



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.

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11/21

SBS

1. EDS Number: A70-4-009030		2. Date prepared: 8/20/2014	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input checked="" type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# 3 <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: Multiple		5. Account Name: Multiple-Refer to Online	
6. Total amount this action: \$58,007.00		7. New contract total: 112,007.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2014 \$54,000.00			
Year 2015 \$58,007.00			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 2/1/2014		12. To (month, day, year): 1/31/2015	
13. Method of source selection:			
<input checked="" type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) <input type="checkbox"/> Special Procurement			
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 42 USC SECTION 247B & 280B-1B			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The contractor will work with the Latino/Migrant Farm Worker/LGBTQ populations to provide education on sexual violence primary prevention and risk and protective factors; develop community actions plans; work with six Indiana college campuses to provide coalition-building, policy guidance, etc, conduct evaluations of the strategy; provide cultural competency training and technical assistance			
38. Justification of vendor selection and determination of price reasonableness: MESA submitted a proposal to ISDH that demonstrated the capability to carry out the deliverables outlined in Attachment A to the standards of ISDH and the CDC in a cost-efficient manner and continues to perform above expectations. MESA is a nationally recognized leader in this field and is identified as the entity responsible for the Indiana's sexual violence primary prevention state plan.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval <i>Joseph J. J. J.</i>		41. Date Approved 9/8/14	
44. Attorney General's Office approval SW9		45. Date Approved 10/9/14	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 10/10/14	
46. Agency representative receiving from AG <i>[Signature]</i>		47. Date Approved	

AGENCY INFORMATION

14. Name of agency: Department of Health	15. Requisition Number: 0000026569
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Laura Chavez/Art Logsdon	18. Telephone #: 317/233-9156
19. E-mail address: lchavez@isdh.in.gov	

COURIER INFORMATION

20. Name: Michael Mendyk	21. Telephone #: 317-234-7728
22. E-mail address: mmendyk@isdh.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000000748	
24. Name: PURDUE UNIV	25. Telephone #: 765-494-1070
26. Address: 155 S GRANT ST YOUNG HALL RM 710 WEST LAFAYETTE, IN 47907-2114	
27. E-mail address: tpresutt@purdue.edu	
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/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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OCT 07 2014

OAG-ADVISORY

Amendment No. 3
EDS Number A70-4-009030 (RP 207-2)

This is an Amendment to the existing **Rape Prevention and Education Professional Services Contract** entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Purdue University** (hereinafter referred to as the "Contractor") for the period from **November 1, 2013 through October 31, 2014**, in the amount of **\$54,000**.

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

The amount of the Professional Services Contract is being increased by **\$58,007**, making the new total of the Professional/Personal Services Contract **\$112,007**. The additional funds will be used to **work with the Latino/Migrant Farm Worker/LGBTQ populations to provide education on sexual violence primary prevention and risk and protective factors; develop community actions plans; work with six Indiana college campuses to provide coalition-building, policy guidance, etc; conduct evaluations of the strategy; provide cultural competency training and technical assistance.** Activities are described in Attachments A-2, B-1, and C, attached hereto, which replaces Attachments A-1 and B, made a part hereof, and incorporated herein by reference as a part of this Professional Services Contract. The expiration date of this Professional Services Contract is being extended to **January 31, 2015**.

Paragraph 2 – **Consideration** is amended to read:

The Contractor will be paid monthly in arrears using the rate(s) set out on Attachments A-2 and B-1. Payments shall not exceed \$54,000 for the period of November 1, 2013 through October 31, 2014, and \$58,007 for the period of November 1, 2014 through January 31, 2015. Total remuneration under this Contract shall not exceed \$112,007.

Paragraph 31C is amended to read:

All accounts will be closed sixty (60) days after the end of each Contract period as specified in Paragraph 2. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

Funding Summary

61910-531010-4003610153300	11/01/13 through 10/31/14	\$ 54,000
61910-531010-40093136RREP014	11/01/14 through 01/31/15	<u>58,007</u>
Total		\$112,007

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

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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 Contract other than that which appears upon the face of this Contract.

The rest of this page has been left blank intentionally.

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

Accepted By:

Kyle Wargo
PURDUE SPONSORED PROGRAM SERVICES
PURDUE UNIVERSITY **Kyle Wargo**
Contract Analyst
DATE: 8/27/14

Recommended and Approved By:

William C. Vanness II, MD (for)
WILLIAM C. VANNESS II, MD
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 9/8/14

Approved By:

Paul Baltzell (for)
PAUL BALTZELL
CHIEF INFORMATION OFFICER
INDIANA OFFICE OF TECHNOLOGY
DATE: 25-Sep-2014

Approved By:

Brian E. Bailey (for)
BRIAN E. BAILEY
DIRECTOR
STATE BUDGET AGENCY
DATE: 10/6/14

Recommended By:

Chris Mickens
CHRIS MICKENS
CHIEF INFORMATION OFFICER
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 9/24/14

Approved By:

Mark A. Henry (for)
JESSICA ROBERTSON
COMMISSIONER
INDIANA DEPARTMENT OF ADMINISTRATION
DATE: 10/2/2014

Approved as to Form and Legality:

Gregory F. Zoeller (for)
GREGORY F. ZOELLER
ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
DATE: 10/9/14

Attachment A2

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-January 31, 2015

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) Work with 6 Indiana college campuses to provide coalition-building, policy guidance, bystander intervention training, technical assistance and education on multi-cultural populations related to sexual violence primary prevention; d) Conduct evaluations of the strategy; e) 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.
- Work with 6 Indiana College campuses to engage in sexual violence primary prevention programming that incorporates at least 4 of the following comprehensive programming approaches: male involvement, bystander intervention, social marketing, policy analysis, coalition building and data collection.
- 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 and Outreach Coordinator on projects related to outreach, training, and materials creation.
- **Submit monthly reports on all objectives to ISDH.**

November 1, 2013-January 31, 2015 Budget: \$112,007

ATTACHMENT B1**Budget**

Expense	Cost
Personnel	\$52,716.00
Fringe Benefits	\$18,120.00
Supplies	\$480.00
Travel	\$10,760.00
Other	\$29,931.00
Subtotal	\$112,007.00
Total (rounded)	\$112,007.00

Attachment C
C.F.D.A. Title:
EDS # A70-4-009030

Federal Agency: Department of Health and Human Services

C.F.D.A. Number: 93.136

Grant Number: VF1CE002222

Award Name: Sexual Violence Prevention and Education

Award Year: 2014

1. Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation by statutory authority as provided by Public Health Service Act, Sections 301, 317, 391, 392, 393, and 394, as amended, 42 U.S.C. 241 and all other referenced codes and regulations.
- b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.
- c. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

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

2. Anti-kickback Statute

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

3. Victims of Trafficking and Violence Protection Act

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

4. Accessibility of Services

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

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

Attachment C
C.F.D.A. Title:
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" from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

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.

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

Attachment C
C.F.D.A. Title:
EDS # A70-4-009030

incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

11. Federal Lobbying Requirements:

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

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

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

EDS Number	A70-4-009030
Grant Name	Rape Prevention and Education
Grant Award Number	
ISDH Program Investigator/Director	Laura Chavez/Art Logsdon
Subawardee Name	Purdue University
Address	Senior State Account Manager 155 South Grant Street, Young Hall West Lafayette, IN 47907-2114
Subawardee DUNS Number MUST BE COMPLETED	072051394
Sub Award Total	\$112,007
Sub Project Manager	

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

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

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

3 Does your organization provide Total Compensation and Names of the top five (5) executives of your organization to the SEC through existing reporting mechanisms? Information available via Section 6104 of IRS Code of 1986 and Indiana Access to Public Records Act.	Y
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Only if you answered YES to BOTH Criteria 1 and 2 AND NO to Criteria 3 please provide Total Compensation and Names of the top five (5) executives of your organization below

Executive Name and Title	Total Compensation
1	
2	
3	
4	
5	

Completed By: Kenneth W. Suter Date: 08/27/2014
Title: Contract Analyst E-mail Address: spscontr@purdue.edu

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

IN State Department of Health
Office of Grants Management