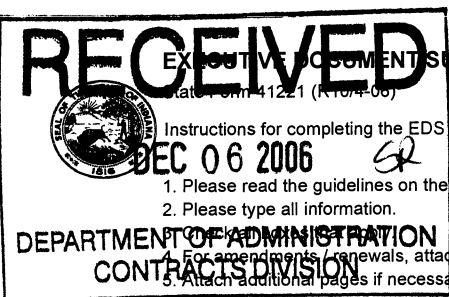


10802

DEC 05 2006



EXECUTIVE DOCUMENT SUMMARY

State Form 4122-1 (R10/4-06)

Instructions for completing the EDS and the Contract process.

DEC 06 2006

1. Please read the guidelines on the back of this form.
2. Please type all information.

DEPARTMENT OF ADMINISTRATION

CONTRACTS DIVISION

3. Attach additional pages if necessary.

1. EDS Number: A70- <del>112014</del> 6-7417		2. Date prepared: 10/18/2006	
<b>3. CONTRACTS &amp; LEASES</b>			
<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 checked="" type="checkbox"/> Renewal # <u>1</u> <input type="checkbox"/> Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number: 3610-14410.572900		5. Account Name: AIDS PREVENTION	
6. Total amount this action: \$30,400.00		7. New contract total: \$107,900.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year 2005		\$31,500.00	
Year 2006		\$25,000.00	
Year 2007		\$36,200.00	
Year 2008		\$15,200.00	
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 7/1/2005		12. To ( month, day, year ): 12/31/2007	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation <input checked="" type="checkbox"/> RFP# _____		<input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____	
35. Will the attached document involve data processing or telecommunications systems(s)?			
Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes):			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)			
AIDS 554-1 The Grantee will provide Health Communication/Public Information program by addressing issues around HIV/AIDS prevention in the community according to community standards.			
38. Justification of vendor selection and determination of price reasonableness:			
The grantee was chosen for their ability to conduct this type of program in the community and reaching target populations that other agencies do not reach, i.e. mostly African Americans.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	
44. Attorney General's Office approval		45. Date Approved	
42. Budget agency approval		43. Date Approved	
46. Agency representative receiving from AG		47. Date Approved	

<b>AGENCY INFORMATION</b>	
14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street  Indianapolis, IN 46204	
<b>AGENCY CONTACT INFORMATION</b>	
17. Name: Lois Carnicom	18. Telephone #: 317/233-7840
19. E-mail address: lcarnicom@isdh.in.gov	
<b>COURIER INFORMATION</b>	
20. Name: Steve Martin	21. Telephone #: 317/233-7573
22. E-mail address: smartin@isdh.in.gov	
<b>VENDOR INFORMATION</b>	
23. Vendor ID # 0000075518	
24. Name: INDIANAPOLIS URBAN LEAGUE INC	25. Telephone #: 317/693-7603
26. Address: 777 INDIANA AVE  INDIANAPOLIS, IN 46202	
27. E-mail address: Dcoleman@inplsul.org	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Renewal No. 1**  
EDS Number A70-6-7417

Pursuant to IC 5-22-17-4 and the terms of the AIDS Prevention Grant Agreement, the **Indiana State Department of Health** (hereinafter referred to as the "State") exercises its option to renew its Grant Agreement with **Indianapolis Urban League, Inc.** (hereinafter referred to as the "Grantee") under the same terms and conditions of the original Grant Agreement. The entire Grant Agreement shall commence July 1, 2005 and shall terminate on December 31, 2007.

Total amount of this Grant Renewal is \$30,400 and the renewal shall commence January 1, 2007 and shall terminate on December 31, 2007. Total Remuneration of this Grant Agreement is not to exceed \$107,900.

All other matters previously agreed to and set forth in the original Grant Agreement and not affected by this Renewal shall remain in full force and effect.

**Funding Summary**

3610-144100	<i>2/1/05</i> <del>4/1/05</del> thru 12/31/05	\$31,500
3610-144100	1/1/06 thru 12/31/06	46,000
3610-144100	1/1/07 thru 12/31/07	<u>30,400</u>
Total		\$107,900

**Non-Collusion and Acceptance**

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

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

**Accepted By:**



JOSEPH SLASH  
PRESIDENT/CEO  
INDIANAPOLIS URBAN LEAGUE, INC.

DATE: \_\_\_\_\_

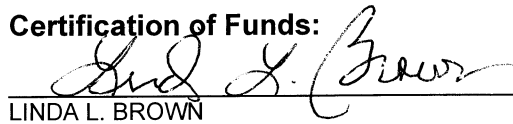
**Accepted By:**



BRIAN HELM  
BUSINESS MANAGER  
INDIANAPOLIS URBAN LEAGUE, INC.

DATE: \_\_\_\_\_

**Certification of Funds:**



LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 12/5/06

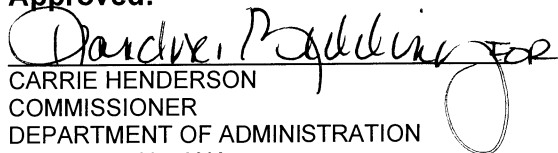
**Approved:**



MARY L. HILL, RN, ESQ.  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 12-2-06

**Approved:**



CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 12-6-06

**Approved:**



CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 12/8/2006

FJ

3610-572900-144100  
AIDS 554-1

### **Amendment No. 1**

This is an Amendment to the existing AIDS Prevention Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Indianapolis Urban League, Inc.** (hereinafter referred to as the "Grantee") for the period from July 1, 2005 through December 31, 2005, in the amount of \$31,500.

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

The amount of the Grant Agreement is being increased by \$50,000, making the new total of the Grant Agreement \$81,500. The additional funds will allow the Grantee to provide Health Communication/Public Information program by addressing issues around HIV/AIDS prevention in the community. See Attachments C and D, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement. The expiration date of this Grant Agreement is being extended to December 31, 2006.

### **Funding Summary**

3610-144100	7/1/2005 through 12/31/2005	\$31,500
3610-144100	1/1/2006 through 12/31/2006	<u>50,000</u>
Total		\$81,500

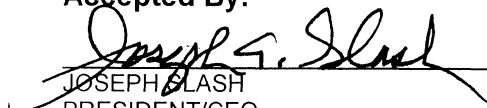
All other matters previously agreed to and set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.

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

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

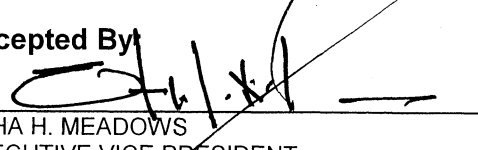
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Amendment. The parties having read and understanding the foregoing terms of the Grant Agreement Amendment do by their respective signatures dated below agree to the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

Accepted By:

  
JOSEPH SLASH  
PRESIDENT/CEO  
INDIANAPOLIS URBAN LEAGUE, INC.


DATE: \_\_\_\_\_

Accepted By

  
OTHA H. MEADOWS  
EXECUTIVE VICE PRESIDENT  
INDIANAPOLIS URBAN LEAGUE, INC.

DATE: 12.13.05

Certification of Funds:

  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

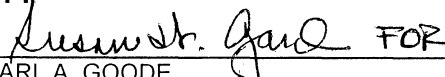
DATE: 12/21/05

Recommended and Approved By:

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


DATE: \_\_\_\_\_

Approved:

  
EARL A. GOODE  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 12-28-05

Approved:

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 12/30/2005

Approved as to Form and Legality:

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 1-26-06

## **ATTACHMENT C**

### **HIV/AIDS PREVENTION PROJECT**

#### **Indianapolis Urban League**

The grantee will provide, on behalf of the Indiana State Department of Health (ISDH), Division of HIV/STD, an HIV/AIDS prevention project, funded at \$50,000.

All activities must be science based and aimed at producing lasting behavior change to decrease the risks of Human Immunodeficiency Virus (HIV) infection or transmission. The grantee will collaborate with local HIV/AIDS counseling and testing sites, care coordination sites, and related community health providers. A complete evaluation component is included in the project. Activities and supporting budget line items were proposed by the grantee and approved by ISDH.

Funded Intervention:        Health Communication/Public Information

Health Communication/Public Information funding calls for the delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for infection how to obtain specific services.

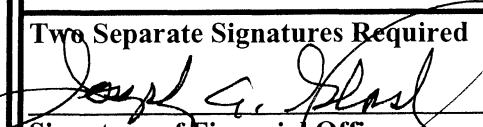
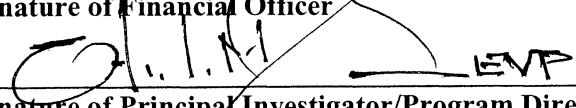
HC/PI is provided in substance abuse centers, homeless shelters, health clinics, local township trustee offices, prenatal centers, and many others.

*Attachment D*

# INDIANA STATE DEPARTMENT OF HEALTH (ISDH)

## COMMUNITY FUNDING PROPOSAL

Please type, follow instructions carefully, and submit as an original, signed and dated copy.

<b>Title of Project:</b> HIV Prevention Services HIV Coordination and Information Network		<b>TOTAL REQUESTED:</b>
<b>Response to Specific Program Announcement:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If "Yes" state announcement title) Funding Announcement RFF 2005		
<b>Name of Principal Investigator/Program Director</b> Otha Meadows	<b>Position Title</b> Executive Vice President	<b>Degree(s)</b>
<b>Project Office Contact: Name, Title, Address, City, State, Zip code, Phone and FAX numbers, Email</b> Otha Meadows, Executive Vice President <b>Phone:</b> (317) 693-7603 Indianapolis Urban League <b>Fax:</b> (317) 693-7613 777 Indiana Ave <b>Email:</b> omeadows@indplsul.org Indianapolis, IN 46202		
<b>PLEASE CONFIRM CORPORATE NAME</b> Indianapolis Urban League, Inc.		
<b>Human Subjects:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If "Yes" Exemption Number _____ (Generally applies only to specialized research programs.)		
<b>Type of Application:</b> <input type="checkbox"/> New Project <input checked="" type="checkbox"/> Continuation Request <input type="checkbox"/> Project Revision <b>Budget Period:</b> 1/1/06 to 12/31/06		
<b>Business Office Contact: Name, Title, Address, City, State, Zip Code, Phone and FAX numbers</b> Brien Helm <b>Phone:</b> (317) 693-7603 Indianapolis Urban League <b>Fax:</b> (317) 693-7613 777 Indiana Ave <b>Email:</b> omeadows@indplsul.org Indianapolis, IN 46202		
<b>Type of Organization:</b> <input type="checkbox"/> State Agency <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> For-profit <input type="checkbox"/> College/University	<b>Federal ID Number:</b> 35-6060622	
<b>Counties Served</b> <b>% of funds per county if multiple counties served</b> ("Statewide" is not acceptable for counties.) <b>USE ATTACHED TABLE FOR THIS SECTION!</b>		
<b>Official Custodian of Funds: Name, Title, Address, City, State, Zip code, Phone and FAX numbers</b> Otha Meadows, Executive Vice President <b>Phone:</b> (317) 693-7603 Indianapolis Urban League <b>Fax:</b> (317) 693-7613 777 Indiana Ave <b>Email:</b> omeadows@indplsul.org Indianapolis, IN 46202		
<b>Name(s) and Title(s) of Officer(s) Required to Sign Contract:</b>  Joseph Slash, President/CEO Otha Meadows, Executive Vice President		
<b>Two Separate Signatures Required</b>		
 Signature of Financial Officer		9/19/2005 Date
 Signature of Principal Investigator/Program Director		9/19/2005 Date

# BUDGET DETAIL

## PERSONNEL

Project Title: HIV Coordination and Information Network  
HIV Prevention Services Program

Personnel		Hours Per Week On Job	Estimated Project Costs and Source of Funds (whole figures only)		
Name	Position Title		ISDH Funds (cash)	Other Funds = (cash and/or in-kind)	Total Project Costs
Diedra Coleman	Project Coordinator	40	32,000.00		32,000.00
SUB-TOTAL SALARY			32,000.00		32,000.00
FRINGE BENEFITS % of Total Budget <u>30</u>					
• Includes Insurance, Social Security, Retirement, Disability, Medical, Dental, Other			9,600.00		9,600.00
SUB-TOTAL PERSONNEL			41,600.00		41,600.00

**Note:** Regardless of source of monies, all personnel involved in project activities must be included.  
How many hours is a regular full-time workweek? 40



# BUDGET DETAIL

Project Title: \_\_\_\_\_  
HIV Prevention Services Program

Category	ISDH Funds (cash)	+	Other Funds = (cash and/or in-kind)	Total Project Costs
<b>SUB-TOTAL "PERSONNEL" (from Page 2)</b>	<b>41,600.00</b>			<b>41,600.00</b>
• Consumable Supplies (includes postage, medical supplies, education materials, office supplies, software, computer supplies, etc.)	1,000.00			1,000.00
• In-State Travel (includes mileage, <i>per diem</i> , lodging, training and registration fees) Note: State Travel Rules Apply	1,200.00			1,200.00
• Out-of-State Travel (includes mileage, air fare, <i>per diem</i> , lodging, training and registration fees, parking, tips) Note: State Travel Rules Apply				
• Rent				
• Utilities (includes water, electricity, heat, monthly and toll telephone charges, etc.)				
• Consultant Services (includes personal services sub-contracts)				
• Contractual Services (includes sub-contracts, audits, data analysis, maintenance agreements, equipment lease and maintenance, etc.)	1,200.00			1,200.00
• Other Expenses (includes, but not limited to, advertising, educational brochures, personal health care: prophylactics, printing, and <u>define</u> miscellaneous) <b>Indirect</b>	5,000.00			5,000.00
• EQUIPMENT (includes computers, furniture, filing cabinets, etc.)				
<b>TOTAL BUDGET</b>	<b>\$50,000.00</b>			<b>\$50,000.00</b>

## GRANT AGREEMENT

3610-572900-144100  
AIDS 554-1

This Grant Agreement, entered into by and between the **Indiana State Department of Health** (the "State") and **Indianapolis Urban League, Inc.** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### 1. Purpose of this Grant Agreement

The purpose of this Grant Agreement is to enable the State to award a grant from the State of Indiana's AIDS Prevention Grant Fund of up to \$31,500 to the Grantee for eligible costs of the project (the "Project") as described in Attachments A and B of this Grant Agreement, which is attached hereto and incorporated herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in CFR Title 45 Parts 74, 92 and 96. The State may authorize an amount up to 10% greater than the above amount should it be deemed necessary by the State to accomplish the purpose of this Grant Agreement. Also the State may finally authorize an amount not less than 90% of the above amount should it be determined by the State that the maximum amount of this Grant Agreement is not necessary for the completion of the project described in Paragraph 3. In no event shall the increase or decrease in the amount of this Grant Agreement be greater than \$25,000. This will make the most efficient use of the total grant money distributed between multiple grantees. Should the State make the determination to increase or decrease the amount of this Grant Agreement under this paragraph the State will notify the Grantee in writing.

### 2. Term

This Grant Agreement shall commence on July 1, 2005, (the Commencement Date) and shall remain in effect through December 31, 2005, (the Expiration Date). In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

### 3. Design and Implementation of Project

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

### 4. Monitoring Reviews by the State

The State may conduct an on-site monitoring review of the Project. The monitoring review may document any of the following and any others specified in Attachments A and B:

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

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

Payment of this Grant shall be made under the following schedule and conditions:

- A. This Grant must be fully executed.
- B. All items required by Attachments A and B must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Attachments A and B must be met to the State's satisfaction.
- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms to the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant, the State may promptly conduct an on-site monitoring of the project and complete a project monitoring report as described in Paragraph 4 of this Grant.
- F. Failure to complete the Project and expend state, local or private funds in accordance with this Grant Agreement may be considered a material breach and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all state funds expended that are not in the scope of this Project or the Budget.

## **6. Project Budget and Budget Modification**

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

## **7. Statutory Authority of Grantee**

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive Grant funds, and, if the State determines that it is ineligible, it expressly agrees to repay all monies paid to it under this Grant upon demand.

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

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to provide HIV health education/risk reduction services to minority populations in Indianapolis. Interventions will be targeted to high risk communities. Grantee will also provide Health Communication/Public Information services targeted to high risk communities as described fully in Attachments A and B and for no other purpose.

## **9. Conflict of Interest**

### **A. As used in this section:**

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

"Interested party," means:

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

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

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

## 10. Drug-Free Workplace Certification

- A. 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 Grantee's workplace.
- B. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant or debarment of grant opportunities with the State of Indiana for up to three (3) years.
- C. In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:
- D. This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant or agreement as part of the Grant documents.
- E. The Grantee certifies and agrees that it will provide a drug-free workplace by:
  - 1) Publishing and providing to all of its employees a statement notifying them employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
  - 2) Establishing a drug-free awareness program to inform its employees of a) the dangers of drug abuse in the workplace; b) the Grantee's policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
  - 3) Notifying all employees in the statement required by subparagraph 1) above that as a condition of continued employment the employee will a) abide by the terms of the statement; and b) 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
  - 4) Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 3)b) above, or otherwise receiving actual notice of such conviction; and

- 5) Within thirty (30) days after receiving notice under subdivision (3)(b) 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
- 6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1) through 5) above.

## **11. 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 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.

## **12. 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 contract shall be reviewed by the State and the Grantee to determine whether the provisions of the contract 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 contract 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 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 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 contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State 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 subGrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, and regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H. The Grantee hereby affirms that, if registration is required by Indiana law or by this Grant, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- I. 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 contracts, 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.
- J. 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.

### **13. Nondiscrimination**

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

### **14. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: A) Grant Agreement, B) attachments prepared by the State (Attachments A and B), and C) Grantee's Grant Application.

### **15. Renewal**

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

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

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



## **17. Access To Records**

The Grantee and its subGrantees shall maintain all books, documents, papers, accounting records, and other evidence (Records) of costs for inspection by the State or its authorized representatives. Copies of the Records shall be furnished at no cost to the State if requested. The Grantee and its subGrantees shall make all Records available at their respective offices at all reasonable times during the Grant Agreement period and for three (3) years from the date of final payment under the Grant Agreement or until an audit has been completed and all audit exceptions cleared.

## **18. Additional Payment Terms**

- A. The State disburses Grant funds on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed State Claim Vouchers from the Grantee. The Claim Vouchers shall be submitted on the forms provided. Claim Vouchers are due by the 20th day after the end of each month.
- B. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.
- C. All equipment purchased with grant funds for \$5,000 or more becomes the property of the State and shall not be sold or disposed of without written consent from the State.
- D. If this Grant allows travel reimbursement, Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. Grantee's travel expenses can only be reimbursed in accordance with the current State Travel Policies and Procedures in Financial Management Circular #2003-1. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) may be denied unless submitted at least four (4) weeks before the scheduled travel date.

## **19. 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.

## 20. Audits and Maintenance of Records

- A. Following the termination of this Grant Agreement, the Grantee shall secure an audit of Grant funds. An independent public accountant or certified public accountant (or the State Board of Accounts) shall conduct this audit in accordance with Generally Accepted Government Auditing Standards ("GAGAS") and any other applicable audit guidelines or any standards specified by the State or the federal government. These standards include Indiana Code 5-11-1 and the Indiana State Board of Accounts publication "Guidelines for the Examination of the Entities Receiving Financial Assistance from Governmental Sources." The federal Office of Management and Budget Circular A-133 (Audits of Institutions of Higher Education and Other Non-Profit Organizations) may also apply. The Grantee must submit audits the either thirty (30) days after receipt of the Auditor's report(s) or nine (9) months after the close of the audit period, whichever is earlier, unless the ISDH Audit Section provides a written waiver. The Grantee agrees to provide a readable copy, or original, if requested by the State, of all audits secured by the Grantee to meet this provision. The Grantee must also provide a copy of its "Entity Annual Report" (Form E-1) to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Grantee agrees to provide the Indiana State Board of Accounts an original of all financial and compliance audits and the original Grantee's "Entity Annual Report" (Form E-1). Should the Grantee be an agency of the State of Indiana or a local or quasi-governmental agency, the requirement to submit the Grantee's "Entity Annual Report" (Form E-1) to the State and the State Board of Accounts is waived.
- B. The Grantee's audit shall be an audit of the actual entity or the distinct portion thereof that performs the functions of the Grant, and not of a parent, member, or subsidiary corporation of the Grantee, unless the Auditor of State requests an expanded audit. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.
- C. The State and the Indiana State Board of Accounts reserve the right to approve any auditor who conducts the audit. If the State requests, the Grantee shall require its sub-grantees to secure audits in accordance with subparagraph A), and to timely file all reports required by the Indiana State Board of Accounts.
- D. Grantee shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Grantee's program and financial activities under this grant and Grantee's claims for reimbursement as required by law, and any other evidence which, according to generally accepted accounting procedures, identifies costs attributable to the services specified on 'Attachments A and B' of this Grant Agreement and any other documents required under the terms of this contract. The Grantee shall comply with the cost principles set forth in Office of Management and Budget Circular A-122. The Grantee shall maintain a written cost allocation plan identifying procedures for attributing costs to each component code and service.

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

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

## **21. Authority To Bind**

The signatory for the Grantee represents that he has obtained all necessary approvals to make this Grant Agreement fully binding upon the Grantee when his signature is affixed. This Grant Agreement must not be subject to further acceptance by Grantee when accepted by the State of Indiana.

## **22. Confidentiality Of State Information**

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

## **23. Cultural Competency**

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

## **25. Federal Funding Information and Compliance**

- a) C.F.D.A. Title - HIV Prevention Activities    d) Award No. U62/CCU523488
- b) C.F.D.A No. 93.940    e) Award Year - 1-01-05 through 12-31-05
- c) Award Name - HIV Prevention Project    f) Federal Agency - Department of Health & Human Services, Public Health Service, Centers for Disease Control & Prevention

In Grants funded by the United State Department of Health and Human Services, the Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96.

## **26. Federal Funds Disclosure**

Any of the Grantee's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by grant funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

## **27. 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Grant Agreement, contract, 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 subgrants and that all subgrantees shall certify and disclose accordingly.

## **28. Federal Non-Discrimination Clause**

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

## **29. Governing Laws**

Indiana law applies to all activities under this Grant. Any claims arising out of this Grant must be brought in the Indiana courts. Any interpretation of this Grant shall apply Indiana law without resort to conflicts of laws principles.

## **30. Indemnification**

The Grantee agrees to indemnify, defend, and hold harmless the State of Indiana and 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 or its subcontractors, if any. The State shall not provide such indemnification to the Grantee.

## **31. Independent Contractor**

- A. Both parties to this Grant 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 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.
- B. The Grantee will provide all necessary unemployment and workers' compensation insurance for its employees.

## **32. Information Technology Accessibility**

- A. All Grantees supplying information technology related products and services to the state of Indiana must comply with all Indiana Technology Oversight Commission policies and standards. These policies and standards can be found at [http://www.in.gov/itoc/html\\_site/architecture/poli.html](http://www.in.gov/itoc/html_site/architecture/poli.html) and [http://www.in.gov/itoc/html\\_site/architecture/stan.html](http://www.in.gov/itoc/html_site/architecture/stan.html). Any deviation from the published standards and policies, must be approved by ITOC and be supported by a written waiver.
- B. 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 Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

### **33. Licensing Standards**

Grantee, its employees, and its subcontractors shall comply with all licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services under this Grant Agreement. The State will not pay for any services performed when Grantee or its employees or subcontractors were not in compliance with such standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Grantee shall notify State immediately and the State, at its option, may immediately terminate this Grant Agreement.

### **34. Notices to Parties**

All notices shall be sent to the following addresses, unless otherwise provided in writing:

Notices to the State shall be sent to:

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

Notices to the Grantee shall be sent to:

Indianapolis Urban League, Inc.  
ATTN: Otha H. Meadows  
777 Indiana Avenue  
Indianapolis, IN 46202

Payments to the Grantee shall be sent to:

Indianapolis Urban League, Inc.  
ATTN: Otha H. Meadows  
777 Indiana Avenue  
Indianapolis, IN 46202

### **35. 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 of Indiana and all such materials will be the property of the State of Indiana. Use of these materials without the prior written consent of the State is prohibited unless related to Grantee's contract performance. The Grantee shall be responsible for any loss of or damage to these materials 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 allow the State full, immediate, and unrestricted access to the work product.

### **36. Penalties/Interest/Attorney's Fees**

The State will not 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, and any liability for late payment will be paid from state funds only.

### **37. Progress Reports**

- A. The Grantee shall submit progress reports to the State as specified in Attachments A and B or as requested. The progress report shall assure the State that work is progressing in line with the schedule, that additional deliverables, if any, will better serve the public, and that completion can be reasonably assured on the scheduled date.
- B. The failure to provide progress reports as requested by the State may be 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 payments and suspension of the Grantee's participation in State programs until 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 the Grant.

### **38. Remedies Not Impaired**

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

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

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

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

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

#### **40. Severability**

The invalidity of any paragraph, subparagraph, division, subdivision, clause or provision of this Grant Agreement shall not affect the validity of the remaining paragraphs, subparagraphs, divisions, subdivisions, clauses or provisions of the Grant Agreement.

#### **41. Taxes**

The State 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.

#### **42. 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 is in writing and signed by the party claimed to have waived such right.

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

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

The following clauses had minor modifications:

Purpose of this Grant Agreement

Term

Design and Implementation of Project

Monitoring Reviews

Payment of Grant Funds by the State

Project Budget and Budget Modification

Statutory Authority of Grantee

Use of Grant Fund by Grantee

Compliance with Laws

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

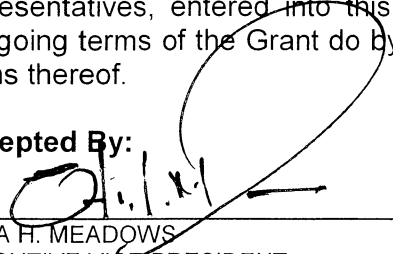
The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly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

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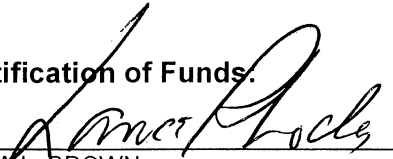
In Witness Whereof, Grantee and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the Grant do by their respective signatures dated below hereby agree to the terms thereof.

Accepted By:

  
OTHA H. MEADOWS  
EXECUTIVE VICE PRESIDENT  
INDIANAPOLIS URBAN LEAGUE, INC.

DATE: 2/1/05

Certification of Funds.

  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 8/05/05

Recommended and Approved By:

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


DATE: 8-3-05

Approved:

  
EARL GOODE, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

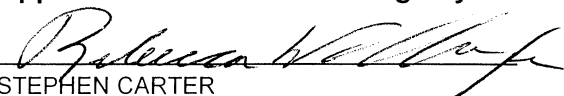
DATE: 9-13-05

Approved:

  
CHARLES SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 9/14/2005

Approved as to Form and Legality:

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 9-20-05

## **ATTACHMENT A**

### **HIV/AIDS Prevention Project/Health Communication-Public Information**

#### **Indianapolis Urban League**

The Grantee will provide on behalf of the Indiana State Department of Health (ISDH), Division of HIV/STD an HIV/AIDS Prevention intervention funded at \$31,500.

All activities must be science based and culturally appropriate. Activities must be conducted in communities with high-risk individuals in various locations such as substance abuse facilities, department of corrections half-way houses, department of corrections work release facilities, DOC correctional facilities, community organizations, health fairs, and street level interventions. All activities must be aimed at producing lasting behavior change to decrease the risks of Human Immunodeficiency Virus (HIV) infection or transmission. An evaluation component is included in the project. Activities and supporting budget line items were proposed by the Grantee and approved by the Indiana State Department of Health.

Funded Intervention: Health Communication/Public Information

## ATTACHMENT B

### BUDGET

Personnel	16,000
Fringe	4,800

<b>TOTAL PERSONNEL</b>	<b>\$20,800</b>
------------------------	-----------------


Consumable Supplies	3,500
Travel	1,500
Consultant	1,500
Contractual	1,000
Indirect	3,150

<b>TOTAL BUDGET</b>	<b>\$31,500</b>
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The following clause is added as an additional contract term to EDS # A70-6-7417

between


Printed Name: Sue Uhl

Initials 

Agency: Indiana State Department of Health

and

Printed Name: Otha Meadows

Initials OHM 

Contractor: Indianapolis Urban League

### **Payments**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.