

JUL 21 2006



# RECEIVED

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R104-06)

Instructions for completing the EDS and the Contract process.

JUL 26 2006

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. If the contract is for a new award, attach original contract.
4. For amendments, renewals, attach original contract.
5. Attach additional pages if necessary.

DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

CONTRACT DIVISION

470-6-7225

9-18

GW

1. EDS Number: A70-5-7225	2. Date prepared: 7/24/2006
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### 3. CONTRACTS & LEASES

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

4. Account Number: 3610-13350.572100	5. Account Name: OMH State Partnership Grant
6. Total amount this action: \$53,262.00	7. New contract total: \$53,262.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006 \$ 53,262.00	Year \$
Year \$	Year \$

### TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2005	12. To (month, day, year): 8/31/2006
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)	<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement

AGENCY INFORMATION	
14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Carolyn Requiz	18. Telephone #: 317 2337596
19. E-mail address: crequiz@isdh.in.gov	
COURIER INFORMATION	
20. Name: Steve Martin	21. Telephone #: (317) 233-7573
22. E-mail address: smartin@isdh.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000004796	
24. Name: INDIANA UNIVERSITY	25. Telephone #: (812) 855-3693
26. Address: FINANCIAL MANAGEMENT SUPPORT PO BOX 66057 INDIANAPOLIS, IN 46266-6057	
27. E-mail address: smartin@indiana.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 Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes):	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The Indiana State Department of Health (ISDH) Office of Minority Health (OMH) received funding for the State Partnership Grant Program to Improve Minority health from the Office of Minority Health, Department of Health and Human Services (DHHS). The ISDH/OMH project titled PROMISE will promote and provide support to increase diversity in the health care workforce through collaborative partnerships. The project	
38. Justification of vendor selection and determination of price reasonableness: The vendor was chosen based on their ability to effectively work with diverse communities and their expertise in programs for school-aged students. The vendor has working experience with the ISDH/OMH and a strong connection to the community as well as other key partners.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) Delay in grant notification and receipt of award. No existing OMH Director to initiate contract activities.	
40. Agency fiscal officer or representative approval	41. Date Approved
42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved
46. Agency representative receiving from AG	47. Date Approved

**INDIANA UNIVERSITY/PURDUE UNIVERSITY  
GRANT AGREEMENT**

3610-572100-133500  
OMH 200-35

*Km* 02/10/06

This Grant Agreement, entered into by and between the **Indiana State Department of Health** (hereinafter referred to as "State") and **Indiana University** (hereinafter referred to as "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. Duties of Grantee**

The Grantee shall provide the following services relative to this Grant Agreement:

Promote and provide support through a project titled PROMiSE to increase diversity in the health care workforce through collaborative partnerships. The project focuses in three (3) major areas which are: partnership building, educational initiatives and reduction of health disparities. This project is described fully in Attachment A, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

**2. Consideration**

The Grantee will be paid in quarterly installments with payment of the first and second quarters on March 31, 2006, the third quarter on June 30, 2006, and the fourth quarter on August 31, 2006, upon receipt of reports on quarterly progress and duly executed State Claim Vouchers from the Grantee. Total remuneration under this Grant Agreement shall not exceed \$53,262.

**3. Term**

This Grant Agreement shall commence on September 1, 2005 and shall remain in effect through August 31, 2006.

**4. Access to Records**

The Grantee and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the Grant Agreement period, and for three (3) years from the date of final payment under the Grant Agreement, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

## **5. Assignment**

The Grantee shall not assign or subcontract the whole or any part of this Grant Agreement without the State's prior written consent. The Grantee may assign its right to receive payments to such third parties as the Grantee may desire without the prior written consent of the State, provided that Grantee 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 Grant Agreement and shall not be made to more than one party.

## **6. Audits**

Grantee acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

## **7. Authority to Bind Grantee**

Notwithstanding anything in the Grant Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute Grant Agreements on behalf of the Grantee designated above and has obtained all necessary or applicable approvals from the home office of the Grantee to make this Grant Agreement fully binding upon the Grantee when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

## **8. Changes in Work**

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Grantee shall be determined by the State in the exercise of its honest and reasonable judgment. The Grantee shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## **9. Compliance with Laws**

- A. The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of the Grant Agreement require formal modification.

- B. The grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the grantee is not familiar with these ethical requirements, the grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the grantee. In addition, the grantee may be subject to penalties under Indiana Code § 4-2-6-12."
- C. The Grantee certifies by entering into this Agreement, that to the best of its knowledge, neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State
- D. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any Supplement or Grant Agreement device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Grantee warrants that the Grantee and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Grant Agreement. In the event of this violation, the State will send the Grantee written notification advising of the violation. Upon receipt of the notification, the Grantee shall have thirty (30) days to correct the violation.
- H. Grantee agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Grantee from contracting with the State in the future, cancel existing Grant Agreements, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. Compliance with Telephone Solicitations Act.

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

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

**10. Security and Privacy of Health Information**

To the extent applicable, Grantee shall comply with the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations). If any final regulation or body of regulations relating to the administrative simplification provisions of the Final HIPAA Regulations, or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can 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 Grant Agreement shall terminate.

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

Publication and dissemination of the project results are of fundamental importance to both the State and the Grantee. To that end, the **parties** agree that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Grantee in furtherance of this Grant Agreement shall **be jointly owned by the State and the Grantee**.

The Grantee shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the State while such property is within the control and/or custody of the Grantee. During the performance of the services specified herein, 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 herein while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. Full, immediate, and unrestricted access to the work product of the Grantee during the term of this Grant Agreement shall be available to the State. Use of these materials, other than related to the Grant Agreement performance by the Grantee, that includes any reference to the State of Indiana, without the prior written consent of the State, is prohibited.

**For any purposes outside those contemplated by this Grant Agreement, 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 their designee. That State shall have sixty (60) days to review such requests and will respond in writing to the Grantee. If the State has not responded within sixty (60) days, the request will be deemed approved.**

Grantee is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Agreement 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 11.

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

## **12. Confidentiality of State Information**

The Grantee understands and agrees that data, materials, and information disclosed to Grantee may contain confidential and protected data. Therefore, the Grantee promises and assures that data, material, and information disclosed to the Grantee by the State for the purpose of this Grant Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the State.

## **13. Conflict of Interest**

A. As used in this section:

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

"Interested party," means:

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

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Grant Agreement without recourse by Grantee if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the commission indicating that the existence of this Grant Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this section.
- D. Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

#### **14. Continuity of Services**

- A. The Grantee recognizes that the services under this Grant Agreement are vital to the State and must be continued without interruption and that, upon Grant Agreement expiration, a successor, either the State or another Grantee, may continue them.  
The Grantee agrees to:
  - 1. Furnish phase-in training, and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Grantee shall, upon the State's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Grant Agreement expires, and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Grantee shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Grant Agreement are maintained at the required level of proficiency.

- C. The Grantee shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Grant Agreement.

The Grantee shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Grant Agreement expiration that result from phase-in, phase-out operations).

## **15. Debarment and Suspension**

Grantee certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this 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 Grantee.

## **16. Default by State**

If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Grant Agreement, then the Grantee may cancel and terminate this agreement and collect all monies due up to and including the date of termination.

## **17. Disputes**

Should any disputes arise with respect to this Grant Agreement, Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Grant Agreement that are not affected by the dispute. If the State and the Grantee cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Grantee and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant Agreement will not be cause for Grantee to terminate this Grant Agreement, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.



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

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee has been convicted of a criminal drug violation occurring in the Grantee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant Agreement payments, termination of the Grant Agreement or agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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

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

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

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform 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;
- 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;
- 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;

- 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.

## **19. Federal Funding Information**

- a) C.F.D.A. Title – State and Territorial and Technical Assistance Capacity Development Minority HIV/AIDS Demonstration Program      d) Award No. 1STTMP051005-01
- b) C.F.D.A No. 93.006      e) Award Year – 9/1/2005 thru 8/31/2006
- c) Award Name - OMH State Partnership Grant Program      f) Federal Agency – Department of Health and Human Services, Public Health Service

The Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96.

## **20. Federal Funds Disclosure Requirements**

The Grantee 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 Grant Agreement 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 Grant Agreement, 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.

## **21. Federal Lobbying Requirements**

- A. The Grantee 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 Grantee, 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 Grant Agreement, 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 Grant Agreement, 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 Grant Agreement, Grant Agreement, loan, or cooperative agreement, the Grantee shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Grantee shall require that the language of subparagraphs A) and B) be included in the language of all subGrant Agreements and that all subGrantees shall certify and disclose accordingly.

## **22. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Grant Agreement 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 Grant Agreement 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 Grant Agreement.

## **23. 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 a Grant Agreement, the Grant Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **24. Governing Laws**

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

## **25. Independent Grantee**

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 subcontractors of the other party.

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

## **26. Information Technology Accessibility**

The Grantee acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Indiana Information Technology Oversight Commission. These standards are the same as those adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended.

## **27. Key Person(s) - Deleted**

## **28. Nondiscrimination**

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

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

## **29. Notice to Parties**

Whenever any notice, statement or other communication shall be sent to the State or Grantee, 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: Grant Agreement Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Indiana University  
620 Union Drive, Room 618  
Indianapolis IN 46202

C. 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 Grantee with the Auditor of State.

### **30. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement and (2) attachments prepared by the State (Attachment A).

### **31. Payments**

A. All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

B. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.

### **32. 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 required 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, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

### **33. Progress Reports**

The Grantee shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. 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.

### **34. Renewal Option**

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

### **35. Severability**

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

### **36. Substantial Performance**

This Grant Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

### **37. Successors and Assignees**

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Grant Agreement. Except as above set forth, the Grantee shall not assign, sublet or transfer interest in this Grant Agreement without the prior written consent of the State of Indiana.

### **38. Taxes**

The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

### **39. Termination for Convenience**

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Grantee 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 Grantee shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Grantee shall be compensated for services herein provided but in no case shall total payment made to Grantee exceed the original Grant Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

### **40. Termination for Default**

- A. With the provision of thirty (30) days notice to the Grantee, the State may terminate this Grant Agreement in whole or in part, if the Grantee **fails to**:
1. Correct or cure any breach of this Grant Agreement;
  2. Deliver the supplies or perform the services within the time specified in this Grant Agreement or any extension;
  3. Make progress so as to endanger performance of this Grant Agreement; or
  4. Perform any of the other provisions of this Grant Agreement.

- B. The State shall pay the Grant Agreement price for completed supplies delivered and services accepted. The Grantee and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Grant Agreement.

#### **41. 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 or excuse shall be in writing and signed by the party claimed to have waived such right.

#### **42. Work Standards**

The Grantee agrees to 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 Grant Agreement, the State may request in writing the replacement of any or all such individuals.

#### **43. State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that the State's Boilerplate Grant Agreement clauses have not been altered, modified or changed in any way except for the following rhetorical paragraphs:

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

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, 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 agreement other than that which appears upon the face of the agreement.

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

Grantee:

Janice C. Froehlich  
Janice C. Froehlich  
Interim Vice Chancellor for Research

DATE:

7/19/06

Certification of Funds:

Linda L. Brown  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION

DATE:

7/24/06

Approved:

Carrie Henderson for  
CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE:

7.28.06

Approved:

Charles E. Schalliol for  
CHARLES E. SCHALLIOL, DIRECTOR  
STATE BUDGET AGENCY  
STATE OF INDIANA

DATE:

8/1/2006

Recommended and Approved By:

Sue Uhl  
SUE UHL, J.D.  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

7 21 06

Approved:

Steven Carter  
STEVEN CARTER, ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
STATE OF INDIANA

DATE:

8/14/06



## Attachment A

The Area Health Educator Center (AHEC) will develop and implement a program for 9<sup>th</sup> graders enrolled in the PROMiSE project. AHEC will work with IMHC and ISDH/OMH to ensure that the program will provide and reflect the outcomes and impacts in line with this project.

The following deliverables need to occur in order to fulfill the PROMiSE project contract:

1. AHEC will work with the partners to develop the work plan for the program (as needed).
2. AHEC will attend all relevant meetings related to the project (as needed).
3. AHEC will lead (with the project team) the following activities:
  - a. Administer the survey to program participants during the first classroom session, by March 30, 2006.
  - b. Adapt program curricula based on the student survey findings to effectively communicate the benefits of health careers, while improving strategies to prepare for careers in healthcare fields prior to program implementation in the region II, by July 28, 2006.
  - c. Develop and implement activities to help meet students' needs, and assist them to complete degree requirements, by July 14, 2006.
  - d. Develop assessment strategies for all data activities implemented for drop-outs gathered throughout the year, by July 14, 2006.
  - e. Train 33 participating school teachers and guidance counselors to effectively implement the "Kids into Health Careers" outreach program for students; where this program would not traditionally be provided during the corresponding reporting year, by February 28, 2006.
  - f. Involve at least 490 9<sup>th</sup> grade minority students in health careers outreach program, by June 15, 2006.
  - g. Conduct pre-post program surveys to participants during the first and final sessions of the programs, by May 26, 2006.
  - h. Make program adjustments to adapt program curricula based on the survey findings to more effectively communicate the benefits of and strategies to prepare for careers in healthcare fields prior to program implementation in the next targeted region, by July 21, 2006.
  - i. Recruit 39 9<sup>th</sup> grade minority students to participate in INShape projects, by July 28, 2006
  - j. Engage the family of participants into the activities.
  - k. Provide ISDH with a formal report analysis, by July 28, 2008.
  - l. Provide quarterly updates to ISDH on the project status.
  - m. Provide ISDH with feedback and reports as needed on the programmatic progress.

## Budget

There is a total budget of \$ 53,262, to include all expenses related to the completion and execution of Year 1 projects. The budget includes positions (Northwest Project Manager, Northwest Education Specialist, AHEC Statewide Coordinator), project supplies (Kids into Health Careers teacher kits and INShape student community-services project), travel expenses, participant expenses, and other expenses such as: conferences and workshops, contractual services, honoraria.