

FEB 27 2013

18642



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

Received
FEB 28 2013

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.

IDOA Contracts

1. EDS Number: A70-3-096163
 2. Date prepared: 1/28/2013

3. CONTRACTS & LEASES

☒ Professional/Personal Services ☐ Contract for procured Services
☐ Grant ☐ Maintenance
☐ Lease ☐ License Agreement
☐ Attorney ☐ Amendment#
☐ MOU ☐ Renewal #
☐ QPA ☐ Other

FISCAL INFORMATION

4. Account Number: 61910-94000.531010
 5. Account Name: ISDH DHHS Fund
 6. Total amount this action: \$2,499.00
 7. New contract total: 2,499.00
 8. Revenue generated this action: \$0.00
 9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year 2013 \$2,499.00
 Year \$
 Year \$
 Year \$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 1/1/2013
 12. To (month, day, year): 6/28/2013
 13. Method of source selection: ☒ Bid/Quotation ☐ Emergency ☒ Negotiated ☐ Special Procurement
☐ RFP# ☐ 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):
 N/A

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

The Cancer Control Section is requesting \$2,499 from federal comprehensive cancer control funds to cover expenses to develop a baseline assessment and work plan to implement and maintain a workplace cancer screening program that addresses breast, cervical or colorectal cancer screenings and screening barriers. The total funding amount was determined using a schedule of deliverables, whereby each milestone must be reached in order to receive compensation. Heavy emphasis will be placed on evaluation and data gathering in order to develop an evidence-based model that can be used by employers statewide.

38. Justification of vendor selection and determination of price reasonableness:

The vendor was selected through an RFP process. A review team selected their proposal based upon meeting all criteria outlined in the RFP. In addition, as a pilot program, the part, to the number of employees, the relevant ages of the employees, and a strong desire to address psychological barriers to screening. The vendor is developing and implementing a screening program that is directly tied to our CDC grant deliverables through the DP12-1205 Component 2 work plan.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

The CCC Section was initially told that, due to the minimal amount of funding being issued for the planning and implementation of the funds, an approved budget memo and purchase order would be sufficient. It was later determined that despite the dollar amount, a formal contract was needed to ensure ISDH had a legally binding agreement for the use of federal funds.

40. Agency fiscal officer or representative approval: *[Signature]*
 41. Date Approved: 2/25/13
 42. Budget agency approval: *[Signature]*
 43. Date Approved: 3/5/13
 44. Attorney General's Office approval: *[Signature]*
 45. Date Approved: 3/8/13
 46. Agency representative receiving from AG: *[Signature]*
 47. Date Approved:

AGENCY INFORMATION

14. Name of agency: Department of Health
 15. Requisition Number: 0000020712
 16. Address: 2 N. Meridian Street
 Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Keylee Wright
 18. Telephone #: 317/234-2945
 19. E-mail address: kwright@isdh.in.gov

COURIER INFORMATION

20. Name: Jennifer Myers
 21. Telephone #: 317-233-7853
 22. E-mail address: jmyers1@isdh.in.gov

VENDOR INFORMATION

23. Vendor ID #: 0000195987
 24. Name: BUTLER UNIVERSITY
 25. Telephone #: 317-940-9991
 26. Address: 4600 SUNSET AVENUE
 INDIANAPOLIS, IN 46208

27. E-mail address: cmaffeo@butler.edu
 28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No
 29. Primary Vendor: M/WBE
 Minority: ☐ Yes ☒ No
 Women: ☐ Yes ☒ No
 30. If yes, list the %:
 Minority: %
 Women: %
 31. Sub Vendor: M/WBE
 Minority: ☐ Yes ☒ No
 Women: ☐ Yes ☒ No
 32. If yes, list the %:
 Minority: %
 Women: %
 33. Is there Renewal Language in the document? ☒ Yes ☐ No
 34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

RECEIVED

MAR 08 2013

GAG-ADVISORY

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. 0000020712	Date 02/13/2013	Required Date	Page 1 of 1
Fund/Account: 61910 / 531010			
Dept Number: 195096			
Project Number: 400361015430013			
Requisition Number: 0000020712			
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
1-1		Vendor was selected through the RFP process. Prof Serv Contract A70-3-096163, 1/1/13-6/28/13	1.0000	LO	2,499.0000	2,499.00

Vendor: 0000195987 BUTLER UNIVERSITY

<< The Cancer Control Section is requiring \$2,499 from federal comprehensive funds to cover expenses to develop a baseline assessment and work plan to implement and maintain a workplace cancer screenings program that addresses breast, cervical or colorectal cancer screenings and screening barriers.

Contract date 1/1/13-6/28/13

Contract amount \$2,499.00

Fund 61910

Account 531010

Program 94000

Project 400361015430013

Activity ALL0000 >>

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

Requisition Total \$ 2,499.00

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

JH
2/4/13

PROFESSIONAL SERVICES CONTRACT
EDS# A70-3-096163

61910-531010-4003610154300
CCC 1341-1

This Contract ("this Contract"), entered into by and between the **Indiana State Department of Health** (the "State") and **Butler University** (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 develop a baseline assessment and work plan to implement and maintain a workplace cancer screening program that addresses breast, cervical or colorectal cancer screenings and screening barriers. 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.

2. Consideration.

The Contractor will be paid monthly in arrears using the rate(s) set out in Attachment B. Total remuneration under this Contract shall not exceed **\$2,499**.

3. Term.

This Contract shall be effective for a period of 6 months. It shall commence on **January 1, 2013** and shall remain in effect through **June 28, 2013**.

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 Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.

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 response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust 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) terminated for cause or default.

3. Have not within a three-year period preceding this certification had a one or more public transactions (Federal, State or local) terminated for cause or default.

D. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this Contract.

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:

- A. The Contractor does not knowingly employ an unauthorized alien.
- B. 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.
- C. 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.
- D. 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).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

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:

Butler University
ATTN: Carrie Maffeo
4600 Sunset Avenue
Indianapolis, IN 46208

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 §4-13-2-20(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. 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.

48. 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.

49. 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.

50. Federal Funding Information.

- | | |
|---|--|
| a.) C.F.D.A. Title – Cancer Prevention
Control Program – Investigation Technical
Assistance | d.) Award No. – 1U58DP003884-01 |
| b.) C.F.D.A. No. – 93.283 | e.) Award Year – 6/30/12 – 6/29/13 |
| c.) Award Name – Cancer Prevention
and Control Program | f.) Federal Agency – Centers for Disease
and Prevention |

In contracts funded by the United States Federal Government, the Contractor agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92 and 96, where applicable.

51. Federal Funds Disclosure Requirements.

The Contractor 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 contract 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 2 of this Contract, 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.

52. Federal Lobbying Requirements.

Contractor is prohibited from using funds from this contract to engage in any lobbying activity. Specifically, no part of the federal award shall be used to pay the salary or expenses of any grant recipient, subrecipient, or agent acting for such recipient or subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation,

administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body.

Restrictions on lobbying activities described above also specifically apply to lobbying related to any proposed, pending, or future Federal, state, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

This prohibition includes grass roots lobbying efforts that are directed at inducing members of the public to contact their elected representatives to urge support of, or opposition to, proposed or pending legislation, appropriations, regulations, administrative actions, or Executive Orders (hereinafter referred to collectively as "legislation and other orders"). Further prohibited grass roots lobbying communications could also encompass any effort to influence legislation through an attempt to affect the opinions of the general public or any segment of the population if the communications refer to specific legislation and/or other orders, directly express a view on such legislation or other orders, and encourage the audience to take action with respect to the matter. In accordance with applicable law, direct lobbying communications are also prohibited. Direct lobbying includes any attempt to influence legislative or other similar deliberations at all levels of government through communications that directly express a view on proposed or pending legislation and other orders and which are directed to members, staff, or other employees of a legislative body or to government officials or employees who participate in the formulation of legislation or other orders.

Lobbying prohibitions also extend to funds used for conferences. Federal funds cannot be used directly or indirectly to encourage participants in such conferences to impermissibly lobby. However, these prohibitions are not intended to prohibit all interaction with the legislative or executive branches of governments, or to prohibit educational efforts pertaining to public health that are within the scope of work. For state, local, and other governmental contractors, certain activities falling within the normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government are permissible. There are circumstances for such contractors, in the course of such a normal and recognized executive-legislative relationship, when it is permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, such communications cannot directly urge the decision makers to act with respect to specific legislation or expressly solicit members of the public to contact the decision makers to urge such action.

Many non-profit contractors, in order to retain their tax-exempt status, have long operated under settled definitions of "lobbying" and "influencing legislation." These definitions are a useful benchmark for all non-government contractors, regardless of tax status. Under these definitions, contractors are permitted to (1) prepare and disseminate certain nonpartisan analysis, study, or research reports; (2) engage in examinations and discussions of broad social, economic, and similar problems in reports and at conferences; and (3) provide technical advice or assistance upon a written request by a legislative body or committee.

Contractor shall not use funds from this contract to develop and/or disseminate materials that exhibit all three of the following characteristics: (1) refer to specific legislation or other order; (2) reflect a point of view on that legislation or other order; and (3) contain an overt call to action. Contractor may use funds from this contract to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention

strategies; conduct community outreach services; foster coalition building and consensus on public health initiatives; provide leadership and training, and foster safe and healthful environments.

Note also that under the provisions of 31 U.S.C. Section 1352, Contractor (and their sub-tier contractors and/or funded parties) are prohibited from using funds from this contract in connection with the award, extension, continuation, renewal, amendment, or modification of the funding mechanism under which monetary assistance was received. In accordance with applicable regulations and law, certain covered entities must give assurances that they will not engage in prohibited activities.

Use of federal funds inconsistent with these lobbying restrictions could result in disallowance of the cost of the activity or action found not to be in compliance as well as potentially other enforcement actions as outlined in applicable grants regulations.

ISDH cautions recipients of federal funds to be careful not to give the appearance that federal funds are being used to carry out activities in a manner that is prohibited under Federal law. Recipients of federal funds should give close attention to isolating and separating the appropriate use of federal funds from non-federal funds.

53. 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.

54. 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.

55. 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 2012 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Access to Records
Audits
Debarment and Suspension
HIPAA Compliance
Minority and Women's Business Enterprises Compliance
Order of Precedence; Incorporation by Reference
Payments
Progress Reports


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.

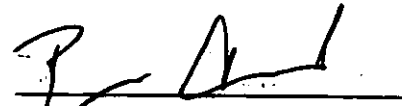
THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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:

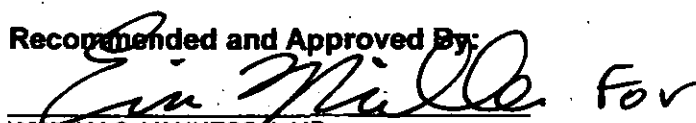

CARRIE MAFFEO
ASSOCIATE PROFESSOR
BUTLER UNIVERSITY


MARY ANDRITZ
DEAN, CPHS
BUTLER UNIVERSITY


BRUCE ARICK
VP FINANCE
BUTLER UNIVERSITY

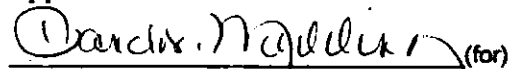
DATE: _____

Recommended and Approved By:

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

DATE: 2/25/13

Approved:

 (for)
ROBERT D. WYNKOOP, COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 2.28.13

Approved as to Form and Legality:

 (for)
GREGORY F. ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE: 3-8-13

Approved:

 (for)
CHRISTOPHER D. ATKINS, DIRECTOR
STATE BUDGET AGENCY
STATE OF INDIANA

DATE: 3/5/13

Attachment A
A70-3-096163

Butler University – Federal Comprehensive Cancer Control

The Indiana State Department of Health (ISDH) receives federal funding from the Centers for Disease Control and Prevention (CDC) to reduce the burden of cancer in Indiana through the development, implementation, and evaluation of the Indiana Cancer Control Plan (ICCP) 2010-2014. The ICCP includes six focus areas: primary prevention, early detection, treatment, quality of life, data, and advocacy. The Indiana Cancer Consortium (ICC) is a statewide network of partners dedicated to reducing the burden of cancer in Indiana. The Cancer Section (CAS) provides statewide technical assistance and support through its partnership with the ICC.

The ICCP serves as a road map for comprehensive cancer control in Indiana and addresses six focus areas: primary prevention, early detection, treatment, quality of life, data, and advocacy. Each area has one over-arching goal, multiple SMART (specific, measurable, attainable, realistic, and time-phased) objectives, developmental objectives, and recommended strategies. Four of the five early detection objectives relate directly to breast, cervical or colorectal cancer screenings. They are:

- By 2014, increase the percentage of women aged 40 and older who receive annual breast cancer screening from 62 percent to 67 percent as measured by the Indiana Behavioral Risk Factor Surveillance System (BRFSS).
- By 2014, increase the percentage of adults aged 50 and older who receive risk-based colorectal cancer screening and follow-up using accepted professional guidelines from 50 to 67 percent as measured by the Indiana BRFSS.
- By 2014, increase the percentage of women aged 18 and older who have had a Pap smear in the last three years from 79 to 87 percent as measured by the Indiana BRFSS.
- By 2014, reduce barriers to screenings and diagnostic services for disparate populations (developmental).

The workplace is an important setting for cancer screening interventions. In March 2008, 63 percent of the non-institutionalized adult population (145,969,000 adults) in the U.S. was employed; therefore, large proportions of the age-eligible, average-risk populations for breast, cervical or colorectal cancer screening can be reached via the workplace. Employers are motivated to improve cancer screening because they recognize the effect of cancer on their bottom lines via healthcare costs, productivity losses, and other causes.

Butler University was identified through a competitive bid process to develop a baseline assessment and work plan to implement and maintain a workplace cancer screening program that addresses breast, cervical or colorectal cancer screenings and screening barriers. Butler University was selected, in part, due to number of employees, the relevant ages of the employees, and a strong desire to address psychological barriers to colorectal screening.

Services and Deliverables for Contract

For the period of January 1, 2013 through June 28, 2013, Butler University will provide the following services and deliverables to the CAS at ISDH:

Services	Associated Deliverables	Due Dates	Remit Deliverables To
Attend initial grantee one-on-one meeting	Documentation of attendance	January 25, 2013	CAS Director - ISDH
Meet with ISDH Health Education and Communications Director to discuss assessments	Documentation of attendance	January 31, 2013	CAS Director - ISDH
Submit proposed assessment plan	Documentation of submission	February 28, 2013	CAS Director - ISDH
Receive assessment plan approval	Documentation of approval	March 15, 2013	CAS Director - ISDH
Conduct assessment and share results	Assessment report	May 1, 2013	CAS Director - ISDH
Participate in analysis of assessment results	Documentation of participation	June 3, 2013	CAS Director - ISDH
Submit Phase II work plan and budget	Documentation of submission	June 28, 2013	CAS Director - ISDH

Attachment B
A70-3-096163

Butler University – Federal Comprehensive Cancer Control

Budget

Payment shall be due for satisfactory completion of the deliverables outlined in Attachment A. Such payment shall be paid by ISDH once monthly in arrears.

Deliverable	Payment
Attend initial grantee one-on-one meeting	\$200
Meet with ISDH Health Education and Communications Director to discuss assessments	\$200
Submit proposed assessment plan	\$350
Receive assessment plan approval	\$150
Conduct assessment and share results	\$533
Participate in analysis of assessment results	\$533
Submit Phase II work plan and budget	\$533
TOTAL	\$2,499

Any deviation in program expenditures must be requested in writing to the ISDH Cancer Control Section Director, and approval granted by the Director of Cancer Control, prior to funds being moved or expended. Funds may not be used to support research activities, purchase of food or drinks, purchase of clinical materials, or provision of direct clinical services.

Any conference materials (including promotional materials, agenda, and internet site) for a conference activity supported by these funds must include the following statement: "Funding for this conference was made possible (in part) by the cooperative agreement award U58DP003884-01 from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government." Neither the Health and Human Services nor the Centers for Disease Control and Prevention (CDC) logo can be used on conference materials without the expressed written consent of either the CDC Project Officer or Grants Management Officer. Requests for this consent will need to be facilitated by the ISDH Cancer Control Section Director.

Any publications, journal articles, etcetera produced with the support of these funds must bear an acknowledgement and disclaimer such as "This publication was supported by cooperative agreement award U58DP003884-01 from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention."

Attachment C
A70-3-096163

1. INCORPORATION

Funding Opportunity Announcement (FOA/Program) Number CDC-RFA-DP12-1205 entitled Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations is made a part of this agreement by reference.

This award is based on the application submitted to, and as approved by, Centers for Disease Control and Prevention (CDC) on the above titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation by statutory authority as provided by 301A, 311BC, 317K2(42USC241A, 243BC247BK2) and all other referenced codes and regulations.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96 (Block Grants) as applicable.
- d. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>.)

HHS recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

2. NOTICE TO Awardees: PUBLIC PERFORMANCE HEALTH FUND (PPHF)

Place an "X" below to indicate whether or not the PPHF requirements apply to this award:

(☐) PPHF FUNDS ARE USED IN FUNDING THIS AWARD

0000 % of this award is made with PPHF funds (\$ 00000000)

(☒) NO PPHF FUNDS ARE USED

PPHF funds must be separately tracked and reported. PPHF funds must be used in support of approved PPHF activities in the FOA and/or this agreement. Funds cannot be used to support non-PPHF activities and cannot be comingled with any other funds.

3. MEDICARE AND MEDICAID ANTI-KICKBACK STATUTE – 42 U.S.C. 1320A - 7B(B)

Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

- (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce

such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR

- (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

4. LIMITED ENGLISH PROFICIENCY

Executive Order 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at

<http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>

5. TRAFFICKING VICTIMS PROTECTION ACT

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to

<http://www.hrsa.gov/grants/trafficking.htm>.

6. ACCESSIBILITY OF SERVICES

To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/ocr/civilrights/understanding/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 80). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

7. FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA):

All information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

FISMA applies only when awardees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of this data, subject to all applicable laws protecting security, privacy, and research. If and when information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the EGovernment Act of 2002 Pub. L. No. 107-347, please review the following website:
<http://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>

8. UNIVERSAL IDENTIFIER REQUIREMENTS

Contractor **must obtain** a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS). The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. If Contractor does not have a DUNS number, Contractor should complete the **US D&B D-U-N-S Number Request Form** or contact Dun and Bradstreet by telephone directly at 1-866-705-5711 (toll-free) to obtain one. A DUNS number will be provided immediately by telephone at no charge. Note this is an organizational number. Individual Program Directors/Principal Investigators do not need to register for a DUNS number.

9. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS

Additionally, Contractor must register in the System for Award Management (SAM) and maintain the registration with current information until a final financial report is submitted or the final payment is received, whichever is later. SAM is the primary registrant database for the Federal government and is the repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site at www.sam.gov.

This served as official notification that no organization may receive a subaward under the federal grant unless the organization has provided its DUNS number to the State.

Contractor must maintain the accuracy/currency of your information in the System for Award Management (SAM) at all times during which your entity has an active award unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. According to the SAM Website, it can take 24 hours or more for updates to take effect. Recipients may view the SAM Registration Status by visiting www.sam.gov and utilizing the Search Records function. The SAM website provides user guides, renewal screen shots, FAQs and other resources you may find helpful.

Important Notice: The General Services Administration moved from CCR to the System for Award Management (SAM) at the end of July 2012.

10. NON-DELINQUENCY on FEDERAL DEBT

The Federal Debt Collection Procedures Act of 1990 (Act), 28 U.S.C. 3201(e), provides that an organization or individual that is indebted to the United States, and has a judgment lien filed against it, is ineligible to receive a Federal grant. The State cannot enter into an agreement unless the Contractor certifies, by means of his/her signature on the application, that the

organization (or individual) is not delinquent in repaying any Federal debt. If the Contractor discloses delinquency on a debt owed to the Federal government, the State may not enter into an agreement until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, the State will take that delinquency into account when determining whether the applicant would be a responsible contractor.

11. PUBLICATIONS:

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

This publication (journal article, etc.) was supported by the U58DP003884 from Centers for Disease Control and Prevention (CDC) Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC.

12. EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 45 CFR 92 defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with State of Indiana policy, a lower threshold of \$500 acquisition cost has been established.

The grantee may use its own property management standards and procedures provided it observes provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92:

- i. Office of Management and Budget (OMB) Circular A-110, Sections 31 through 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations. For additional information, please review the following website:
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>
- ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. For additional information, please review the following website listed:
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

13. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY (FFATA):

Place an "X" below to indicate whether or not the FFATA requirement applies to this award:

☒ FFATA DOES APPLY. THE AWARDEE MUST FOLLOW THIS SECTION

☐ FFATA DOES NOT APPLY – THE AWARDEE MAY SKIP THIS SECTION

Pursuant to A-133 (see § 205(h) and § 205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT of 2006:

Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires full disclosure of all entities and organizations receiving Federal funds including grants, contracts, loans and other assistance and payments through a single publicly accessible Web site, USASpending.gov. The Web site includes information on each Federal financial assistance award and contract over \$25,000, including such information as:

1. The name of the entity receiving the award
2. The amount of the award
3. Information on the award including transaction type, funding agency, etc.
4. The location of the entity receiving the award
5. A unique identifier of the entity receiving the award: and
6. Names and compensation of highly-compensated officers (as applicable)

Compliance with this law is primarily the responsibility of the Federal agency. However, two elements of the law require information to be collected and reported by recipients: 1) information on executive compensation when not already reported through the Central Contractor Registry; and 2) similar information on all sub-awards/subcontracts/consortiums over \$25,000.

For the full text of the requirements under the Federal Funding Accountability and Transparency Act of 2006, please review the following website: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_bills&docid=f.s2590enr.txt.pdf

14. ADDITIONAL REQUIREMENTS:

The Additional Requirements that apply to this grant or contract are indicated below.

If this is a CDC-funded award, the full text of the Additional Requirements (AR) may be found on the CDC web site at: http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm.

- AR-7: Executive Order 12372 Review
- AR-8: Public Health System Reporting Requirements
- AR-9: Paperwork Reduction Act Requirements
- AR-10: Smoke-Free Workplace Requirements
- AR-11: Healthy People 2020
- AR-12: Lobbying Restrictions
- AR-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities
- AR-14: Accounting System Requirements
- AR-20: Conference Support
- AR-23: Compliance with 45 C.F.R. Part 87
- AR-24: Health Insurance Portability and Accountability Act Requirements
- AR-25: Release and Sharing of Data
- AR-27: Conference Disclaimer and Use of Logos

- AR-29: Compliance with EO 13513: Federal Leadership on Reducing Text Messaging while Driving: October 1, 2009
- AR-30: Information Letter 10-006: Compliance with Section 508 of the Rehabilitation Act of 1973
- AR-31: Research Definition

If this is a SAMHSA-funded award, the full text of the Additional Directives may be found on the SAMHSA website at: <http://www.samhsa.gov/grants/management.aspx#pr>

- Trafficking Victims Protection Act of 2000
- ACORN
- Incentives

15. FY 2012 CONSOLIDATED APPROPRIATIONS ACT ENACTED GENERAL PROVISIONS

Place an "X" below to indicate whether or not the Consolidated Appropriations Act requirements apply to this award:

☒ FY12 CONSOLIDATED APPROPRIATIONS ACT FUNDS ARE USED IN FUNDING THIS AWARD – THE Awardee MUST FOLLOW THIS SECTION

☐ NO FY12 CONSOLIDATED APPROPRIATIONS ACT FUNDS ARE USED – THE Awardee MAY SKIP THIS SECTION

If the box above is checked, the grant or contract is funded by the Departments of Labor, Health and Human Services, and Education Appropriations Act, Fiscal Year 2012, Public Law 112-74, and Fiscal Year 2012 funds transferred under the Patient Protection and Affordable Care Act, PL 111-148. As such, the following provisions apply.

The full text of requirements may be found on following web site:
http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm.

General Provisions Title II:

- Section 203 - Cap on Researcher Salaries
- Section 503 - Proper Use of Appropriations - Publicity and Propaganda [LOBBYING] FY2012 Enacted
- Section 253 - Needle Exchange

General Provisions, Title IV:

- Section 738 - Funding Prohibition – Restricts dealings with corporations with recent felonies
- Section 739 - Limitation Re: Delinquent Tax Debts - Restricts dealings with corporations with unpaid federal tax liability
- Section 433 - Funding Prohibition – Restricts dealings with corporations with recent felonies
- Section 434 - Limitation Re: Delinquent Tax Debts - Restricts dealings with corporations with unpaid federal tax liability