

FEB 21 2013

18671



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

FEB 25 2013

1. Please read the guidelines on the back of this form. *SE*  
 2. Please type all information.  
 3. Check all boxes that apply.  
 4. For amendments / renewals, attach original contract.  
 5. Attach additional pages if necessary.

DOA Contracts

4119

JS

1. EDS Number: A70-3-096162	2. Date prepared: 1/25/2013
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## 3. CONTRACTS &amp; LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment#
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

## FISCAL INFORMATION

4. Account Number: 15960-94000.571200	5. Account Name: CHRONIC DISEASES
6. Total amount this action: \$1,567.00	7. New contract total: 1,567.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2013	\$1,567.00
Year	\$
Year	\$
Year	\$

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 10/15/2012	12. To (month, day, year): 6/30/2013
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP#	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Special Procurement

14. Name of agency: Department of Health		15. Requisition Number: 0000020700
16. Address: 2 N. Meridian Street Indianapolis, IN 46204		

## AGENCY CONTACT INFORMATION

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

## COURIER INFORMATION

20. Name: Jennifer Myers	21. Telephone #: 317-233-7853
22. E-mail address: Jmyers1@isdh.in.gov	

## VENDOR INFORMATION

23. Vendor ID # 0000120989	
24. Name: WES-DEL COMMUNITY SCHOOLS	25. Telephone #: 765-3584091
26. Address: 10290 N CR 600 W GASTON, IN 47342	
27. E-mail address: bhess@wes-del.k12.in.us	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input type="checkbox"/> Yes <input checked="" 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: <input type="checkbox"/> % Women: <input type="checkbox"/> %
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: <input type="checkbox"/> % Women: <input type="checkbox"/> %
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)? ☐ Yes: IOT or Delegate has signed off on contract36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
N/A

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

The Cancer Control Section is requesting \$1567 from state chronic disease funds to be paid to Wes-Del Community Schools (middle and high schools) to cover expenses to develop, implement, and maintain a 1/8 mile walking/jogging trail on school grounds and cancer memorial to honor a teacher who lost his battle to cancer. Educational messages describing the link between physical activity and cancer will be included along the trail. There will be an emphasis on evaluation and data gathering in order to develop an evidence-based model that can be used by schools statewide. Student surveys will be disseminated, some classes will complete reflective writings on what they have learned from the trail, and the school will track the number of students and grade levels that use the trail.

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

The vendor was selected through a request for proposals (RFP) process. A review team selected Wes-Del Community Schools' proposal based upon meeting all criteria outlined in the RFP. The review team used a comprehensive assessment tool with five sections aligned with the five sections outlined in the application. Each section had a maximum amount of points it could be awarded. Utilizing the assessment tool, the selection committee individually read and scored each section in the application. A conference call was held in order for the review team to discuss and share feedback regarding the applications. Based on the quality of the application and chosen intervention, a group consensus was used to agree upon

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

The CCC Section was initially told that, due to the minimal amount of funding being issued for the planning and implementation of the funds, an approved budget memo and purchase order would be sufficient. It was later determined that despite the dollar amount, a formal grant was needed to ensure ISDH had a legally binding agreement for the use of state funds. In the meantime, the award had been given official notice of award when the original budget memos were approved, and began working on projects outlined in their proposals.

40. Agency fiscal officer or representative approval: <i>Eric Miller</i>	41. Date Approved: 2/20/13	42. Budget agency approval: <i>[Signature]</i>	43. Date Approved: 3/1/13
44. Attorney General's Office approval: <i>JS</i>	45. Date Approved: 3-11-13	46. Agency representative receiving from AG: <i>[Signature]</i>	47. Date Approved:



69528-000

RECEIVED

MAR 01 2013

OAG-ADVISORY

# REQUISITION

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

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

<b>Requisition No.</b> 0000020700	<b>Date</b> 02/12/2013	<b>Required Date</b>	<b>Page</b> 1 of 1
<b>Fund/Account:</b> 15960 / 571200			
<b>Dept Number:</b> 195096			
<b>Project Number:</b>			
<b>Requisition Number:</b> 0000020700			
<b>Requestor:</b> GALLEN Allen, Gary-400			
<b>Agency Number:</b> 00400 Department of Health			
<b>Facility:</b>			

## MUST COMPLETE FOR ICPR

☐ Print REQ  
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		Vendor was selected through the RFP process. Grant SCD 1340-1, 10/15/12-6/30/13	1.0000	LO	1,567.0000	1,567.00

**Vendor:** 0000120989 WES-DEL COMMUNITY SCHOOLS

<< The Cancer Control Section is requiring \$1567 from state chronic disease funds to be paid to Wes-Del Community Schools to cover expenses to develop, implement, and maintain a 1/8 mile walking/jogging trail on school grounds and cancer memorial to honor a teacher who lost his battle to cancer.  
Contract date 10/15/12-6/30/13  
Contract amount \$1,567.00  
EDS# A70-3-096162  
Fund 15960  
Account 571200  
Program 94000 >>

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

**Requisition Total \$ 1,567.00**

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

JH  
2/4/13

**GRANT AGREEMENT  
EDS # A70-3-096162**

**15960-571200-Statefunds  
SCD 1340-1**

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana State Department of Health** (the "State") and **Wes-Del Community School Corporation** (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; Grant Funds.**

The purpose of this Grant Agreement is to enable the State to award a grant from the **State Chronic Diseases Fund of \$1,567** to the Grantee for eligible costs of the project (the "Project") or services 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 and in conformance with Indiana Code §16-38-6 establishing the authority to make this Grant, as well as any rules adopted thereunder. 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 this Grant Agreement **to develop, implement, and maintain a 1/8 mile walking/jogging trail on school grounds and cancer memorial to honor a teacher who lost his battle to cancer** as described fully in Attachment A and for no other purpose.

**2. Representations and Warranties of the Grantee.**

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

**3. Implementation of and Reporting on the Project.**

- A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly/semi-annually]

basis and shall contain such detail of progress or performance on the Project as is requested by the State.

- C. 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.

#### **4. Term.**

This Grant Agreement shall commence on **October 15, 2012**, (the Commencement Date) and shall remain in effect through **June 30, 2013**, (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.

#### **5. Grant Funding.**

- A. The State shall fund this grant in the amount of **\$1,567**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

#### **6. Payment of Claims.**

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. 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.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. 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.
- 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. Claims shall be submitted to the State within 20 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

## 7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

## 8. Audits and Maintenance of Records.

- A. 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, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested by the State, annually and following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in

accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

C. The Grantee must provide a copy of its Audit Report to:

Indiana State Department of Health  
2 North Meridian Street, Audit Section 2C-99  
Indianapolis, IN 46204

- D. 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.
- E. 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.
- F. 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.

**9. 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 or modification of any applicable state or federal statute or the promulgation of rules or 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 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 Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice

to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under 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 taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant 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, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. 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 suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. 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];
    - (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, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

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

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, 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 amount set forth in this Grant Agreement is in excess of \$25,000.00, 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 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.

#### **11. Employment Eligibility Verification.**

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;



C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

## **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. Governing Law.**

This Grant Agreement 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.

## **14. 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>.

## **15. 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

**16. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

**A. Notices to the State shall be sent to:**

Indiana State Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204

**B. Notices to the Grantee shall be sent to:**

**Wes-Del Community School Corporation**  
**ATTN: Sharon Fowler**  
**Treasurer**  
**10290 N CR 600 W**  
**Gaston, IN 47342**

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.

**17. Order of Precedence.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) attachments prepared by the State, (4) attachments prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.

**18. Termination for Breach.**

- A. 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 suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.**
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.**

**19. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the grant, 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.

**20. Federal and State Third-Party Contract Provisions. – Deleted**

**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 the 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 the Grantee, the 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.

**24. Disputes.**

- A. Should any disputes arise with respect to this Grant, 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 of its responsibilities under this Grant 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.

- C. If a party to the Grant 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 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 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 Grantee of one or more invoices not in dispute in accordance with the terms of this Grant will not be cause for the Grantee to terminate this Grant, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

## **25. 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.

## **26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. HIPAA Compliance.**

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA

Regulations”), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party’s right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State. The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

### **32. 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.

### **33. 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.

### **34. 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.

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

Audits and Maintenance of Records  
HIPAA Compliance  
Implementation of and Reporting on the Project  
Payment of Claims

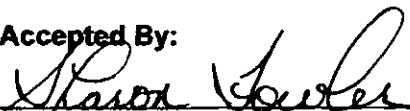
### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

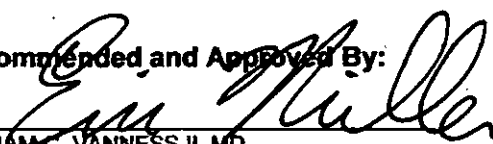
In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below hereby agree to the terms thereof.

Accepted By:

  
SHARON FOWLER  
TREASURER  
WES-DEL COMMUNITY SCHOOL CORPORATION

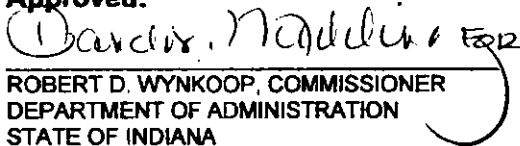
DATE: 2/14/13

Recommended and Approved By:

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

DATE: 2/20/13

Approved:

  
ROBERT D. WYNKOOP, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA


DATE: 2.25.13

Approved:

  
CHRISTOPHER D. ATKINS, DIRECTOR  
OFFICE OF MANAGEMENT and BUDGET  
STATE OF INDIANA

DATE: 3/1/13

Approved as to Form and Legality:

  
GREGORY F. ZOELLER  
ATTORNEY GENERAL OF INDIANA

DATE: 3-11-13



**Attachment A**  
**A70-3-096162**  
**Wes-Del Community Schools – State Chronic Disease**  
**October 15, 2012 through June 30, 2013**

The Division of Chronic Disease Prevention and Control (DCDPC) helps reduce the burden of chronic disease in Indiana by working closely with partners throughout the state in coordinating sustainable efforts. Indiana has significantly higher rates than the national median for a variety of chronic diseases. Heart disease, cancer, and stroke represent the leading causes of death in the state.

As part of the DCDPC, the Cancer Control Section provides statewide technical assistance and support, primarily through the state's vehicle for comprehensive cancer control, the Indiana Cancer Consortium (ICC). The ICC is a statewide network of public and private partnerships whose mission is to reduce the burden of cancer in Indiana through the development, implementation, and evaluation of a comprehensive plan that addresses cancer across the continuum, from prevention through palliation.

The ICC Primary Prevention Action Team is addressing the priority objective from the Indiana Cancer Control Plan 2010-2014: By 2014, decrease the percentage of high school students in Indiana who are obese from 14 percent to 13 percent as measured by the Youth Risk Behavior Surveillance—United States. The strategy being implemented is to advocate for changes to policies, program, and practices to make school environments more supportive of healthy eating, physical activity, and healthy weight management.

The Cancer Control Section is partnering with Wes-Del Community Schools to develop, implement, and maintain a 1/8 mile walking/jogging trail on school grounds and cancer memorial to honor a teacher who lost his battle to cancer. Educational messages describing the link between physical activity and cancer will be included along the trail. There will be an emphasis on evaluation and data gathering in order to develop an evidence-based model that can be used by schools statewide. Student surveys will be disseminated; some classes will complete reflective writings on what they have learned from the trail, and the school will track the number of students and grade levels that use the trail. Wes-Del Community Schools will provide a final report (including survey results, reflective writings, and number of students utilizing trail) to the Cancer Control Section at the end of the project period.

A review team selected Wes-Del Community Schools' proposal based upon meeting all criteria outlined in the request for proposals. The review team used a comprehensive assessment tool with five sections aligned with the five sections outlined in the application. Each section had a maximum amount of points it could be awarded. Utilizing the assessment tool, the selection committee individually read and scored each section in the application. A conference call was held in order for the review team to discuss and share feedback regarding the applications. Based on the quality of the application and chosen intervention, a group consensus was used to agree upon awardees.

**Attachment B**  
**A70-3-096162**  
**Wes-Del Community Schools – State Chronic Disease**  
**October 15, 2012 through June 30, 2013**

**Budget**

Payments will be made monthly at cost reimbursement.

Items	Total Cost
20.5 cubic yards of gravel at \$40 per yard	\$820
3 rolls of cloth fabric for under gravel at \$199 each	\$597
Orchids for the memorial flower garden	\$150
<b>Total funds allotted</b>	<b>\$1567</b>

Any deviation in program expenditures must be requested in writing to the Cancer Control Section Director at the Indiana State Department of Health, and approval granted by the Director of Cancer Control, prior to funds being moved or expended.