grant Agreement by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- a) This Grant Agreement must be fully executed.
- b) Financial assistance will be provided on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed State Claim Vouchers from the Grantee. The Claim Vouchers shall be submitted on the forms provided. Claim Vouchers shall be due by the 20th day after the end of each month.
- c) Any other Grant Agreement conditions as specified in Attachments A & B must be met to the State's satisfaction.
- d) All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.
- e) All equipment purchased with grant funds, which has a cost of \$5,000 or more, shall remain the property of the State and shall not be sold or disposed of without written consent from the State.

- f) If applicable, expenditures made by the Grantee for travel will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate being paid by the State, whichever is the lesser. Travel expenses paid by the Grantee can only be reimbursed in accordance with the current State Travel Policies and Procedures as specified in Financial Management Circular #2003-1. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) must be submitted at least four (4) weeks prior to the scheduled travel date for review by the State for availability of funds and for appropriateness per Circular guidelines.
- g) Failure to complete the project and expend funds in accordance with this Grant Agreement may be considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to suspension of all grant payments, and/or suspension of the Grantee's participation in State grant 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 which are not in the scope of this project as set forth in Attachments A & B of this Grant Agreement.

**32. Penalties/Interest/Attorney's Fees**

- a) 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 required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.
- b) Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

**33. Project Budget and Budget Modification - Deleted**

**34. Progress Reports**

- a) The Grantee shall submit progress reports to the State based upon the needs of the State. Unless specified otherwise in Attachments A & B, the progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule, whether additional deliverables will be required to better serve the public, and that completion can be reasonably assured on the scheduled date.
- b) The Grantee understands that failure to provide progress reports as requested by the State may be considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all contract/grant payments, and/or suspension of the Grantee's participation in State contract/grant 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 Attachments A & B of this Grant Agreement.



35. **Records, Reports, Inspections and Audits - Deleted**

36. **Remedies Not Impaired**

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

37. **Renewal**

This Grant Agreement 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 Grant Agreement may not be longer than the term of the original Grant Agreement.

38. **Security and Privacy of Health Information**

If any final regulation or body of regulations relating to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated the Grantee shall return all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form.

39. **Severability**

The invalidity of any paragraph, subparagraph, division, subdivision, clause or provision of this Grant Agreement shall not affect the validity of the remaining paragraphs, subparagraphs, divisions, subdivisions, clauses or provisions of the Grant Agreement.

40. **Statutory Authority of Grantee - deleted**

41. **Taxes**

The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

**42. Termination for Convenience**

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which performance of services under such termination becomes effective. The Grantee 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 Grantee shall be compensated for services herein provided but in no case shall total payment made to the Grantee exceed the original Grant Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**43. Waiver of Rights**

No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

**44. State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2003 IDOA Professional Services Contract Manual) in any way except for the following clauses which have additional requirements and which are identified by name below:

Access To Records  
Audits  
Confidentiality of State Information  
Order of Precedence  
Payment Of Grant Funds By The State  
Progress Reports  
Severability  
Use of Grant Funds by Grantee

**45. Non-Collusion And Acceptance**

- a) The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face of the Grant Agreement.
- b) The parties having read and understanding the foregoing terms of the Grant Agreement do by their respective signatures dated below hereby agree to the terms thereof, including, if this Grant Agreement is in excess of \$25,000, Paragraph 16, Drug-Free Workplace Certification.

## **ATTACHMENT A**

### **HIV/AIDS Prevention Project**

#### **The Damien Center, Inc.**



The Grantee will provide, on behalf of the Indiana State Department of Health (ISDH), Division of HIV/STD, an HIV/AIDS Prevention Case Management project, funded at \$176,908 of which \$4,365 is for OraQuick only for the first six months.

All activities must be science-based and aimed at producing lasting behavior change to decrease the risks of Human Immunodeficiency Virus (HIV) infection or transmission. The Grantee will collaborate with local Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS) Counseling and Testing sites, Care Coordination sites, and related community health service providers. A complete evaluation component is included in the project. Activities and supporting budget line items were proposed by the Grantee and approved by the Indiana State Department of Health.

Funded Interventions:        Prevention Case Management  
   CTR

The Prevention Case Management internal position targets adult white male-same gender sex and adult male of color-same gender sex. The second position will be known as the Outreach Prevention Case Manager. This person will target HIV+ clients who do not feel comfortable coming into the Center because it is inconvenient or because of the stigma related to HIV. The position will travel to other community programs and agencies serving the HIV community. This position will specifically target adult male of color-same gender sex and adult female of color-opposite gender sex.

Counseling, Testing, and Referral (CTR) is an individual level intervention which targets all populations and ensures that HIV infected persons and persons at increased risk for HIV have access to HIV testing to promote early knowledge of their HIV status. CTR also ensures that individuals receive high quality HIV prevention counseling to reduce their risk for transmitting or acquiring HIV and have access to appropriate medical, preventive, and psychosocial support services. CTR also seeks to promote early knowledge of HIV status through HIV testing and ensure that all persons either recommended or receiving HIV testing are provided information regarding transmission, prevention, and the meaning of HIV test results.

<b>Title of Project: HIV Prevention Services</b>		<b>TOTAL REQUESTED:</b> \$189,628
<b>Response to Specific Program Announcement:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If "Yes" state announcement title) Funding Announcement dated 2004		
<b>Name of Principal Investigator/Program Director</b> Ed Alexander	<b>Position Title</b> Associate Executive Director	<b>Degree(s)</b> B.S.
<b>Project Office Contact: Name, Title, Address, City, State, Zip code, Phone and FAX numbers, Email</b> The Damien Center, Inc.                      Contact: Ed Alexander                      (317) 632-0123 1350 N. Pennsylvania Street                      (800) 213-1163 Indianapolis, IN 46202                      FAX: (317) 632-4362 ealexander@damien.org		
<b>Human Subjects:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    If "Yes" Exemption Number _____ (Generally applies only to specialized research programs.)		
<b>Type of Application:</b> <input checked="" type="checkbox"/> New Project <input type="checkbox"/> Continuation Request <input type="checkbox"/> Project Revision <b>Budget Period:</b> 01/01/05 through 12/31/05		
<b>Business Office Contact: Name, Title, Address, City, State, Zip Code, Phone and FAX numbers</b> The Damien Center, Inc.                      Contact: Frederick Marshall                      (317) 632-0123 1350 N. Pennsylvania Street                      (800) 213-1163 Indianapolis, IN 46202                      FAX: (317) 632-4362 fmarshall@damien.org		
<b>Type of Organization:</b> <input type="checkbox"/> State Agency <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> For-profit <input type="checkbox"/> College/University		<b>Federal ID Number:</b> 35-1711878
<b>Counties Served:</b> % of funds per county if multiple counties served (Specify. "Statewide" is not acceptable.) <b>USE ATTACHED TABLE FOR THIS SECTION!</b>		
<b>Official Custodian of Funds: Name, Title, Address, City, State, Zip Code, Phone and FAX numbers</b> David Amick, Treasurer The Damien Center, Inc. 1350 N. Pennsylvania Street                      (317) 632-0123 Indianapolis, IN 46202                      (800) 213-1163 FAX: (317) 632-4362		
<b>Name(s) and Title(s) of Officer(s) Required to Sign Contract:</b> Tracy L. Elliott, Executive Director		
<b>Two Separate Signatures Required</b> <div style="display: flex; justify-content: space-between;"><div> _____ Signature of Financial Officer  _____ Signature of Principal Investigator/Program Director</div><div><div>8-30-04</div><div>_____ Date</div><div>8-30-04</div><div>_____ Date</div></div></div>		

# BUDGET DETAIL PERSONNEL

Project Title: The Damien Center, Inc.  
HIV Prevention Services

Personnel		Hours Per Week On Job	Estimated Project Costs and Source of Funds (whole figures only)		
Name	Position Title		ISDH Funds (cash)	Other Funds (cash and/or in-kind)	Total Project Costs
Ed Alexander	Associate Executive Director	37.5	\$10,455	\$31,365	\$41,820
Ken Miller	Lead Prevention Case Manager	37.5	\$33,918	0	\$33,918
Bridgette McLaurin	Prevention Case Manager	37.5	\$31,212	0	\$31,212
Derwin Gary	HIV Tester	37.5	\$31,212	0	\$31,212
Vacant	HIV Tester	37.5	\$30,000	0	\$30,000
Casey Sprunger	HIV Tester (PT)	19.0		\$10,621	\$10,621
<b>UB-TOTAL SALARY</b>			\$136,797	41,986	\$178,783
<b>RINGE BENEFITS % of Total Budget: 24%</b> Includes Insurance, Social Security, Retirement, Disability, Medical, Dental, Other			\$32,831	\$10,077	\$42,908
<b>UB-TOTAL PERSONNEL</b>			\$169,628	\$52,063	\$221,691

**Note:** Regardless of source of monies, all personnel involved in project activities must be included.  
How many hours is a regular full-time work week? 37.5 hours

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# BUDGET DETAIL

Project Title: The Damien Center, Inc.  
AIV Prevention Services Program

Category	ISDH Funds (cash)	Other Funds (cash and/or in-kind)	Total Project Costs
<b>SUB-TOTAL "PERSONNEL" (from Page 2)</b>	\$169,628	\$52,063	\$221,691
• Consumable Supplies (includes postage, medical supplies, education materials, office supplies, software, computer supplies, etc.)	\$4,365.00	\$10,000	\$14,365.00
• In-State Travel (includes mileage, <i>per diem</i> , lodging, training and registration fees) Note: State Travel Rules Apply	0	\$300	\$300
• Out-of-State Travel (includes mileage, air fare, <i>per diem</i> , lodging, training and registration fees, parking, tips) Note: State Travel Rules Apply	0	0	0
• Rent	0	\$10,000	\$10,000
• Utilities (includes water, electricity, heat, monthly and toll telephone charges, etc.)	0	\$10,000	\$10,000
• Consultant Services (includes personal services sub-contracts)	0	\$2,000	\$2,000
• Contractual Services (includes sub-contracts, audits, data analysis, maintenance agreements, equipment lease and maintenance, etc.)	0	0	0
• Other Expenses (includes, but not limited to, advertising, yellow pages advertising, personal health care, printing, and <u>define</u> miscellaneous)	\$2,915.00	\$10,000	\$12,915.00
• EQUIPMENT (includes computers, furniture, filing cabinets, etc.)	0	\$1,000	\$1,000
<b>TOTAL BUDGET</b>	\$176,908.00	\$95,363	\$272,271

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**Prevention Services**  
1/1/05 through 12/31/05  
**Table of Counties Served**

ADAMS	%	HENDRICKS	%	PIKE	%
ALLEN	%	HENRY	%	PORTER	1%
BARTHOLOMEW	%	HOWARD	%	POSEY	%
BENTON	%	HUNTINGTON	%	PULASKI	%
BLACKFORD	%	JACKSON	%	PUTNAM	%
BOONE	%	JASPER	%	RANDOLPH	%
BROWN	%	JAY	%	RIPLEY	%
CARROLL	%	JEFFERSON	%	RUSH	%
CASS	%	JENNINGS	%	SCOTT	%
CLARK	%	JOHNSON	1%	SHELBY	1%
CLAY	%	KNOX	%	SPENCER	%
CLINTON	%	KOSCIUSKO	%	STARKE	%
CRAWFORD	%	LaGRANGE	%	STEUBEN	%
DAVIESS	%	LAKE	%	ST. JOSEPH	%
DEARBORN	%	LaPORTE	%	SULLIVAN	%
DECATUR	%	LAWRENCE	%	SWITZERLAND	%
DeKALB	%	MADISON	%	TIPPECANOE	%
DELAWARE	%	MARION	87%	TIPTON	1%
DUBOIS	%	MARSHALL	%	UNION	%
ELKHART	%	MARTIN	%	VANDERBURGH	%
FAYETTE	%	MIAMI	%	VERMILLION	%
FLOYD	%	MONROE	%	VIGO	%
FOUNTAIN	%	MONTGOMERY	2%	WABASH	%
FRANKLIN	1%	MORGAN	1%	WARREN	%
FULTON	%	NEWTON	%	WARRICK	%
GIBSON	%	NOBLE	%	WASHINGTON	%
GRANT	%	OHIO	%	WAYNE	%
GREENE	%	ORANGE	%	WELLS	%
HAMILTON	5%	OWEN	%	WHITE	%
HANCOCK	%	PARKE	%	WHITLEY	%
HARRISON	%	PERRY	%	TOTAL	100%

Please use the above table to indicate the county or counties served under agency's proposed program. Use current or projected client demographics to estimate this information. This is a broad summary of the program. Round percentages to the nearest whole number, using no figure less than 1%. Use 1% as a minimum even though the actual figure may be a fraction of a percent. Take these differences from the largest single percentage listing so that the total equals 100%.