

OCT 07 2013

19285



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

Received
OCT 09 2013
DOA Contracts

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.

1. EDS Number: A70-4-009029	2. Date prepared: 8/23/2013
3. CONTRACTS & LEASES	
___ Professional/Personal Services <input checked="" type="checkbox"/> Contract for procured Services ___ Grant ___ Maintenance ___ Lease ___ License Agreement ___ Attorney ___ Amendment# _____ ___ MOU ___ Renewal # _____ ___ QPA ___ Other _____	
FISCAL INFORMATION	
4. Account Number: 61910-30800.	5. Account Name: ISDH DHHS Fund
6. Total amount this action: \$85,000.00	7. New contract total: 85,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2014 \$85,000.00 Year \$ Year \$ Year \$	
TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 11/1/2013	12. To (month, day, year): 10/31/2014
13. Method of source selection: ___ Negotiated ___ <input checked="" type="checkbox"/> Bid/Quotation ___ Emergency ___ 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): 42 USC SECTION 247B & 280B-1B	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The contract funds Purdue University and the Indiana Campus Sexual Assault Primary Prevention Project (INCSAPPP) \$85,000 to continue its work with Indiana colleges and universities, providing mini-grant funding, training, and technical assistance on the comprehensive components of sexual violence primary prevention: coalition building, data collection, policy analysis, bystander intervention, male involvement, and social marketing. They will host a statewide meeting and conduct a statewide prevention assessment with all Indiana colleges, as well as increase campus capacity for evaluation of their efforts.	
38. Justification of vendor selection and determination of price reasonableness: INCSAPPP submitted a proposal to ISDH that demonstrated the capability to carry out the deliverables outlined in Attachment A to the standards of the Indiana Department of Health in a cost-efficient manner. INCSAPPP has been doing this work successfully for over 16 years and is identified as the entity responsible for this work in Indiana's sexual violence primary prevention plan.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)	
40. Agency fiscal officer or representative approval <i>Erin Miller</i>	41. Date Approved 10/4/13
44. Attorney General's Office approval <i>CRN</i>	45. Date Approved 11-15-13

AGENCY INFORMATION	
14. Name of agency: Department of Health	15. Requisition Number: 0000023231
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Katie Jones	18. Telephone #: 317/233-9158
19. E-mail address: kaiones@isdh.in.gov	
COURIER INFORMATION	
20. Name: Jennifer Myers	21. Telephone #: 317-233-7853
22. E-mail address: jmyers@isdh.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000000746	
24. Name: PURDUE UNIV	25. Telephone #: 765-496-2393
26. Address: 155 S GRANT ST YOUNG HALL RM 710 WEST LAFAYETTE, IN 47907-2114	
27. E-mail address: jsiemers@purdue.edu	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes ___ No	
29. Primary Vendor: M/WBE/IN-Veteran Minority: ___ Yes <input checked="" type="checkbox"/> No Women: ___ Yes <input checked="" type="checkbox"/> No IN-Veteran: ___ Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: ___ Yes <input checked="" type="checkbox"/> No Women: ___ Yes <input checked="" type="checkbox"/> No IN-Veteran: ___ Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes ___ No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes ___ No
RECEIVED OCT 15 2013 OAG-ADVISORY	
40. Agency fiscal officer or representative approval <i>Erin Miller</i>	41. Date Approved 10/4/13
44. Attorney General's Office approval <i>CRN</i>	45. Date Approved 11-15-13
42. Budget agency approval <i>[Signature]</i>	43. Date Approved 10/11/13
46. Agency representative receiving from AG <i>[Signature]</i>	47. Date Approved

73592-000

REQUISITION

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

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

Requisition No. 0000023231	Date 10/02/2013	Required Date	Page 1 of 1
Fund/Account: 61910 / 531010			
Dept Number: 195009			
Project Number: 40093136RPEP014			
Requisition Number: 0000023231			
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
INCSAPPP submitted a proposal to ISDH that demonstrated the capability to carry out the deliverables outlined in Attachment A to the standards of ISDH and the CDC in a cost-efficient manner. INCSAPPP has been doing this work successfully for over 16 years and is identified as the entity responsible for this work in Indiana's sexual violence primary prevention plan.						
1-1		Prof Serv Contract A70-4-009029, 11/1/13-10/31/14	1.0000	LO	85,000.0000	85,000.00

Vendor: 0000000746 PURDUE UNIV

<< PLEASE SEE ATTACHED CONTRACT
Contract date 11/1/13-10/31/14
Contract amount \$85,000.00
EDS# A70-4-009029 >>

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

Requisition Total \$ 85,000.00

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

**CONTRACT BETWEEN
THE STATE OF INDIANA
AND
A STATE EDUCATIONAL INSTITUTION
EDS# A70-4-009029**

**61910-531010-4003610153300
RP 207-1**

This Contract (the "Contract"), entered into by and between the **Indiana State Department of Health** (hereinafter referred to as "State") and **Purdue University** (the "State Educational Institution," an institution referred to in IC §21-7-13-32(b)), 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 the State Educational Institution.

The State Educational Institution shall **provide mini-grants, training and technical assistance in coalition building, bystander intervention, social marketing, data collection, policy analysis, and male involvement.** This project is described fully in Attachment A, attached hereto and incorporated fully herein by reference as part of this Contract.

2. Consideration.

The State Educational Institution will be paid monthly in arrears using the rate(s) set out on Attachment A. Total remuneration under this Contract shall not exceed **\$85,000.**

3. Term.

This Contract shall be effective for a period of **1 year.** It shall commence on **November 1, 2013** and shall remain in effect through **October 31, 2014.**

4. "Separateness" of Contracts between the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of "the State Educational Institution" in these Standard Conditions for Contracts between the State of Indiana and State Institutions and in any contract for professional services are specific to the department or unit of the State Educational Institution. The existence or status of any one contract between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract and shall not form the basis for termination of any other contract by either party.

5. Access to Records.

The State Educational Institution 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.

6. Assignment; Successors.

The State Educational Institution binds its successors and assignees to all the terms and conditions of this Contract. The State Educational Institution shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The State Educational Institution may assign its right to receive payments to such third parties as the State Educational Institution may desire without the prior written consent of the State, provided that the State Educational Institution 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.

7. Audits.

The State Educational Institution 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 and all applicable provision of OMBB Circular A-133.

8. Authority to Bind the State Educational Institution.

The signatory for the State Educational Institution represents that he/she has been duly authorized to execute this Contract on behalf of the State Educational Institution and has obtained all necessary or applicable approvals to make this Contract fully binding upon the State Educational Institution when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the State Educational Institution when accepted by the State.

9. Compliance with Laws

A. The State Educational Institution 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 of any 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 State Educational Institution to determine whether the provisions of this Contract require formal modification.

B. The State Educational Institution 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 State Educational Institution is not familiar with these ethical requirements, the State Educational Institution should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the State Educational Institution or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the State Educational Institution. In addition, the State Educational Institution may be subject to penalties under IC 4-2-6 and IC 4-2-7.

C. The State Educational Institution certifies by entering into this Contract, that it is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The State Educational Institution agrees that further work may be withheld, delayed, or denied and/or this Contract suspended until the State Educational Institution is current in its payments and has submitted proof of such payment to the State.

D. The State Educational Institution warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State.

E. If a valid dispute exists as to the State Educational Institution'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 State Educational Institution, the State Educational Institution may request that it be allowed to continue, or receive work, without delay. The State Educational Institution 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.

F. The State Educational Institution warrants that the State Educational Institution and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as 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 State Educational Institution agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that the State may bar the State Educational Institution from contracting with the State in the future and cancel existing contracts.

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

(1) The State Educational Institution and its principals certify that:

(A) the State Educational Institution, 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 State Educational Institution 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 State Educational Institution and any principals of the State Educational Institution certify that an affiliate or principal of the State Educational Institution and any agent acting on behalf of the State Educational Institution or on behalf of an affiliate or principal of the State Educational Institution, except for de minimis and nonsystematic violations,

(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 Contract, even if IC 24-4.7 is preempted by federal law.

10. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

A. Publication and dissemination of the project results are of fundamental importance to both the State and the State Educational Institution. The State Educational Institution is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Contract for its own internal instructional and research, or publication (*i.e.* graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article.

B. The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the State Educational Institution in furtherance of this Contract shall be available to the State for its use and distribution at its discretion without additional charge to State. The State Educational Institution shall take such action as is necessary under law to preserve such rights in and of the State while such property is within the control and/or custody of the State Educational Institution. Full, immediate, and unrestricted access to the work product of the State Educational Institution during the term of this Contract shall be available to the State.

C. Use of these materials, other than related to Contract performance by the State Educational Institution, that includes any reference to the State, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Contract, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. The State shall have sixty (60) days to review such requests and will respond in writing to the State Educational Institution. If the State has not responded within sixty (60) days, the request will be deemed approved.

D. The State Educational Institution and the State agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Contract, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the input of each party.

11. Confidentiality of State Information.

The State Educational Institution understands and agrees that data, materials, and information disclosed to the State Educational Institution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, IC 5-14-3, the State Educational Institution covenants that data, material and information gathered, based upon or disclosed to the State Educational Institution for the purpose of this Contract, and specifically identified as confidential information by the State, will not be disclosed to or discussed with third parties without the prior written consent of the State.

12. Debarment and Suspension

A. The State Educational Institution 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 State Educational Institution.

B. The State Educational Institution 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 State Educational Institution 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 State Educational Institution 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 State Educational Institution is unable to certify to any of the statements in this certification, an explanation shall be attached to this Contract.

13. Default by State.

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

14. Disputes

A. Should any disputes arise with respect to this Contract, the State Educational Institution and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The State Educational Institution 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 State Educational Institution fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the State Educational Institution as a result of such failure to proceed shall be borne by the State Educational Institution, and the State Educational Institution 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 State Educational Institution 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 State Educational Institution of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the State Educational Institution to terminate this Contract, and the State Educational Institution may bring suit to collect these amounts without following the disputes procedure contained herein.

15. 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.

16. 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 the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

17. 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.

18. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State Educational Institution 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 State Educational Institution shall return or destroy all protected health information received from, created or received by the State Educational Institution on behalf of the State. The State Educational Institution shall retain no copies of such information in any form if feasible. If not feasible, the State Educational Institution bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

19. FERPA Compliance.

If the State Educational Institution is an "educational agency or institution" as that term is defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99.1, and this Contract involves "personally identifiable information," as defined at 34 CFR 99.3, the State Educational Institution covenants that it will appropriately safeguard from unauthorized disclosure to third parties any "personally identifiable information" with respect to a student.

20. Independent Contractor; Workers' Compensation Insurance.

The State Educational Institution 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 State Educational Institution shall provide all necessary unemployment and workers' compensation insurance for the State Educational Institution's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

21. Information Technology Accessibility.

The State Educational Institution 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. 749d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by the Indiana Office of Technology (IOT) in advance. The State may terminate this Contract for default if State Educational Institution fails to cure a breach of this provision within a reasonable time.

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

23. 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 State Educational Institution 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"). Furthermore, State Educational Institution 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 State Educational Institution or any subcontractor.

The State Educational Institution understands that the State is a recipient of federal funds, and therefore, where applicable, State Educational Institution and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246, which are incorporated herein by specific reference.

24. 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.

25. Taxes.

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

26. 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.

27. Work Standards.

The State Educational Institution 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.

28. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the State Educational Institution 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.

29. 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 State Educational Institution 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 State Educational Institution 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 State Educational Institution shall be compensated for services herein provided but in no case shall total payment made to the State Educational Institution 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.

30. 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 State Educational Institution. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

31. Payments.

A. All payments shall be made 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 State Educational Institution 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. If State Educational Institution is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), State Educational Institution 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.

32. 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.

33. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, 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 State Educational Institution shall be sent to:

Purdue University
ATTN:
Senior State Account Manager
155 South Grant Street, Young Hall
West Lafayette, IN 47907-2114

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

34. Progress Reports.

A. The State Educational Institution shall submit progress reports to the State upon request, unless specified otherwise in Attachment A. 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. 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 State Educational Institution. Sanctions may include, but are not limited to, suspension of all Contract

payments, and/or suspension of the State Educational Institution's participation in State grant agreement 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.

35. Federal Funding Information. - Deleted

36. Federal Funds Disclosure Requirements.

The State Educational Institution 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.

37. 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.

38. Federal and State Third-Party Contract Provisions.

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

39. 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
Consideration
Debarment and Suspension
Duties of the State Educational Institution
Federal and State Third-Party Contract Provisions
Federal Funding Information
Federal Funds Disclosure Requirements
Federal Lobbying Requirements
HIPAA Compliance
Minority and Women's Business Enterprises Compliances
Notice to Parties
Order of Precedence
Payments
Progress Reports
Renewal Option
Termination for Convenience
Travel

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, or officer of the State Educational Institution. Further, to the undersigned's knowledge, neither the undersigned nor any other employee, representative, agent or officer of the State Educational Institution, 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, State Educational Institution 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:


PURDUE SPONSORED PROGRAM SERVICES
PURDUE UNIVERSITY

DATE: 07/30/2013 Kenneth W. Suter
Contract Analyst

Recommended and Approved By:

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

DATE: 10/4/13

Approved:

 (for)
JESSICA ROBERTSON, COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 10.10.13

Approved as to Form and Legality:

 (for)
GREGORY F. ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE: 11-15-2013

Approved:

 (for)
BRIAN E. BAILEY, DIRECTOR
STATE BUDGET AGENCY
STATE OF INDIANA

DATE: 10/11/13

Attachment A

Funding Source

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

To the Indiana State Department of Health, November 1, 2013-October 31, 2014

Funding Opportunity Number: CDC-RFA-CE14-1401

Grantee:

Purdue University Sponsored Program Services

Grantee Program Contact:

Nancy Maylath, INCSAPPP Director

Phone: (765) 494-9559

E-mail Address: nmaylath@purdue.edu

Grantee Fiscal Contact:

Jenny Siemers, Purdue Sponsored Program Services

Phone: (765) 496-2393

E-mail Address: jsiemers@purdue.edu

Overall Project Summary

The Indiana State Department of Health receives federal funding for sexual violence primary prevention through the Centers for Disease Control and Prevention (CDC) under the Rape Prevention and Education (RPE) Cooperative Agreement. INCSAPPP (Indiana Campus Sexual Assault Primary Prevention Project) is responsible for a crucial outcome statement in Indiana's five-year state plan to prevent sexual violence, entitled "*Indiana's Commitment to Primary Prevention: A State Free of Sexual Violence ~2010-2015*". This year, INCSAPPP will move towards completing the following state plan outcome statement: "Thirty percent of Indiana colleges and universities will have engaged in sexual violence primary prevention programming that incorporates at least four of the comprehensive programming approaches: male involvement, bystander intervention, social marketing, policy analysis, coalition building, and data collection by June 2015".

Justification of Selection and Determination of Price Reasonableness

INCSAPPP has long-standing relationships with Indiana colleges and universities and a strong history in providing leadership in sexual violence prevention to constituents. INCSAPPP submitted a proposal that was reasonable and met the needs of the project. Their infrastructure has the capacity, expertise, and partnerships to complete the following deliverables in a cost-effective manner. INCSAPPP is also identified as the entity responsible for the state plan outcome statement mentioned above.

Deliverables

Under this grant agreement, INCSAPPP (Indiana Campus Sexual Assault Primary Prevention Project) will be expected to:

- Serve as a subcommittee member of the Youth and Family-Serving Systems subcommittee of the Sexual Violence Primary Prevention Council (SVPPC).
- Through funding and continuous technical assistance, assist two Indiana campuses in forming or maintaining the work of a sexual violence prevention coalition, assessing sexual violence policy and data, addressing one additional comprehensive programming component, and evaluating work.
- Through funding and continuous technical assistance, assist two Indiana campuses in forming or maintaining the work of the sexual violence prevention coalition, assessing sexual violence policy and data, addressing two additional comprehensive programming components, and evaluating work.
- Through funding and continuous technical assistance, assist four Indiana campuses in initiating and/or enhancing all six components of the comprehensive approach to campus sexual violence prevention (social marketing, data collection, coalition building, bystander intervention, policy analysis, and make involvement).
- Through funding and continuous technical assistance, assist two Indiana campuses in forming or continuing a sustainable coalition, assessing sexual violence policy and data and evaluating work.
- Work with all Ivy Tech Community College campuses to implement and evaluate a system-wide sexual violence prevention social marketing campaign.
- Host a statewide meeting for networking and information-sharing for 40 campus representatives from 15 campuses by October 2014.
- Provide webinar trainings for non-funded campuses to increase their sexual violence prevention knowledge and skills.
- Complete an assessment of the status of sexual violence primary prevention efforts on all Indiana colleges and universities by October 2014.
- Submit monthly reports on all objectives to ISDH.

November 1, 2013-October 31, 2014 Budget: \$85,000

2014 INCSAPPP Budget Summary and Narrative:

A. Salaries and Wages

Personnel

Total \$42,329.75

<u>Position Title and Name</u>	<u>Annual</u>	<u>Time</u>	<u>Months</u>	<u>Amount Requested</u>
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<i>Project Coordinator A</i>	35,184	41.65224%	12	14,654.92
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Samantha Paige

<i>Project Coordinator B</i>	35,184	50.0158%	12	17,597.56
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Kelly Ryan

<i>Project Director</i>	65,650	15.35%	12	10,077.27
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Nancy Maylath

Justification

The project coordinators are graduate administrative/professionals who will have unique and shared job responsibilities in carrying out and evaluating the work plan. The project director will hire and provide oversight for the coordinators and for all aspects of the work plan's outcome objectives and will manage the budget.

B. Fringe Benefits

Fringe Benefits

Total \$6,161.67

8.2% of total salary for Coordinator A = Fringe Benefits = \$1,201.70

8.2% of total salary for Coordinator B = Fringe Benefits = \$1,443.00

34.9% of total salary for Project Director = Fringe Benefits = \$3,516.97

Justification

The FB rates are predetermined by Purdue University and required to support staff who carry out all of the project's outcome objectives.

C. Consultant Costs

None

D. Equipment

None

E. Supplies

None

F. Travel

Total \$ 1184

In-State Travel:

Travel to campus sites and meetings for technical assistance

10 trips x 200 miles r/t avg. x .44/mile = \$880

Lodging to facilitate multi-site travel to reduce mileage costs

2 nights @ \$100/night = \$200

Per diem = \$26/day x 4 days x 1 person = \$104

Justification

This statewide project requires staff (director and two coordinators) travel to provide on-site technical assistance for constituent campuses and others.

G. Other

Total \$ 23,924.90

Grad Fee Remissions *= \$18,810.00*

Social Marketing Campaign Expansion & Evaluation *= \$3,514.90*

Statewide Meeting / Training & Webinars *= \$1,600.00*

Justification

Purdue University requires that all graduate assistant positions include fee remission as part of the benefits of the positions. Since the graduate assistants will be working

exclusively on the RPE project, this cost must be covered by the RPE grant. The cost covers two graduate assistants per for the full year (\$9,405/year x 2 = \$18,810.00). Funding will be used to assist campuses conducting social marketing campaigns in expanding/enhancing their campaigns with additional products, as needed. A statewide meeting/training will allow campus and community professionals and students to come together for networking and increase education regarding sexual violence primary prevention strategies. Training webinars will be provided for campus project coordinators and later offered to all campuses to increase the use of specific prevention strategies (e.g. social marketing, bystander intervention, and policy education).

H. Contractual Costs

Total \$11,400

Mini-Grants

= \$ 11,400

Comprehensive Approach (4 @ up to \$1,500 each) **= \$6,000**

Coalition Building, Policy, & Data Collection, Plus 2 (2 @ up to \$1,200 each) **= \$2,400**

Coalition Building, Policy, & Data Collection, Plus 1 (2 @ up to \$1,000 each) **= \$2,000**

Coalition Building, Policy, & Data Collection (2 @ up to \$500 each) **= \$1,000**

Justification

The campus mini-grants will allow the project to provide Indiana campuses with resources and assistance needed to carry out comprehensive approaches to sexual violence primary prevention and will allow INCSAPPP staff to provide more technical assistance and project guidance in evidence-based approaches.

A. Salaries and Wages

\$42,329.75

B. Fringe Benefits

\$6,161.67

C. Consultant Costs

\$0

D. Equipment	\$0
E. Supplies	\$0
F. Travel	\$1,184
G. Other	\$23,924.90
H. Contractual	\$11,400
 ROUNDED PROJECT COSTS:	 \$85,000.32
ROUNDED TOTAL	\$85,000.00

Attachment B
C.F.D.A. Title: Injury Prevention and Control Research and State and Community Based Programs
EDS # A70-4-009029

Federal Agency: Centers for Disease Control and Prevention

C.F.D.A. Number: 93.136

Award Number: 5VF1CE00####-01 [ISDH will provide the exact number upon receipt]

Award Name: Sexual Violence Prevention and Education

Award Year: FFY 2014

1. Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Centers for Disease Control and Prevention relating to the program 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 Public Health Service Act, Sections 301, 317, 391, 392, 393, and 394, as amended, 42 U.S.C. 241 and all other referenced codes and regulations.
- b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.
- c. 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 <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2. Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3. Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4. Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

Attachment B
C.F.D.A. Title: Injury Prevention and Control Research and State and Community Based Programs
EDS # A70-4-009029

5. Federal Information Security Management Act (FISMA):

The Contractor or Grantee must protect all information systems, electronic or hard copy which contain federal data from unauthorized access. Congress and the Office of Management and Budget (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. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6. Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR 25.110. Additionally, the entity must review and update the information at least annually after the initial registration.

7. Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8. Federal Funds Disclosure Requirements:

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

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

This publication (journal article, etc.) was supported by the Sexual Violence Prevention and Education award 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.

9. 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.

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

Attachment B
C.F.D.A. Title: Injury Prevention and Control Research and State and Community Based Programs
EDS # A70-4-009029

10. Federal Funding Accountability and Transparency Act (FFATA):

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

11. Federal Lobbying Requirements:

- A. The Contractor 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 Contractor, 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 Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Office of Grants Management.

Transparency Reporting Subawardee Questionnaire
(DUNS number must be listed otherwise a delay will occur in the contract signatory process)

EDS Number	A70-4-009029
Grant Name	Rape Prevention and Education
Grant Award Number	VF1CE002222
ISDH Program Investigator/Director	Katie Jones
Subawardee Name	Purdue University
Address	Senior State Account Manager 155 South Grant Street, Young Hall West Lafayette, IN 47907-2114
Subawardee DUNS Number MUST BE COMPLETED	072051394
Sub Award Total	\$85,000
Sub Project Manager	

Organization is defined as the legal entity to which this grant is awarded, represented by the above-referenced DUNS number.

Criteria	Yes/No
1 In your organization's preceding completed fiscal year, did your organization receive 80% or more of your annual gross revenue in US federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	N
2 In your organization's preceding completed fiscal year, did your organization receive \$25,000,000 or more in annual gross revenues from US federal contracts, subcontracts, loans, grants, subcontracts, and/or cooperative agreements?	Y

If you answered **YES** to **BOTH** Criteria 1 and 2...

3 Does your organization provide Total Compensation and Names of the top five (5) executives of your organization to the SEC through existing reporting mechanisms?	Y
Information available via Section 6104 of IRS Code of 1986	

and Indiana Access to Public Records Act.
Only if you answered **YES** to **BOTH** Criteria 1 and 2 **AND NO** to Criteria 3 please provide Total Compensation and Names of the top five (5) executives of your organization below

Executive Name and Title	Total Compensation
1	
2	
3	
4	
5	

Completed By: Kenneth W. Suter Date: 09/27/2013

Title: Contract Analyst E-mail Address: spscontr@purdue.edu

DUNS number must be verified and complete before submitting this form.

IN State Department of Health
Office of Grants Management