

11775  
NOV 21 2007

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

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.

AGENCY INFORMATION	
14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Rita Hope	18. Telephone #: 317.233.9256
19. E-mail address: rhope@isdh.in.gov	
COURIER INFORMATION	
20. Name: Steve Martin	21. Telephone #: 317.233.7573
22. E-mail address: smartin@isdh.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000078886	
24. Name: INDIANA FOUNDATION OF DENTISTRY F/T HAN	25. Telephone #: 3176316022
26. Address: DENTISTRY FOR THE HANDICAPPED 1800 15TH ST. UNIT 100 DENVER, CO 80202	
27. E-mail address: fleviton@nfdh.org	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	30. If yes, list the %: Minority: % Women: %
31. Sub Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	32. If yes, list the %: Minority: % Women: %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): NONE	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This line item appropriation was authorized by the General Assembly to address a need for access to dental care for the elderly and disabled population whose needs are not being met by existing public assistance	
38. Justification of vendor selection and determination of price reasonableness: Indiana Donated Dental Services (IDDS) operates a highly efficient system for delivery of oral health services. IDDS utilizes volunteer dentists and laboratories to provide needed services to handicapped individuals who would not otherwise receive treatment	
39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)	
40. Agency fiscal officer or representative approval 	41. Date Approved 11-20-07
42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval 	45. Date Approved 12/7/07
46. Agency representative receiving from AG	47. Date Approved

1. EDS Number: a70-8-069133	2. Date prepared: 10/4/2007
3. CONTRACTS & LEASES	
Professional/Personal Services <input checked="" type="checkbox"/> Contract for procured Services	Grant <input type="checkbox"/> Maintenance
Lease <input type="checkbox"/> License Agreement	Attorney <input type="checkbox"/> Amendment#
MOU <input type="checkbox"/> Renewal #	QPA <input type="checkbox"/> Other
FISCAL INFORMATION	
4. Account Number: 1000-10101	5. Account Name: Donated Dental Services
6. Total amount this action: \$42,932.00	7. New contract total: 42,932.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2008	\$42,932.00
Year	\$
Year	\$
Year	\$
TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 1/12/2008	12. To (month, day, year): 6/30/2008
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement RFP# Other (specify)	



23637-000

CLEARANCE STATUS

KEY:


	Not Cleared
	No Match
	Part Match

510 Department of Workforce Development  
DOR Department of Revenue

REQUEST ID	CLEARING AGENCY	REQUESTING AGENCY	REQUESTED DATE	FEDERAL ID	COMPANY NAME	CLEARANCE RESULT	PROCESSED DATE	COMPANY NAME ON FILE	DBA ON FILE
16919	510	400	11/20/2007	931025274	Indiana Foundation of Dentistry for the Handicapped	No Match	11/21/2007	INDIANA FOUNDATION OF DENTISTRY FOR THE HANDICAPPED	
125588	DOR	400	11/20/2007	931025274	Indiana Foundation of Dentistry for the Handicapped	CLEARED	11/21/2007		

**GRANT AGREEMENT  
EDS # A70-8-069133**

1000-572900-101010  
DD 949-1



This Grant Agreement, entered into by and between the **Indiana State Department of Health** (the "State") and **Indiana Foundation of Dentistry For The Handicapped** (the "Grantee"), 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. Purpose of this Grant Agreement**

The purpose of this Grant Agreement is to enable the State to award a grant from the State of Indiana's Federally Funded Donated Dental Services Fund of up to \$42,932 to the Grantee for eligible costs of the project (the "Project") as described in Attachment A of this Grant Agreement, which is attached hereto and incorporated herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The State may authorize an amount up to 10% greater than the above amount should it be deemed necessary by the State to accomplish the purpose of this Grant Agreement. Also the State may finally authorize an amount not less than 90% of the above amount should it be determined by the State that the maximum amount of this Grant Agreement is not necessary for the completion of the project described in Paragraph 3. In no event shall the increase or decrease in the amount of this Grant Agreement be greater than \$25,000. This will make the most efficient use of the total grant money distributed between multiple grantees. Should the State make the determination to increase or decrease the amount of this Grant Agreement under this paragraph the State will notify the Grantee in writing.

**2. Term**

This Grant Agreement shall commence on January 12, 2008, (the Commencement Date) and shall remain in effect through June 30, 2008, (the Expiration Date). In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

**3. Design and Implementation of Project**

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in the grant application and in Attachment A. The Grantee agrees to complete the Project in accordance with the plans and specifications contained in its application which is on file with the State and is incorporated by reference.

**4. Monitoring Reviews by the State**

The State may conduct an on-site monitoring review of the Project. The monitoring review may document any of the following:

- A. Whether Project activities are consistent with those set forth in Attachment A, the grant applications, and the terms and conditions of the Grant Agreement.

- B. A complete, detailed analysis of actual state, local, or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Attachment A.
- C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.
- D. A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

## **5. Payment of Grant Funds by the State**

Payment of this Grant by the State shall be made in accordance with the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
- B. All items required by Attachment A must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Attachment A must be met to the State's satisfaction.
- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms to the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report as described in Paragraph 4 of this Grant.
- F. Failure to complete the Project and expend state, local or private funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all state funds expended that are not in the scope of this Project or the Budget.
- G. All payments shall be made in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.

- H. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.

## **6. Audits and Maintenance of Records**

- A. Following the termination of this Grant Agreement, the Grantee shall secure an audit of grant funds. An independent public accountant or certified public accountant (Auditor) or the State Board of Accounts shall conduct this audit in accordance with Generally Accepted Government Auditing Standards ("GAGAS") and any other applicable audit guidelines or any standards specified by the State or the federal government. These standards include Indiana Code 5-11-1 and the Indiana State Board of Accounts publication "Guidelines for the Examination of the Entities Receiving Financial Assistance from Governmental Sources." The federal Office of Management and Budget Circular A-133 (Audits of Institutions of Higher Education and Other Non-Profit Organizations) may also apply. The Grantee must submit the audit either thirty (30) days after receipt of the Auditor's report(s) or nine (9) months after the close of the audit period, whichever is earlier, unless the ISDH Audit Section provides a written waiver. The Grantee agrees to provide a readable copy, or original, if requested by the State, of all audits secured by the Grantee to meet this provision. The Grantee must also provide a copy of its "Entity Annual Report" (Form E-1) to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Grantee agrees to provide the Indiana State Board of Accounts an original of all financial and compliance audits and the original Grantee's "Entity Annual Report" (Form E-1). Should the Grantee be an agency of the State of Indiana or a local or quasi-governmental agency, the requirement to submit the Grantee's "Entity Annual Report" (Form E-1) to the State and the State Board of Accounts is waived.
- B. The Grantee's audit shall be an audit of the actual entity or the distinct portion thereof that performs the functions of the Grant Agreement, and not of a parent, member, or subsidiary corporation of the Grantee, unless the Indiana State Board of Accounts or State requests an expanded audit. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.
- C. The State and the Indiana State Board of Accounts reserve the right to approve any auditor who conducts the audit. If the State requests, the Grantee shall require its sub-grantees to secure audits in accordance with subparagraph A), and to timely file all reports required by the Indiana State Board of Accounts.

- D. Grantee shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Grantee's program and financial activities under this grant and Grantee's claims for reimbursement as required by law, and any other evidence which, according to generally accepted accounting procedures, identifies costs attributable to the services specified on 'Attachment A' of this Grant Agreement and any other documents required under the terms of this Grant Agreement. The Grantee shall comply with the cost principles set forth in Office of Management and Budget Circular A-122. The Grantee shall maintain a written cost allocation plan identifying procedures for attributing costs to each component code and service.

The State may require more restrictive fiscal accountability, beginning upon written notice, if the State determines the Grantee is financially unstable, has a history of poor accountability, or has a management system that does not meet the standards required by the State of Indiana or the United States Government.

- E. The Grantee must use internal controls that assure: 1) the reliability of financial information and records; 2) effectiveness and efficiency of operations; 3) proper execution of management's objectives; and 4) compliance with laws and regulations. Sufficient internal controls include but are not limited to segregation of duties and safeguarding controls over cash, other assets, and information processing.
- F. Upon written demand by the State, the Grantee will repay the State all money paid during any period of time when an audit showed inadequate fiscal documentation.
- G. If the State finds an audit exception, it may set off the amount against current or future allowable invoices, demand a cash payback, withhold payment of current invoices, or avail itself of any combination of the above remedies.

## **7. Project Budget and Budget Modification**

The approved Project Budget is set forth in Attachment A of this Grant Agreement or Grantee's approved grant application. The Grantee shall not spend more than the amount for each line item, as described in their Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local or private share be amended without the prior written consent of the State.

## **8. Statutory Authority of Grantee**

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

## **9. Use of Grant Funds by Grantee**

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to provide access to dental care for the elderly and disabled population whose needs are not being met by existing public assistance as described fully in Attachment A and for no other purpose.

## 10. Compliance with Laws

- A. The Grantee 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 regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder; and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code §§ 4-2-6-12 and 4-2-7, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State may be withheld from payments due to the Grantee. Additionally, further payments may be withheld, delayed, or denied and/or this Grant Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any supplement, amendment or contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny funding to the Grantee, the Grantee may request that funding be continued. The Grantee 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 Grantee warrants that the Grantee and its subcontractors, if any, shall obtain and maintain all required permits, licenses, 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 is a material breach and grounds for immediate termination of this Grant Agreement and denial of further payment by the State.
- G. The Grantee hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

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

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

## **11. Drug-Free Workplace Certification**

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

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

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

- A. Publishing and providing to all of its employees a statement notifying the employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and



- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

## **12. 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 Grant Agreement, it 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.

## **13. Information Technology Accessibility Standards**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

## **14. Nondiscrimination**

- A. 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant Agreement 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 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

- B. The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

### **15. Notices to Parties**

Whenever any notice, statement or other communication is required under this Grant, it shall be sent to the following addresses, unless otherwise specifically advised.

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

Notices to the Grantee shall be sent to:

Indiana Foundation of Dentistry For The Handicapped  
ATTN: Fred Leviton  
VP/Chief Operating Officer  
401 West Michigan Street  
P.O. Box 872  
Indianapolis, IN 46206-0872

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

### **16. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: A) Grant Agreement, B) attachment(s) prepared by the State, and C) Grantee's Grant Application. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

### **17. Renewal**

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

## **18. Termination for Convenience**

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

## **19. Access To Records**

The Grantee and its subgrantees shall maintain all books, documents, papers, accounting records, and other evidence (Records) pertaining to all costs incurred under this Grant Agreement for inspection by the State or its authorized representatives. Copies of the Records shall be furnished at no cost to the State if requested. The Grantee and its subgrantees shall make all Records available at their respective offices at all reasonable times during the Grant Agreement period and for three (3) years from the date of final payment under the Grant Agreement or longer if an audit has been completed and all audit exceptions have not been cleared by the State.

## **20. Additional Payment Terms**

- A. The State disburses grant funds on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed invoices from the Grantee. Invoices are due by the 20th day after the end of each month.
- B. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any invoice submitted after sixty (60) days will not be reimbursed by the State.
- C. All equipment purchased with federal funds is subject to 45 CFR 92.32.
- D. No expenses for travel will be reimbursed unless specifically permitted under the scope of services, consideration or cultural competency provisions. Expenditures made by the Grantee 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.

## **21. Amendments**

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

## **22. Authority To Bind**

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

## **23. Confidentiality Of State Information**

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

The parties acknowledge that the services to be performed by Grantee for the State under this Grant Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information 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 Grantee 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) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Grantee, Grantee 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 Grant Agreement.

If applicable, attached hereto and incorporated herein by reference as an Attachment is a copy of Grantee's internal privacy/confidential information policy. Grantee agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Grantee by the State under the terms of this Grant Agreement.

## **24. Cultural Competency**

- A. If this Grant Agreement involves direct public contact, the State will offer training in culturally appropriate responses to the current cultural profile of the communities served by this Grant Agreement. This training conforms to U.S. Department of Health and Human Services' (HHS) Office of Minority Health (OMH) standards.
- B. The Grantee agrees to participate in one session of the cultural competency training. The State Health Commissioner may waive this training requirement for either the Grantee or the subgrantee upon proof that the party attended cultural competency training no less than one year before the beginning date of this Grant Agreement. If the Grantee or the subgrantee can not show evidence that a representative has received approved cultural competency training within the last year, it shall send a representative to this training. The Grantee shall ensure that a representative of each subgrantee that has public contact attends this training as well.

- C. The State's cultural competency training is free. The State will reimburse travel and incidental expenses up to the maximum allowed by state rules or up to the maximum allowed by the Grant Agreement, whichever is less. The Grantee or subgrantee will pay any travel and incidental expenses over the maximum reimbursable amount. When the Grantee receives a Cultural Competency Assessment form, it must complete the form and return it to the Cultural Diversity Enrichment (CDE) Division within thirty (30) days of receipt.

## **25. Disputes**

- A. Should any disputes arise with respect to this Grant Agreement, the Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Grant Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs. If the State and the Grantee cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Grantee and the State within ten (10) working days after presentation of such dispute for action. The 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 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, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
  2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant Agreement will not be cause for Grantee to terminate this Grant Agreement, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

## **26. Federal Funding Information and Compliance – Not Applicable**

## **27. Federal Funds Disclosure – Not Applicable**

## **28. Federal Lobbying Requirements – Not Applicable**

## **29. Governing Laws**

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

## **30. Indemnification**

The Grantee 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 Grantee and/or its subgrantees, if any, in the performance of this Grant Agreement. The State shall **not** provide such indemnification to the Grantee.

## **31. Independent Contractor**

Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subgrantees of the other party.

The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

## **32. Licensing Standards**

The Grantee, its employees and subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant Agreement. The State will not pay the Grantee for any services performed when the Grantee, its employees or subgrantees 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 Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

## **33. Ownership of Documents and Materials**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee 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 Grant Agreement performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee 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 Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

#### **34. 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.

#### **35. Progress Reports**

- A. The Grantee 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. The failure to provide progress reports as requested by the State is considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all Grant Agreement payments, and/or suspension of the Grantee'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 Grant Agreement.

#### **36. Remedies Not Impaired**

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

#### **37. Security and Privacy of Health Information**

If any final regulation or body of regulations relating to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement.

The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof, and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect.

If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated the Grantee shall return all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form.

### **38. Severability**

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

### **39. 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 Grantee as a result of this Grant Agreement.

### **40. Waiver of Rights**

No right conferred on either party under this Grant Agreement shall be deemed waived, and no breach of this Grant Agreement excused, unless such waiver 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 Grant Agreement shall be construed to operate as a waiver of any rights under this Grant Agreement or of any cause of action arising out of the performance of this Grant Agreement, and the Grantee shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Grantee's negligent performance of any of the services furnished under this Grant Agreement.

### **41. State Boilerplate Affirmation Clause**

The State swears or affirms that it has not altered, modified or changed the State's Boilerplate contract clauses (as defined in the March 2007 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

The following clauses had minor modifications:

Access to Records  
Audits and Maintenance of Records  
Confidentiality Of State Information  
Order of Precedence  
Progress Reports  
Security and Privacy of Health Information

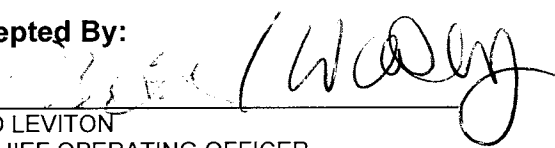
### **Non-Collusion and Acceptance**

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




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

**Accepted By:**

  
FRED LEVITON  
VP/CHIEF OPERATING OFFICER  
INDIANA FOUNDATION OF DENTISTRY FOR THE  
HANDICAPPED

DATE: 11/9/07

**Certification of Funds:**

  
BEVERLY S. FLANAGAN  
DEPUTY DIRECTOR OF BUSINESS PROCESSES  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

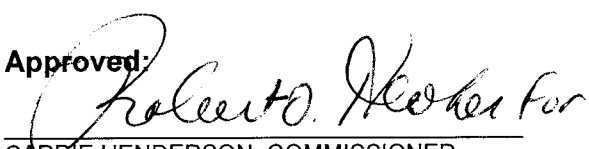
DATE: November 20, 2007

**Recommended and Approved By:**

  
LANCE RHODES  
CHIEF FINANCIAL OFFICER  
OPERATIONAL SERVICES  
INDIANA STATE DEPARTMENT OF HEALTH

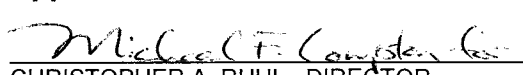
DATE: 11/20/07

**Approved:**

  
CARRIE HENDERSON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

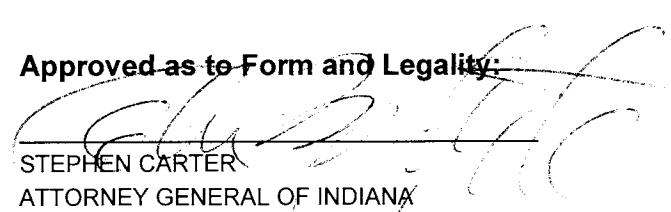
DATE: 11/27/07

**Approved:**

  
CHRISTOPHER A. RUHL, DIRECTOR  
OFFICE OF MANAGEMENT and BUDGET  
STATE OF INDIANA

DATE: 11/30/07

**Approved as to Form and Legality:**

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 12/2/07



**RECEIVED**  
EXECUTIVE DOCUMENTS SUMMARY  
State Form 41221 (R10/4-06)

Instructions for completing the EDS Summary Contract process.

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.

**DEPARTMENT OF ADMINISTRATION  
CONTRACTS DIVISION**

1. EDS Number: D3-8-0575	2. Date prepared: 11/7/2007
<b>3. CONTRACTS &amp; LEASES</b>	
<input checked="" type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input type="checkbox"/> Renewal # <input type="checkbox"/> Other
<b>FISCAL INFORMATION</b>	
4. Account Number: 3680-10461.572500	5. Account Name: 2006 JUVENILE ACCOUNTAB
6. Total amount this action: \$5,000.00	7. New contract total: 5,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year: Year 2006 \$5,000.00 Year \$ Year \$ Year \$	
<b>TIME PERIOD COVERED IN THIS EDS</b>	
11. From (month, day, year): 10/1/2007	12. To (month, day, year): 3/31/2008
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input checked="" type="checkbox"/> Other (specify) GRANT APP	
35. Will the attached document involve data processing or telecommunications systems? Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 5-2-6	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This program provides states and units of local government with funds to reduce juvenile offending through accountability-based initiatives focused on both the offenders and the juvenile justice system.	
38. Justification of vendor selection and determination of price reasonableness: Grant recipients were chosen on the basis of the quality and necessity of services described in their application towards efforts to reduce juvenile offenses and increase accountability for a 6 month award cycle. Each 6 month proposal was reviewed by the ICJI staff and the outcome of the review was provided to the Juvenile Justice State Advisory Group.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) This contract was submitted late due to agency efforts to align the state award cycle with the federal award cycle.	
40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 11/8/07
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 2/6/07

<b>AGENCY INFORMATION</b>	
14. Name of agency: Criminal Justice Institute	15. Requisition Number:
16. Address: Criminal Justice Institute Procurement Div. 101 W WASHINGTON STREET INDIANAPOLIS, IN 46204	
<b>AGENCY CONTACT INFORMATION</b>	
17. Name: Tanya E. Johnson	18. Telephone #: 317/233-3340
19. E-mail address: tanjohnson@cji.in.gov	
<b>COURIER INFORMATION</b>	
20. Name: Lynn Kirkland	21. Telephone #: 317-234-4387
22. E-mail address: lkirkland@cji.in.gov	
<b>VENDOR INFORMATION</b>	
23. Vendor ID # 0000064075	
24. Name: CLAY COUNTY	25. Telephone #: 812-448-9034
26. Address: AUDITOR 609 EAST NATIONAL AVE BRAZIL, IN 47834	
27. E-mail address: cathyj@claycountyin.gov	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: % Women: %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: % Women: %
33. Is there Renewal Language in <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
42. Budget agency approval <i>[Signature]</i>	
43. Date Approved 12/3/07	
46. Agency representative receiving from AG	
47. Date Approved	



24148-000

## **GRANT AGREEMENT (JABG)**

This Grant Agreement, entered into by and between the Indiana Criminal Justice Institute (the "State") and Clay Circuit Court (the "Grantee"), 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. Purpose of this Grant Agreement.**

The purpose of this Grant Agreement is to enable the State to award a grant of Five Thousand Dollars and No Cents (\$5,000.00) to the Grantee for eligible costs of the project (the "Project") or services as described in Exhibits A, B, C and D of this Grant Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in Indiana Code 5-2-6 establishing the authority to make this Grant, as well as any rules adopted thereunder.

### **2. Term.**

This Grant Agreement shall be effective for a period of (6) six months. It shall commence on October 1, 2007 and shall remain in effect through March 31, 2008. The term of this agreement may be extended by mutual consent of both parties based upon the State's continued need for services provided pursuant to this grant as described in Exhibits A, B, C and D of this Grant agreement, attached hereto and incorporated fully herein.

### **3. Design and Implementation of Project.**

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A. Modification of the Project shall require prior written approval of the State. The Grantee shall abide by the timeline provided for the project as set forth in Exhibit A. The grantee shall abide by the budget to the Project as set forth in Exhibit B. The Grantee shall implement the Project according to the Project narrative provided in Exhibit C, including the Grantee's plan for measurement of outcome and output.

### **4. Monitoring Reviews by the State.**

The Grantee shall maintain proper accounting records for the scope of all services of this grant and provide for an accounting of all charges and expenditures as may be necessary for audits. Scheduled or surprise on site visits should be expected by the Grantee to ensure Project compliance and proper accounting records for this and any other grant this Grantee receives from the State.

The Grantee agrees to meet with State staff, if requested, at the beginning for the grant period as needed throughout the grant. The Grantee further agrees to have a representative attend any federally or state sponsored training that the State schedules during the grant period.

The Grantee agrees to abide by all the regulations related to federally funded initiatives. The Grantee agrees to complete all required Project reports in a timely manner. The Grantee further agrees to submit any statistical information required by the State.

### **5. Payment of Grant Funds by the State.**

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

- A. This Grant Agreement must be fully executed.
- B. All evidentiary materials required by the State and the Board of Trustees of the Indiana Criminal Justice Institute for the Grant application and approval process are attached hereto as Exhibits A, B, C and D. All conditions specified in Exhibits A through D must be met to the State's satisfaction.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Unless authorized by statute and previously agreed, all payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items as set forth in Exhibit D. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- E. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.
- F. All equipment purchased with grant funds for \$5,000 or more becomes property of the State and shall not be sold or disposed of without written consent from the State.
- G. If this Grant allows travel reimbursement, Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. Grantee's travel expenses can only be reimbursed in accordance with the current State Travel Policies and Procedures in Financial Management Circular #2003-1. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) may be denied unless submitted at least four (4) weeks before the scheduled travel date. If Grantee anticipates a problem with this policy, Grantee must contact the Deputy Director of Programs at least six (6) weeks before the scheduled travel date, in writing and explain the conflict.
- H. The Grantee shall submit to the State written progress reports until the completion of the project. These reports shall be submitted on a [**quarterly**] basis. These reports must detail progress made toward the completion of the Project described in Exhibit A.
- I. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant Agreement, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report as described in Paragraph 4 of this Grant Agreement.
- J. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in State grant Projects until such time as all

material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended that are not in the scope of this Project or the Budget.

- K. 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 Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.

## **6. Audits and Maintenance of Records.**

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

## **7. Project Budget and Budget Modification.**

The approved Project Budget is set forth as Exhibit B of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in the Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the State.

## **8. Statutory Authority of Grantee.**

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

## **9. Use of Grant Funds by Grantee.**

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose.

## **10. Conflict of Interest.**

- A. As used in this section:

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

"Interested party," means:

1. The individual executing this Grant;
2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Grant Agreement without recourse by Grantee if any interested party is an employee of the State of Indiana.

- C. The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of State employees. The Department may take action, including cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this section.
- D. Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

#### **11. Drug-Free Workplace Certification.**

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

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

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

- A. Publishing and providing to all of its employees a statement notifying them employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

- 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

## **12. Funding Cancellation.**

When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **13. Compliance with Laws.**

a. The Grantee 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 regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

b. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code §§ 4-2-6-12 and 4-2-7.

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

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

e. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny funding to the Grantee, the Grantee may request that funding be continued. The Grantee 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. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

g. The Grantee warrants that the Grantee 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 is a material breach and grounds for immediate termination of this Grant Agreement and denial of further payment by the State.

h. The Grantee hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

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

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

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.

#### **14. Nondiscrimination.**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its Sub-Grantees shall not discriminate against any employee or applicant for employment in the performance of this Grant Agreement. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Grant Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

#### **15. Order of Precedence.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Attachments prepared by the State, (3) Attachments prepared by Grantee; (4) the Grant Application.



#### **16. Termination for Convenience.**

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

#### **17. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the March, 2007 IDOA *Professional Services Contract Manual*) in any way except for the following paragraphs:

**#3 Design and Implementation of Project - modified**

**#4 Monitoring reviews by the State – modified**

**#5 Payment of Grant funds by the State**

#### **18. Non-Collusion and Acceptance.**

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

**The rest of this page is left blank intentionally.**

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

Grantee: Clay Circuit Court

By: Joseph D. Trout

Printed Name: Joseph D. Trout

Title: Presiding Judge

Date: 10/19/07

Indiana Criminal Justice Institute:

Michael W. Cunegin, II

Michael W. Cunegin, II

Executive Director

Date: 11-07-07

Department of Administration

Carrie Henderson

Carrie Henderson, Commissioner

Date: 11-14-07

State Budget Agency

Christopher A. Ruhl

Christopher A. Ruhl, Director

Date: 12/3/07

Approved as to Form & Legality:

Office of the Attorney General

Stephen Carter

Stephen Carter, Attorney General

Date: 12/6/07