

JUL 06 2006



# RECEIVED

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

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

DEPARTMENT OF ADMINISTRATION  
CONTRACTS DIVISION

A70-6-7482

1. EDS Number: A70-5-7482  
2. Date prepared: 7/6/2006

## 3. CONTRACTS &amp; LEASES

- ☐ Professional/Personal Services  
☒ Grant  
☐ Lease  
☐ Attorney  
☐ MOU  
☐ QPA
- ☐ Contract for procured Services  
☐ Maintenance  
☐ License Agreement  
☒ Amendment# 1  
☐ Renewal #  
☐ Other

## FISCAL INFORMATION

4. Account Number: SEE ATTACHED  
5. Account Name: MCH/CSHCN/THP

6. Total amount this action: \$41,169.00  
7. New contract total: \$1,108,336.00

8. Revenue generated this action: \$0.00  
9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year	Amount	Year	Amount
2005	\$ 112,333.00	2007	\$ 168,500.00
2006	\$ 827,503.00		

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 3/1/2005  
12. To (month, day, year): 9/30/2006

13. Method of source selection: ☒ Bid/Quotation ☐ Emergency ☐ Negotiated ☐ Special Procurement

☒ RFP# 5-6 ☐ 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):  
IC 16-19-3-22

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

Contractor provides a toll-free answering service to provide information on safety precautions and emergency procedures with regard to poisons as required under Indiana Code. This contract blends two sources of funding (CSHCN \$533,584; and MCH \$533,583). Amendment #1 adds an additional funding source (THP) and funds of \$41,169.

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

Award made under competitive Request for Proposal (RFP). The objectives of this contractor are consistent with and supportive of the State Health Plan, National Objectives for the Year 2010, Title V legislation, and the Indiana State Department of Health's (ISDH) Critical Success Factors (Strategic Plan).

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

40. Agency fiscal officer or representative approval	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

AW

9/29/06

## AGENCY INFORMATION

14. Name of agency: Department of Health  
15. Requisition Number:

16. Address: State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS, IN 46204

## AGENCY CONTACT INFORMATION

17. Name: Robert Bruce Scott  
18. Telephone #: 317/233-1241

19. E-mail address: rbscott@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 #: 0000051925

24. Name: CHP-METHODIST/IU/RILEY  
25. Telephone #: (317)962-2335

26. Address: CLARIAN/METHODIST PEDS  
PO BOX 1367  
INDIANAPOLIS, IN 46206

27. E-mail address:

28. Is the vendor registered with the Secretary of State (Indiana Corporations, must be registered) ☒ Yes ☐ No

29. Primary Vendor: M/WBE  
Minority: ☒ Yes ☐ No  
Women: ☒ Yes ☐ No

30. If yes, list the %:  
Minority: %  
Women: %

31. Sub Vendor: M/WBE  
Minority: ☒ Yes ☐ No  
Women: ☒ Yes ☐ No

32. If yes, list the %:  
Minority: %  
Women: %

33. Is there Renewal Language in the document? ☒ Yes ☐ No

34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

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AUG 25 2006

OAG CONTRACTS

**Mitchell E. Daniels, Jr.**  
Governor

**Judith A. Monroe, M.D.**  
State Health Commissioner




# Indiana State Department of Health

*An Equal Opportunity Employer*

**DATE:** June 6, 2006

**TO:** Carrie Henderson, Commissioner  
Department of Administration

Charles Schalliol  
State Budget Director

**FROM:** Linda Brown, Director of Finance 

**SUBJECT:** Justification for Contract Walk Through  
Re: Clarian Health Partners

We are requesting that our contract amendment with Clarian Health Partners be expedited. The amendment will provide funding for additional support of the Indiana Poison Control Center.

In addition, the funding for this amendment may not be available after the end of this fiscal year and finding another source may be difficult.

If I can be of further assistance, please give me a call at 233-7113.

Thanks in advance for your assistance in this matter.

**cc: Contract and Audit Section/Division of Finance**

*MS 5/12/06*

3620-572900-141600		
MCH 393-3	A% 30	\$533,583
	B% 40	
	<i>MS 5/12/06</i> C% 30	
2070-572900-140000		
CSHCN 393-3		\$533,584
6330-572900-101000		
THP 393-3		\$41,169 <i>ef</i>

### Amendment No. 1

This is an Amendment to the existing Title V - MCH Block Grant Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Clarian Health Partners, Inc. d.b.a. Methodist, IU, Riley Hospitals** (hereinafter referred to as the "Grantee") for the period from March 1, 2005 through September 30, 2006, in the amount of \$1,067,167.

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 \$41,169, making the new total of the Grant Agreement \$1,108,336. The additional funds will be used for additional support of the Indiana Poison Control Center.

Paragraph 18 **Additional Payment Terms** is amended to add this:

Payments from the Tobacco Health Program shall not exceed \$41,169 for the period July 1, 2005 through June 30, 2006. Total remuneration for this Grant Agreement shall not exceed \$1,108,336.

### Funding Summary

3620-141600	3/1/05 thru 9/30/05	\$ 196,583
3620-141600	10/1/05 thru 9/30/06	337,000
2070-140000	7/1/05 thru 6/30/06	449,334
2070-140000	7/1/06 thru 9/30/06	84,250
6330-101000	7/1/05 thru 6/30/06	<u>41,169</u>
 Total		 \$1,108,336

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.

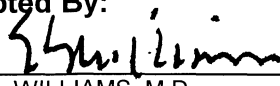
### **Non-Collusion and Acceptance**

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.

**The rest of this page has been left blank intentionally.**


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:**

  
ERIC S. WILLIAMS, M.D.  
EXECUTIVE VICE PRESIDENT  
CLARIAN HEALTH PARTNERS, INC.  
D.B.A. METHODIST, IU, RILEY HOSPITALS

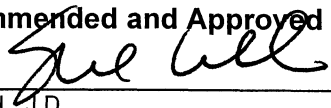
DATE: 5/24/06

**Certification of Funds:**

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

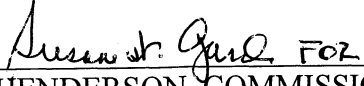
DATE: 5/31/06

**Recommended and Approved By:**

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

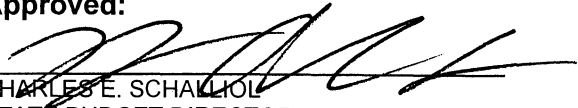
DATE: 5 30 06

**Approved:**

  
CARRIE HENDERSON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

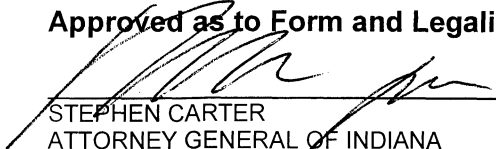
DATE: July 7, 2006

**Approved:**

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 6/21/06

**Approved as to Form and Legality:**

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 9/29/06

NOV 23 2005

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. *9345*
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

3366 - 6/15/20

1. EDS Number <i>A10-16-7482</i>	2. Date prepared: June 15, 2005 <i>LB</i>
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**3. CONTRACTS & LEASES**

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

**FISCAL INFORMATION**

4. Account Number: 2070-140000; 3620-141600	5. Account Name: CSHCN, MCH
6. Total amount this action: \$1,067,167.00	7. New contract total: \$1,067,167.00
8. Revenue generated this action:	9. Revenue generated total contract:
10. New total amount for each fiscal year:	
Year <u>2005</u> \$ <u>\$112,333.00</u>	Year <u>2007</u> \$ <u>\$168,500.00</u>
Year <u>2006</u> \$ <u>\$786,334.00</u>	Year <u>      </u> \$ <u>          </u>

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): March 1, 2005	12. To (month, day, year): September 30, 2006
13. Method of source selection:	
<input checked="" type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP # 5-6	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Negotiated	
<input type="checkbox"/> Special Procurement	

35. Will the attached document involve data processing or telecommunications system(s)? <input type="checkbox"/> Yes: ITOC or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-19-3-22	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Contractor provides a toll-free answering service to provide information on safety precautions and emergency procedures with regard to poisons as required under Indiana Code. This contract blends two sources of funding (CSHCN \$533,584; and MCH \$533,583).	
38. Justification of vendor selection and determination of price reasonableness: Award made under competitive Request for Proposal (RFP). The objectives of this contractor are consistent with and supportive of the State Health Plan, National Objectives for the Year 2010, Title V legislation, and the Indiana State Department of Health's (ISDH) Critical Success Factors (Strategic Plan).	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) ISDH determined to split Bioterrorism deliverables from the initial contract as described in RFP 5-6. After removing the Bioterrorism deliverables, ISDH further determined that the general support for the Indiana Poison Control Center should be in the form of a grant. Bioterrorism will be addressed in a separate contract.	

**SIGNATURES**

40. Agency fiscal officer or representative approval Linda L. Brown	41. Date Approved See signature page of contract	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval <i>ENB</i>	45. Date Approved <i>12-22-05</i>	46. Agency representative receiving from AG	47. Date Approved <i>50</i>

**AGENCY INFORMATION**

14. Name of agency: ISDH/CSHCS	15. Requisition Number:
16. Address: 2 North Meridian Street, Section 2-C Indianapolis IN 46204-3006	

**AGENCY CONTACT INFORMATION**

17. Name: Robert Bruce Scott	18. Telephone #: (317) 233-1241
19. E-mail address: rbscott@isdh.state.in.us	

**COURIER INFORMATION**

20. Name: Steve Martin	21. Telephone #: (317) 233-7573
22. E-mail address: smartin@isdh.state.in.us	

**VENDOR INFORMATION**

23. Taxpayer Identification Number: 35-1955872 <i>05 vca</i>	
24. Name: Clarian Health Partners, Inc.	25. Telephone #: (317) 962-2335
26. Address: d.b.a. Methodist, IU, Riley Hospitals Attn: Peter Michael P.O. Box 1367 Indianapolis, IN 46206-1367	

27. E-mail address:	
28. Is the vendor registered with the Secretary of State (Only 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: <input type="checkbox"/> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: <input type="checkbox"/> %
31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: <input type="checkbox"/> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: <input type="checkbox"/> %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED

DEC 10 2005

OAG ADVISORY

Received

NOV 28 2005

IDOA Contracts

## GRANT AGREEMENT

3620-572900-141600	
MCH 393-3	A% 30 \$533,583
	B% 40
	C% 30
2070-572900-140000	
CSHCN 393-3	\$533,584

*ms 7/12/05*  
*ms 7/12/05*

This Grant Agreement, entered into by and between the **Indiana State Department of Health** (the "State") and **Clarian Health Partners, Inc., d.b.a. Methodist, IU, Riley Hospitals** (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 Title V - MCH Block Grant Fund of up to \$1,067,167 to the Grantee for eligible costs of the project (the "Project") as described in Attachment A of this Grant Agreement, which is attached hereto and incorporated herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant 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 March 1, 2005, (the Commencement Date) and shall remain in effect through September 30, 2006, (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 Attachment A, 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 Attachment A:

- A. Whether Project activities are consistent with those set forth in Attachment A, 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 Attachment A.
- 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 Attachment A must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Attachment A 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 Attachment A 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 a toll-free answering service to provide information on safety precautions and emergency procedures with regard to poisons as described fully in Attachment A 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 (Attachment A), 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. Payments from the Title IV MCH Block Grant shall not exceed \$196,583 for the period of March 1, 2005 through September 30, 2005 and \$337,000 for the period of October 1, 2005 through September 30, 2006. Payments from the Children with Special Health Care fund shall not exceed \$449,334 for the period of July 1, 2005 through June 30, 2006 and \$84,250 for the period of July 1, 2006 through September 30, 2006.
- B. All accounts will be closed sixty (60) days after the end of each Grant Agreement period as specified in 18 A. 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 'Attachment A' 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.



- C. The State's cultural competency training is free. The State will reimburse travel and incidental expenses up to the maximum allowed by state rules or up to the maximum allowed by the Grant, whichever is greater. The Grantee or subcontractor will pay any travel and incidental expenses over the maximum reimbursable amount. When the Grantee receives a Cultural Competency Assessment form, it must complete the form and return it to the CDE Division within thirty (30) days of receipt.

#### **24. Disputes**

- A. Should any disputes arise with respect to this Grant Agreement, the Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Grant Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs. 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:
- C. 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 Commissioner may reconsider the decision.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant 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.

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

- |  |  |
|--|--|
| a) C.F.D.A. Title – Maternal and Child Health Services Block Grant to States | d) Award No. Pending   |
| b) C.F.D.A No. 93.994  | e) Award Year – 10-01-05 through 9-30-07   |
| c) Award Name – Maternal and Child Health Services Block Grant Program       | f) Federal Agency – Department of Health & Human Services, Public Health Service, Health Resources & Services Administration, Maternal and Child Health Bureau |

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:

Clarian Health Partners, Inc.  
d.b.a. Methodist, IU, Riley Hospitals  
ATTN: Eric S. Williams, M.D.  
Attn: Peter Michael  
P.O. Box 1367  
Indianapolis, IN 46206-1367

Payments to the Grantee shall be sent to:

Clarian Health Partners, Inc.  
d.b.a. Methodist, IU, Riley Hospitals  
ATTN: Eric S. Williams, M.D.  
Attn: Peter Michael  
P.O. Box 1367  
Indianapolis, IN 46206-1367

### **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 Attachment A 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.

**The rest of this page is left blank intentionally.**

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:**

Eric S. Williams  
ERIC S. WILLIAMS, M.D.  
EXECUTIVE VICE PRESIDENT  
CLARIAN HEALTH PARTNERS, INC.  
D.B.A. METHODIST, IU, RILEY HOSPITALS

DATE: 7/25/05

**Certification of Funds:**

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

DATE: 9/27/05

**Recommended and Approved By:**

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

DATE: 9-24-05

**Approved:**

Earl Goode FOR  
EARL GOODE, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 11-28-05

**Approved:**

Charles Schalliol  
CHARLES SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 12/15/05

**Approved as to Form and Legality:**

Elizabeth A. Brown for  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 12-22-05

**ATTACHMENT A**  
**Clarian Health Partners**  
**Indiana Poison Control Center**

Clarian Health Partners, hereinafter referred to as the "Grantee," will provide services through the Indiana Poison Control Center for the Indiana State Department of Health, hereinafter referred to as the "State."

For the citizens of Indiana, the Indiana Poison Control Center will:

- Provide 24-hour emergency poison and patient telephone management information to the public and health care providers (Indiana Code 16-19-3-22).
- Offer poison prevention education opportunities to the public.
- Educate health care providers in the management of poisonings and drug overdoses.
- Collect and disseminate statistical information on poisonings.

Indiana Poison Control Center services are required to provide 24-hour emergency poison and patient management information to the public and health care providers throughout Indiana. The capability to meet professional standards must meet documented certification from the American Association of Poison Control Centers. The Grantee will:

1. Provide 24-hour emergency poison and patient telephone management information to the public and health care providers by:
  - Providing information 24-hours/day, 365 days/year to both health professionals and the public using current and comprehensive poison information resources and appropriate staff
  - Maintaining a direct incoming telephone system that is adequate to assure ready access. This system must:
    - a. Provide toll-free access, along with access for hearing-impaired individuals.
    - b. Be extensively publicized throughout the state to health professionals and the public.
    - c. Be able to service callers whose language is other than English.
  - Providing a plan for the Indiana Poison Control Center services in a response to natural and technological disasters and bioterrorism.
  - Maintaining operational guidelines to provide a consistent approach to evaluation and management of toxic exposures.
  - Monitoring the emergence of poisoning hazards and developing specific actions to reduce/eliminate poisoning hazards.
  - Maintaining records of all cases and medical records in compliance with appropriate laws, practices and procedures.
2. Offer poison prevention education opportunities to the public. This includes:
  - Providing professional and public education on the appropriate use of the Indiana Poison Control Center.
3. Educate health care providers in the management of poisonings and drug overdoses.
4. Further knowledge in the field of clinical toxicology by research and contribution to the medical literature.
5. Collect and disseminate statistical information on poisonings. This includes:



- Submitting all human exposure data to the American Association of Poison Control Centers' Toxic Exposure Surveillance System.
- Providing written summary annual and semi-annual reports to ISDH Maternal and Child Health Services (MCH) staff. Data must be provided in a format specified by the State.

Additionally, administrative requirements of this program require data entry, computerization and program management skills. The provision of emergency poison and patient management information is extremely sensitive to time and detail requirements and must address diverse regulatory mandates. This is in support of injury prevention operations in compliance with Indiana Code 16-19-3-22.

#### OPERATIONAL REQUIREMENTS:

1. Obtain and maintain Certification from the American Association of Poison Control Centers.
2. Provide evidence that the sponsoring organization for the Indiana Poison Control Center can adequately serve the entire state.
3. Provide evidence of a marketing plan that will increase public awareness of the appropriate use of the Indiana Poison Control Center.
4. Provide information 24 hours/day, 365 days/year to both health professionals and the public.
5. Maintain a direct incoming telephone system that is extensively publicized throughout the state and is accessible to health professionals and the public statewide.
6. Maintain a telecommunications system adequate to assure ready access and must provide data verifying ready access.
7. Maintain a toll-free telephone system, along with access for the hearing-impaired individuals. Be able to serve callers whose language is other than English.
8. Maintain current and comprehensive poison information resources, which are to be immediately available to Indiana Poison Control Center staff at all times.
9. Maintain written operational guidelines that provide a consistent approach to evaluation and management of toxic exposures. The guidelines must be available in the Indiana Poison Control Center at all times and must be approved in writing by the Indiana Poison Control Center medical director.
10. Revenues generated by the selected respondent in performance of this contract must remain with the project and not be utilized by the selected respondent for any purpose unrelated to improving the Indiana Poison Control Center.
11. The Grantee will designate at least one individual in their organization to serve as the primary point-of-contact between the selected respondent and the State. The State reserves the right of approval of that contact individual. The State also reserves the right to request that the Grantee change the contact individual if the State so desires. The Grantee will then assign another individual to serve as the primary contact. The State will also have the right to approve or disapprove any replacements named by the Grantee.
12. Quarterly meetings with State representatives will occur at the Grantee's facility/service site.

13. The Grantee will submit a "disaster plan" to ensure the continued operation of the Indiana Poison Control Center services in the event of extraordinary circumstances, including but not limited to: natural disasters, bioterrorism, technological arson, fire, criminal activity, vandalism, financial insolvency and failure to meet statutory or regulatory requirements. This "disaster plan" may include possible transfer of references, files and phone logs to new management or facilities as appropriate.

#### STAFF PERFORMANCE REQUIREMENTS:

1. Provide full-time toxicological supervision.
2. Provide medical direction and devote at least 20 hours per week of professional activity time to toxicology.
3. Provide direct toxicological supervision of the Indiana Poison Control Center staff.
4. Provide a specialist in poison information who will be on duty in the certified poison control center and must be 100 percent dedicated to the Indiana Poison Control Center activities during periods when they are assigned.
5. Provide medical backup by board-certified or board-prepared medical toxicologist.
6. Provide poison information resources and transmit that information to both health professionals and the public.
7. Specialty consultants in related areas of expertise should be available on-call and provide consultation on-call on an as-needed basis.
8. Provide supervision of finances, operations, personnel, data analysis and other administrative functions.
9. Provide educational opportunities for health care professionals and the general public.

#### QUALITY ASSURANCE REQUIREMENTS

1. Implement quality assurance activities that incorporate specific monitoring parameters and staff education program.
2. Demonstrate that patient outcomes are monitored regarding high risk, high volume or problem-prone cases. Document corrective actions taken to improve patient care.

#### DATA COLLECTION REQUIREMENTS:

1. Keep records of all cases handled by the Indiana Poison Control Center in a form that is acceptable as a medical record. Records need to contain data elements and sufficient narrative to allow for peer review and medical and/or legal audit, and records must be retrievable.
2. Submit all human exposure data to American Association of Poison Control Centers' Toxic Exposure Surveillance System.
3. Tabulate Indiana Poison Control Center experiences for program evaluation and hazard surveillance on at least an annual basis. Provide a semi-annual report, in the format required, to the Indiana State Department of Health.
4. Monitor the emergence of poisoning hazards and take specific actions to eliminate poisoning hazards.

#### PROFESSIONAL and PUBLIC EDUCATION REQUIREMENTS:

1. Provide information on the management of poisoning to health care providers throughout the state through a one-day conference at a minimum.

2. Provide information about Indiana Poison Control Center services, the toll-free phone line, the Internet website address, updates on new and important advances in poisoning management to the health care providers throughout the state.
3. Provide public education programs and displays aimed at educating both children and adults about poisoning dangers and safety measures. Be available for public events and community functions.
4. Provide information for the media and be available to the media for interviews.
5. Provide educational materials, publications or promotional materials generated by the Indiana Poison Control Center for prior approval of the State Health Commissioner and the ISDH Office of Public Affairs to assure that proper credit for financial support is given to any and all State and Federal agencies that may participate in funding the Indiana Poison Control Center. The ISDH name and logo must be included on all materials produced.

#### STAFF QUALIFICATIONS:

1. The medical director must be board certified in medical toxicology or board-prepared in medical toxicology as determined by a letter from the Board indicating that the candidate will be allowed to sit for the next examination.
2. The medical director and others who provide medical direction must have medical staff appointments at an inpatient treatment facility, must be involved in the management of poisoned patients and must regularly consult with staff about case management.
3. The managing director needs to be certified by the American Association of Poison Control Centers.
4. The poison information specialists need to be certified by the American Association of Poison Control Centers or a board-certified medical toxicologist or a diplomat of the American Board of Applied Toxicology.
5. Specialty consultants are to be qualified by training or experience to provide sophisticated toxicology or patient care information in their areas of expertise.

#### Additional Conditions

The Grantee agrees to abide by the following additional conditions:

1. That each client will be assigned a payment level category based on the participant's annual household gross income and size with regard for extenuating circumstances (e.g., substantial financial debt, extraordinary medical bills), in accordance with procedures established by the State, a copy of which is available upon request. Clients at 100% of the federal poverty level and below or clients eligible for Hoosier Healthwise (Medicaid) will not be charged for services. The Grantee shall be an approved Hoosier Healthwise (Medicaid) provider or shall have made application for Hoosier Healthwise (Medicaid) provider status prior to initiation of services.
2. That every effort shall be made to collect from third party payment sources, e.g., Medicaid (including Early Periodic Screening, Diagnosis, and Treatment), private insurance, or patient fees, the cost of diagnostic, preventive, and treatment services. These efforts

include the requirement that all clients be screened for Hoosier Healthwise (Medicaid) eligibility upon enrollment.

3. That professional personnel, hospitals, and other individuals, agencies, or groups providing services authorized in the approved application and paid for by grant funds or by third parties shall agree not to make any charge to or accept any payment from the patient (client) or his family for the same service.
4. That grant funds will be the last source of payment for in-center and out-of-center services.
5. That grant funds and program income shall not be expended for:
  - a. Construction of buildings, building renovations;
  - b. Depreciation of existing buildings or equipment;
  - c. Contributions, gifts, donations, dues to societies, organizations, or federations;
  - d. Entertainment;
  - e. Automobile purchase;
  - f. Interest and other financial costs;
  - g. Costs for in-hospital patient care (other than high-risk pregnant women and infants);
  - h. Fines and penalties;
  - i. Fees for health services;
  - j. Bad debts;
  - k. Contingency funds;
  - l. Executive expenses (e.g., car rental, car phone, entertainment);
  - m. Food;
  - n. Fund raising expenses;
  - o. Legal fees; and
  - p. Legislative lobbying.
6. As an amendment to Subparagraph 29e) of the Grant Agreement, all equipment purchased with grant funds and/or program income, which has a cost of \$1,000 or more, shall remain the property of the State and shall not be sold or disposed of without written consent from the State.
7. That acceptance of any services offered under this Grant Agreement shall be voluntary on the part of the individual to whom such services are offered and that acceptance of any services shall not be a prerequisite to eligibility for the receipt of any other services under the Grant Agreement.
8. That any proposed changes in the target population served under this Grant Agreement or that any proposed changes in geographic location of service sites must be requested in writing, and that any approved changes be documented in a written response from the State.
9. That all standards published by the State with an effective date of October 1, 1992 will be implemented by the Grantee; a copy of which is available upon request.


10. That funding is contingent upon providing individualized client data to the State. The Grantee agrees to obtain client's consent for release of information in an individually identifiable manner to the State as a prerequisite to enrollment in the approved program. Specifically, the Grantee will complete enrollment and encounter forms on all individuals served and will perform data entry for the Maternal and Child Health Local Project Data System provided by the State. Grantee will submit all data to the State no later than the 30th day after the end of the month in which services are provided and according to a specific schedule provided by the State. Client data submitted later than 90 days after the expiration date of this Grant Agreement will not be accepted. Data provided by the Grantee will be used by the State to perform statistical and evaluative functions and to meet federal reporting requirements.
11. That a written Annual Performance Report shall be prepared and submitted by the Grantee in accordance with guidelines established by the State, a copy of which is available upon request.
12. That changes in the budget shall be requested in writing to and approved by a duly authorized representative of the State, prior to implementation.
13. That additional expenditures, i.e., matching and non-matching funds, shall be made on this project by the Grantee in excess of amounts reimbursed from grant funds. Such additional expenditures shall be reported to the State on the Monthly Report of Revenues and Expenditures and may be used by the State to meet federal matching requirements.
14. That all income generated by grant funds shall be subject to the same requirements as the basic grant monies.
15. To adopt and enforce a no smoking policy in project facilities at all times.

**Indiana State Department of Health  
Indianapolis**

**Interoffice Memorandum**

**DATE:** July 5, 2005

**TO:** Susan Gard  
Deputy Commissioner and Legal Counsel  
Department of Administration

**FROM:** Loren Robertson, M.S., R.E. H. S.   
Assistant Commissioner  
Community and Family Health Services

**SUBJECT:** Late Grant Agreement Justification

The Indiana State Department of Health (ISDH) Maternal and Children's Special Health Care Division (MCSHC) intends to grant funds to Clarian Health Partners to continue support for the Indiana Poison Control Center.

Clarian Health Partners was the only respondent to RFP 5-6 for the Indiana Poison Control Center. This RFP was a joint effort between the Public Health Preparedness and the Maternal and Children's Special Health Care (MCSHC) divisions within ISDH. In developing the contract in response to this RFP, ISDH determined that the divisions would be able to provide better oversight by offering separate contracts to support this program.

ISDH has, by mutual agreement, withdrawn a previous contract offer to Clarian Health Partners that was scheduled to begin March 1, 2005. This has allowed ISDH to restructure the original contract offer into two different instruments. The attached grant agreement reflects the majority of the funding reflected on the previous contract offer. MCSHC has determined that the portion of the Poison Control Center operations funded through MCSHC funds had historically been and should continue to be executed through a grant agreement. This grant supports the public health infrastructure to make the Poison Control Center services available to the public and could not be accurately or appropriately presented as the purchase of specific deliverables. A regular contract with specific deliverables may be processed separately between ISDH and Clarian Health Partners when renegotiations on specific deliverables are completed.

Additionally, the Public Health Block Grant and the Tobacco Health Program funds that had previously provided this support have become unavailable. MCSHC has worked to make other funds available. For this reason, MCSHC intends to change the operational period of this grant to match the fiscal year of the new funding source.

During these negotiations, Clarian Health Partners has continued to operate the Poison Control Center in good faith to preserve the health and lives of Indiana residents in anticipation of this support.

I am therefore requesting authorization to grant funds to Clarian Health Partners beginning March 1, 2005 for the continued operation of the Indiana Poison Control Center.

Please feel free to contact Robert Bruce Scott at (317) 233-1241 or [rbscott@isdh.state.in.us](mailto:rbscott@isdh.state.in.us) with any questions or concerns regarding this matter. Thank you for your time and attention to this matter.

The following clause is added as an additional contract term to EDS # A70-6-7482

between

Printed Name: Sue Uhl

Initials Uhl

Agency: Indiana State Department of Health

and

Printed Name: Eric S. Williams, MD

Initials EW

Contractor: Executive Vice President

### 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.