15 Requisiti Number

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Department of Health

14 Name fagency

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AGENCY INFORMATION

P OCH DOIS

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

I struction for completing the EDS and the Contract process

1 Please read the gildelles on the back of thi form 2 Please type II informatio 3 Check II bo es that apply 4 For amendments / renewals attach onginal contract.			
5 Attach additional pages if		AGENCY CONTACT INFOR	MATION
6955	4/25/	17 Name	18 T lephone #
1 FDS Number	2 Dat prepared	Katie Jones	317/233-9156
A70-4-009030	8/23/2013	19 E-mail address	
3. CÓNTRAC	TS & LEASES	kajones@isdh in gov	
Professional/Personal Services	X C ntract to procured Services	COURIER INFORMA	ŤION
Grant	Maintenance	20 Name	21 T tephone #
Lease	License Agreement	Jennsfer Myers	317 233-7853
- Attorney	Amendment#	22 E mail addres	
MOU	— Renewal #	myers@isdh in gov	
QPA	Other	VENDOR:INFORMAT	FION
		23 Vendor ID # 000000746	
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4 Account N mber 61910-94000	5 Account Name ISDH DHHS Find	PURDUE UNIV	765-496-3515
6 Total amount this action	7 New contract total	26 Address 155 S GRANT ST	
\$77 000 00	77,000 00	YOUNG HALL RM 710	
8 Reven gen rated this action	9 R enue generated total contract:	WEST LAFAYETTE IN 47907 21	14
\$0.00	\$0.00	27 E-mail address mwpcarson@purdue edu	
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35 W II th attached document I data	processi g or lecommunications system ()?	Yes 10T or Delegate has gned	ff on contract
36 Statutory Authority (C applicabl India 42 USC SECTION 2478 & 2808-18	ana i deral Code)		
37 Description f work and just f cation f spending money (Pleas git bri f de p f he cope f 'ork included i hi gre m) The contract funds Purdue Uni ersity and Multicultural Efforts to End Sexual Assaul (MESA) \$77 000 to continue its work providing cultural capacity tra ning to profess onals to increase their bility to mobilize and work with underserved communities MESA will also provide educa on to Latino/Migrant Farm Worker and LGBTQ+ populations in FY to increase sexual rolence primary prevention knowledge and will work with these communities to dev lop community action plans. MESA will lead ub-committee for the Sexual V lence Primary Prevention Counc l This ork was identified as priority the start sexual rolence primary prevention plan priority for the CDC the new project period			
38 Justification f endor selection and determination f price reasonableness MESA instituted proposal to ISDH that demonstrated the capability to carry out the deliverables utilized. Attachment A to the standards of ISDH and the CDC cost -efficient manner and continues to perform box expectations. MESA institutably recognized leader this field and indentified as the entity responsible for the work in Indiana security to lead to lead to the standards of ISDH and the CDC cost -efficient distribution in Indiana security responsible for the work in Indiana se			
39 If the contract submitted lat please explain why (Required fm re han 30 day lat)			
40 Aggrand Scal flicer of the character of	10/7/13	42 Budget agency approval	43 Date Appro ed
44 Attorney General Office approval	45 Date Approved	46 Agency representate recei ng from AG	47 Date Appro ed
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CONTRACT BETWEEN THE STATE OF INDIANA AND A STATE EDUCATIONAL INSTITUTION EDS# A70-4-009030

61910-531010-4003610153300 RP 207 2

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 cultural capacity training to professionals and community mobilization and sexual violence education to community members. 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 \$77,000

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 anse 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

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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 ansing 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 Warver 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 Travei

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 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 termination 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 Lafavette 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 penjury 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 Women's and Business Enterprises Compliance **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 authorized representatives entered into this Contract the foregoing terms of this Contract, do by their response to the contract of the contr	t The parties having read and understood
to the terms thereof	
Accepted By	Approved By Mich
PURDUE SPONSORED PROGRAM SERVICES	CHRIS MICKENS
PURDUE UNIVERSITY	CHIEF INFORMATION OFFICER
Kenneth W Suter	ORERATIONAL SERVICES COMMISSION
Contract Analyst	INDIANA STATE DEPARTMENT OF HEALTH
DATE	DATE 10/4/13
DATE	DATE.
Λ	, ,
Recognificended and Approved By	
WILLIAM C VANNESS II MD STATE HEALTH COMMISSIONER	
INDIANA STATE DEPARTMENT OF HEALTH	
DATE 10/7/13	
Approved	Approved
Mark a Vangue (for)	Wen Pina (for)
JESSICA ROBERTSON COMMISSIONER	PAUL BALTZELL
DEPARTMENT OF ADMINISTRATION STATE OF INDIANA	CHIEF INFORMATION OFFICER INDIANA OFFICE OF TECHNOLOGY
DATE. 10-9-2017	DATE 9 OCT-2013
Approved as to Form and Legality	Approved
Swawsh gan (601)	CAK (for)
GREGORY F ZOELLER	BRIAN E BAILEY DIRECTOR
ATTORNEY GENERAL OF INDIANA	STATE BUDGE T AGE NCY STATE OF INDIANA
DATE 10/21/13	DATE Nolulis

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
Kimber Nicoletti MESA Director
Phone (765) 494-6871
E mail Address knicolet@purdue edu

Grantee Fiscal Contact
Beverly Logsdon, Purdue Sponsored Program Services
Phone (765) 494 5367
E mail Address logsdonb@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. MESA (Multicultural Efforts to End Sexual Assault) is responsible for several of the outcomes stated in Indiana's five-year state plan to prevent sexual violence entitled *Indiana's Commitment to Primary Prevention A State Free of Sexual Violence ~2010 2015* This year MESA will a) Work with the Latino/Migrant Farm Worker and LGBTQ+ populations to provide education on sexual violence primary prevention and risk and protective factors b) Develop community action plans with each of the aforementioned populations c) Conduct evaluations of the strategy d) Provide cultural competency training and technical assistance to professionals throughout the state including RPE funded organizations

Justification of Selection and Determination of Price Reasonableness

The MESA program has a wealth of expertise and experience in approaching sexual violence prevention from a culturally appropriate framework in various communities. Additionally MESA has developed long standing relationships with key stakeholders in these communities which facilitates work progress MESA, through their proposal is the most capable initiative in Indiana with the capacity expertise and partnerships to complete the following deliverables in a cost-effective manner. MESA is also identified as the entity responsible for several of the objectives in the state plan.

Deliverables

Under this grant agreement, MESA will be expected to

- Serve as the Chair of the Priority Populations subcommittee on the Sexual Violence Primary Prevention Council (SVPPC)
- Provide education to the Latino/Migrant Farm Worker and LGBTQ+ populations on sexual violence primary prevention, including risk and protective factors in an efforts to increase knowledge and skills
- Work with the aforementioned populations to create community action plans
- Conduct evaluation on these strategies and report findings to ISDH
- Develop and hold trainings on inclusion and mobilization of targeted communities
- Train 200 professionals on including and mobilizing target communities in sexual violence primary prevention, including RPE funded programs
- Provide technical assistance for organizations to develop culturally specific outreach strategies in sexual violence primary prevention.
- Provide technical assistance to Indiana organizations and RPE partners through on site visits webpage and other forms of technology
- Maintain MESA Web site and social networking sites to increase access to information and resources on culturally relevant primary prevention of sexual violence
- Supervise MESA student workers on projects related to outreach training and materials creation
- Submit monthly reports on all objectives to ISDH

November 1, 2013-October 31, 2014 Budget \$77,000

MESA REVISED BUDGET FY 2013 2014

A. PERSONNEL	\$46,492 80
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Administrative personnel for the MESA project include the project Director for 100% FTE and a work study student worker. Personnel salary and wages include a 0% raise factor.

orm prompt programme at organization programme and the programme of a continuous and the continuous and t			
Position Title and Name	Salary & Base	Time Am	ount Requested
Director	\$43 005	100% 12 months	\$43 005
Kımber Nıcolettı			
Work Study (TBA)	\$2 25/hr	22 6 hrs/wk for 52 wks	\$2 644 20
Technology Support	\$42 180	2%	\$843 60
Craig Personett			

Craig Personer
Justification

The Director/Principal Investigator directs overall operations of the project and is responsible for overseeing the development and implementation of project activities collaboration with other organizations conducting meetings overall project evaluation, staff performance and ensuring necessary reports and documentation are submitted to ISDH. Student worker provides assistance to the Director in data collection, organization of program materials and maintenance of the webpage and social media.

B FRINGE BENEFITS \$15,546 44

 Director 34 9% of \$43 005
 =
 \$15 008 75

 Work Study (TBA) 9 2% of \$2644 20
 =
 \$243 27

 Technology Support 34 9% of \$843 60
 =
 \$294 42

Justification

Associated fringe benefits include FICA, medical insurance and retirement as well as graduate fee remission. Percentages are based on current benefits obtained by each employee

C TRAVEL		\$5,338
In State Travel		·
Director		
Mileage	44 trips x 130 miles r/t @, \$0 44/mile	\$2,516 80
_	6 trips x 380 miles r/t @ \$0 44/mile	\$1 003 20
Per Diem	10 days x 1 persons @ \$26/day	\$260
Lodging	10 nights x 1 persons @ \$89/night	\$890
MESA Volunteers		
Lodging	2 nights x 2 persons @ \$89/night	\$ 356
Per Diem	2 days x 2 persons @ \$26/day	\$104
Transportation	8 days x \$26/day car rental	\$208
Justification	•	

In-State travel covers programming activities meetings and trainings for the Director including per diem and lodging during community trainings and technical assistance visits and conducting focus groups. No out-of state travel to be covered by this funding. Subsistence/travel for volunteers participating in MESA outreach or assisting with training events.

D Equipment		50	
E Supplies		\$5,065	
Item (Type)	Cost Calculation	Amount Requested	
General Office Supplies	12 months x $$42/month = 504	\$504	
(pens pencils printing cartridge paper clips highlighters)			

The general office supplies are not related to specific trainings but rather day to day office transactions. This includes other general office supplies such as paper clips highlighters etc.

 Program Booklets
 425 x \$1/each
 \$425

 Colored paper
 20 reams x \$14/ream
 \$280

 White paper
 250 reams x \$4/ream
 \$1 000

This paper is training specific 24 trainings for a total of 1700 professionals (handouts information, training materials) 76 educational sessions for a total of 6050 participants (multiple hand-out printed for each participant at each session) 7500 materials printed for distribution with local organizations and service providers

Presentation binders

1 000 x \$1 60/each

\$1 600

Binders and paper are used for tailored and specific trainings and educational sessions. Due to RPE regulations prevention trainings require multiple sessions and binders are needed to organize session materials.

Miscellaneous training supplies		<u>\$1256</u>
Name badges 100bx @95 89 x3	\$287 67	
Poster board 5/pk @ \$ 8 99 pack x 20	\$179 80	
Color file jacks \$12 99 pack x 2	\$25 98	
Coded Labels 20.21 RL x 5	\$101 05	
Construction paper 20 packets @8 99	\$179 80	
Colored pencils 5 packets @ \$11 49	\$ 57 45	
Plastic Tote boxes 4 @ \$21 97	\$87 88	
Media boxes 9 @ \$10 35 each	\$93 15	
4x6 Index cards 500pk @16 29 x3	\$ 48 87	
Crates \$12 09 x 3	\$ 36 27	
Stainless steel scissors	\$ 5 08	
Refillable glue \$1 each x 13	\$13 00	
Washable paint \$10 Each x 4	\$ 40 00	
Flip charts 3pk @\$100	\$100 00	

Justification

Supplies General office supplies will be used by staff members to carry out daily activities of the program Postage for regular mailings related to grant work and shipping expenses for trainings and educational materials Paper is for trainings and in-office use Presentation binders are for trainings, as one requirement for MESA is to train professionals across the state Training materials (colored pencils construction paper paints, flip charts poster board etc) are necessary to meet MESA is grant objectives. File boxes and totes for storage and transportation of training materials to and from trainings and presentations. Files boxes are stored on university property

F Contractual	\$0
G Construction	\$0
H Other	\$4,558
Postage/Shipping & Printing	\$104

<u>Item</u>	Unit Cost	# Pieces	Est. Cost	Amount Requested
Postage	\$0 44	100	\$44	\$44
Shipping Justification	\$5 00	12	\$60	\$60

Postage Postage for trainings and educational materials

Shipping Shipping for larger items that must be mailed out

Printing Costs \$1,000

Program promotional materials sent to printers

<u>Justification</u>

Miscellaneous printing costs for trainings presentations outreach, etc

Room Rental 10 meetings x \$100/meeting \$1 000

Justification

For MESA meetings and training/focus groups as MESA must travel to communities in their work

Media Costs \$1,500

Justification

For website creation/maintenance and multimedia discs for MESA programming

Communication Fees \$954

Cell Phone Data Plan & Allowance \$72 x 100% x 12 months = \$864

Telephone $$5 \times 100\% \times 12 \text{ months } \times 1.5 \text{ staff} = 90

Justification

Cell phone data plan and allowance This program requires frequent travel, sometimes in isolated areas which makes program cell phone necessary 101 300 minutes/month is estimated Telephone Telephone and cell phone data plan to be used by project staff to coordinate daily activities of the program and to do outreach with underserved communities. The telephone line and cell phone minutes specified will be used exclusively for the purpose of the grant.

Budget Totals

A Personnel	\$46 492 80
B Fringe Benefits	\$15 546 44
C Travel	\$5 338
D Equipment	\$0
E Supplies	\$5 065
F Contractual	\$0
G Construction	\$0
H Other	\$4 558
TOTAL	\$77 000.24
ROUNDED TOTAL	\$77,000

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Attachment B

C F D.A. Title Injury Prevention and Control Research and State and Community Based Programs EDS # A70-4-009030

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
- 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 # A70-4-009030

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 # A70-4-009030

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