

# 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. Please type all information.  
3. Check all boxes that apply.  
4. For amendments / renewals, attach original contract.  
5. Attach additional pages if necessary.

**DEPARTMENT OF ADMINISTRATION  
CONTRACTS DIVISION**

JUL 07 2006

**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 # 0000004796	
24. Name: INDIANA UNIVERSITY	25. Telephone #: (317)274-7079
26. Address: FINANCIAL MANAGEMENT SUPPORT PO BOX 66057 INDIANAPOLIS, IN 46266-6057	
27. E-mail address: lihancoc@iupui.edu	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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1. EDS Number: A70-6-7890	2. Date prepared: 7/6/2006
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**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input checked="" type="checkbox"/> Renewal # 1
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

**FISCAL INFORMATION**

4. Account Number: 2070-140000	5. Account Name: Children's Special Health Care
6. Total amount this action: \$17,900.00	7. New contract total: \$35,800.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006 \$ 17,900.00	Year _____ \$ _____
Year 2007 \$ 17,900.00	Year _____ \$ _____

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 7/1/2005	12. To (month, day, year): 6/30/2007
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<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.)

Expand the Parents Empowering Parents (PEP) originally developed for children with hemophilia; and will operate Camp Independence; and Outreach Sickle Cell Program and Education; these program components are to improve health outcomes for children who have Sickle Cell Anemia. Renewal #1 extends the contract 12 months and adds operating expenses.

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

The objectives of this Grantee 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). Notice of funding availability was announced, applications were submitted, scored and evaluated by a review team and reviewed for funding recommendations. The Grant Agreement total is

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 <i>AEW</i>	43. Date Approved 7/13/06
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

FUND/CENTER 2070 - 140000  
PROJECT CODE NONE  
DEPARTMENT ID 195069  
ACTIVITY CODE NONE  
BUDGET REF. 2007

2070-572100-140000  
CSHCN 200-15

*11/5/06*

### Renewal No. 1

Pursuant to IC 5-22-17-4 and the terms of the Children's Special Health Care Grant Agreement, the **Indiana State Department of Health** (hereinafter referred to as the "State") exercises its option to renew its Grant Agreement with **Indiana University** (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 June 30, 2007.

Total amount of this Grant Renewal is \$17,900 and the renewal shall commence July 1, 2006 and shall terminate on June 30, 2007. Total Remuneration of this Grant Agreement is not to exceed \$35,800.

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

2070-140000	7/1/05 thru 6/30/06	\$17,900
2070-140000	7/1/06 thru 6/30/07	<u>17,900</u>
Total		\$35,800

### 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:**

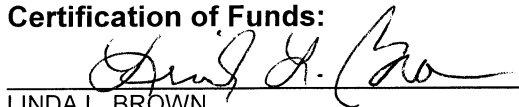


Janice C. Froehlich  
Interim Vice Chancellor for Research

INDIANA UNIVERSITY

DATE: 6/28/06

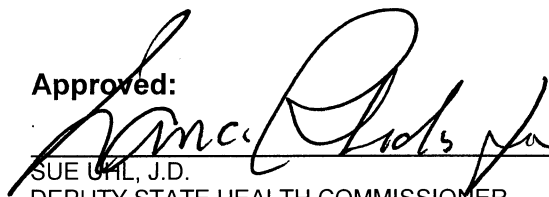
**Certification of Funds:**



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

DATE: 7/7/06

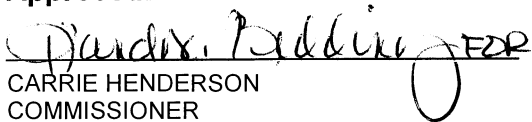
**Approved:**



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

DATE: 7/5/06

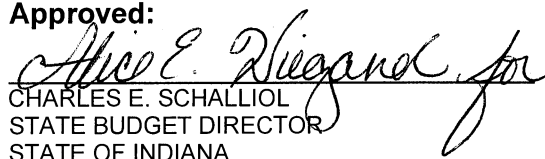
**Approved:**



CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 7-11-06

**Approved:**



CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 7/13/2006

MAR 2 2 2006



# 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. *9944*
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

3848 - 11/21/2

1. EDS Number <i>A10-6-7890</i>	2. Date prepared: November 21, 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

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Year 2006 \$ 17,900.00	Year \$
Year \$	Year \$

## TIME PERIOD COVERED IN THIS EDS

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13. Method of source selection: <input checked="" type="checkbox"/> Negotiated	
Bid/Quotation	Emergency <input type="checkbox"/> Special Procurement
RFP #	Other (specify)

35. Will the attached document involve data processing or telecommunications system(s)? ☐ Yes: ITOC 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.)  
will expand the Parents Empowering Parents (PEP) originally developed for children with hemophilia; and will operate Camp Independence; and Outreach Sickle Cell Program and Education; these program components are to improve health outcomes for children who have Sickle Cell Anemia.

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

The objectives of this Grantee 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). Notice of funding availability was announced, applications were submitted, scored, and evaluated by a review team, and reviewed for funding recommendations. The Grant Agreement total is based on a specific budget proposed by the Grantee as well as costs projected by the ISDH staff.

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

See attached late contract justification memo.

## SIGNATURES

40. Agency fiscal officer or representative approval Linda L. Brown	41. Date Approved See signature page of contract	42. Budget agency approval <i>AEN</i>	43. Date Approved <i>3/2/06</i>
44. Attorney General's Office approval <i>CAB</i>	45. Date Approved <i>4-3-06</i>	46. Agency representative receiving from <i>SR</i>	47. Date Approved <i>3/2/06</i>

## AGENCY INFORMATION

14. Name of agency: ISDH/MCH	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.IN.gov	

## COURIER INFORMATION

20. Name: Steve Martin	21. Telephone #: (317) 233-7573
22. E-mail address: smartin@ISDH.IN.gov	

## VENDOR INFORMATION

23. Taxpayer Identification Number: 35-6001673 K2 <i>eg ACH</i>	
24. Name: Indiana University	25. Telephone #: (317) 274-7079
26. Address: 620 Union Drive, Room 618 Indianapolis, IN 46202	

27. E-mail address: lihancoc@iupui.edu

28. Is the vendor registered with the Secretary of State? (Out of State 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

IDOA Contracts

**INDIANA UNIVERSITY/PURDUE UNIVERSITY  
GRANT AGREEMENT**

(ms) 12/9/05  
2070-572100-140000  
CSHCN 200-15

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

**1. Duties of Grantee**

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

Expand the Parents Empowering Parents (PEP) originally developed for children with hemophillia. The grantee will operate Camp Independence; and Outreach Sickle Cell Program and Education. These program components are to improve health outcomes for children who have Sickle Cell Anemia. This project is described fully in Attachments A and B, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

**2. Consideration**

The Grantee will be paid monthly in arrears using the rates set out on Attachments A and B, attached hereto and hereby incorporated into this Grant Agreement. Total remuneration under this Grant Agreement shall not exceed \$17,900.

**3. Term**

This Grant Agreement shall commence on July 1, 2005 and shall remain in effect through June 30, 2006.

**4. Access to Records**

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

## **5. Assignment**

The Grantee shall not assign or subcontract the whole or any part of this Grant Agreement without the State's prior written consent. The Grantee may assign its right to receive payments to such third parties as the Grantee may desire without the prior written consent of the State, provided that Grantee gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Grant Agreement and shall not be made to more than one party.

## **6. Audits**

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

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

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

## **8. Changes in Work**

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

## **9. Compliance with Laws**

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

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

I. Compliance with Telephone Solicitations Act.

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

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

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

To the extent applicable, Grantee shall comply with the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations). If any final regulation or body of regulations relating to the administrative simplification provisions of the Final HIPAA Regulations, or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation, or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate.

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

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



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

**For any purposes outside those contemplated by this Grant Agreement, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or their designee. That State shall have sixty (60) days to review such requests and will respond in writing to the Grantee. If the State has not responded within sixty (60) days, the request will be deemed approved.**

Grantee is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Agreement for its own internal instructional and research, or publication (i.e. graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article 11.

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

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

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

## **13. Conflict of Interest**

A. As used in this section:

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

"Interested party," means:

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

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

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

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

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

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

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

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

## **15. Debarment and Suspension**

Grantee certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

## **16. Default by State**

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

## **17. Disputes**

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

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

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

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

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

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

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

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

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

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

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**19. Federal Funding Information - Deleted**

**20. Federal Funds Disclosure Requirements - Deleted**

**21. Federal Lobbying Requirements - Deleted**

**22. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Grant Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Grant Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Grant Agreement.

**23. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a Grant Agreement, the Grant Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**24. Governing Laws**

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

**25. Independent Grantee**

Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

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

## **26. Information Technology Accessibility**

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

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

## **28. Nondiscrimination**

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

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

## **29. Notice to Parties**

Whenever any notice, statement or other communication shall be sent to the State or Grantee, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

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

B. Notices to the Grantee shall be sent to:

Indiana University  
620 Union Drive, Room 618  
Indianapolis IN 46202

C. As required by IC 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by Grantee with the Auditor of State.

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

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

### **31. Payments**

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

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

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

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

### **33. Progress Reports**

The Grantee shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

### **34. Renewal Option**

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

### **35. Severability**

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

### **36. Substantial Performance**

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

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

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

### **38. Taxes**

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

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

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Grantee of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Grantee shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Grantee shall be compensated for services herein provided but in no case shall total payment made to Grantee exceed the original Grant Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

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

A. With the provision of thirty (30) days notice to the Grantee, the State may terminate this Grant Agreement in whole or in part, if the Grantee **fails to**:

1. Correct or cure any breach of this Grant Agreement;
2. Deliver the supplies or perform the services within the time specified in this Grant Agreement or any extension;
3. Make progress so as to endanger performance of this Grant Agreement; or
4. Perform any of the other provisions of this Grant Agreement.



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

#### **41. Waiver of Rights**

No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

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

The Grantee agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Grant Agreement, the State may request in writing the replacement of any or all such individuals.

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

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

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

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

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

**Grantee:**

Steven A. Martin  
STEVEN A. MARTIN  
ASSISTANT VICE PRESIDENT FOR RESEARCH  
INDIANA UNIVERSITY

DATE: 03/08/2006

**Certification of Funds:**

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

DATE: 3/18/06

**Recommended and Approved By:**

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

DATE: 3/17/06

**Approved:**

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

DATE: 3-23-06

**Approved:**

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

DATE: 3/24/2006

**Approved:**

Stephen Carter  
STEPHEN CARTER, ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
STATE OF INDIANA

DATE: 4-3-06

**ATTACHMENT A**  
**Riley Hospital for Children**  
**Pediatric Sickle Cell Program**

**PROJECT DESCRIPTION:**

Riley Hospital for Children, hereinafter referred to as the "Grantee", will use funds provided by the Indiana State Department of Health Maternal and Children's Special Health Care Services, hereinafter referred to as the "State", to support Parents Empowering Parents (PEP) program for families who have a child with hemophilia. PEP introduces parents with young children to the tools they need to better handle the realities of raising a child with a chronic illness. A social worker, parent and a healthcare professional with experience in Sickle Cell, facilitate a series of ten sessions. PEP uses classroom discussions, role-plays and hands-on exercises to educate parents about the types of skills they need for effective parenting. The sessions offer parents the opportunity for intensive, uninterrupted learning with experienced professionals and other parents who are actively involved in their own child's care. The sessions include:

- The Basics of Sickle Cell
- Child Development
- Compassionate Discipline
- Fine-Tuning Behavior Management
- Understanding Your Unique World View
- How Thoughts and Feelings Affect Parenting
- Building Self Esteem
- Understanding the Process of Communication
- Refining Communication Skills and Conflict Resolution
- Parenting Styles

In addition to teaching parenting skills, the PEP program builds the needed relationships between parents, healthcare professionals and community organizations that help to provide optimal care for the child with sickle cell. By design, the program is taught by parents that have gone through the PEP training program. The training sessions provide an opportunity for families to support each other in the process of raising their children. It also provides the opportunity for new families to become acquainted with community programs that are available to assist them.

The Grantee will provide the following three activities

Camp Independence: This summer camp is for children Sickle Cell, Hemophilia, and other chronic hematological disorders. The camp is held at Bradford Woods, which is approximately forty miles from Indianapolis. A combination of activities and educational programs allows campers to learn to manage their chronic disease while experiencing the fun of camp. Arts and crafts, canoeing, swimming and hiking help campers develop new skills and increase their self-confidence.

A majority of children who attend Camp Independence will come from socio-economically challenged families. Grantee medical staff at the Riley Pediatric Hematology clinic provides medical physicals at both check in and check out. The medical staff also participates in camp, providing medical coverage at Bradford Woods staff that will be taking care of their children for the week.

Education: The Grantee will provide educational programs for emergency departments in Fort Wayne, South Bend, and Gary and if possible, will include Evansville. The Grantee will work with the State to provide education to School Nurses, Social Workers, and Counselors on Sickle Cell disease and other chronic illness. The Grantee will provide a Nurse Educator and Social Worker to go into the school systems and educate principals, teachers and school nurses about the specific issues of children who have missed multiple days of school due to illness. The Social Worker will assist the school team in setting up Individual Educational Plans (IEP's).

The Grantee will develop educational materials on our apheresis, transcranial doppler, iron overload, hypertransfusion, desferal and hydroxyurea to help parents understand these procedures and medications. Materials will be developed to accommodate all educational and language needs.

### **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;
  - h. Fines and penalties;
  - i. Fees for health services;
  - j. Accounting expenses for governmental agencies;
  - k. Bad debts;
  - l. Contingency funds;
  - m. Executive expenses (e.g., car rental, car or cell phones, beepers, entertainment);
  - n. Client travel;
  - o. Food; and
  - p. Legislative lobbying.
6. That 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 any proposed changes in the target population served under this grant 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.
  8. That all standards published by the State will be implemented by the Grantee; a copy of which is available upon request.
  9. That a written annual performance report shall be prepared and submitted by the Grantee 90 days after the expiration date of the grant and in accordance with guidelines established by the State, a copy of which will be provided to the Grantee.
  10. That changes in the budget shall be requested in writing to and approved by a duly authorized representative of the State, prior to implementation.
  11. That payment is contingent upon timely receipt of required client data in accordance with procedures and schedules established by the State, a copy of which is available upon request.
  12. 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.
  13. That all income generated by grant funds shall be subject to the same requirements as the basic grant monies.
  14. To adopt and enforce a no smoking policy in project facilities at all times.
  15. That the services provided through this grant will be in accordance with objectives, methods, and performance measures listed in the Grantee's Project Application attached hereto as Attachment B and hereby incorporated into this grant.

**ATTACHMENT B**  
**Riley Hospital for Children**  
**Pediatric Sickle Cell Program**

**FY 2006 OBJECTIVES, ACTIVITIES and EVALUATION**

SERVICE: **Sickle Cell Education for Parents of Children with Sickle Cell**

**Service Projections**

Projected Number of Unduplicated Clients Served	20
Projected Units of Service	40
Define a Unit of Service: Caregiver Education for Parents- PEP Sickle – (Parents Empowering Parents of Sickle Cell Patients) 2 sessions per year = 40 units of service to 20 participants (2 units per participant).	

**Evaluation Procedure**

Andy Harner, LSCW, Kathy Hauseman, LSCW, M. Elaine Southwood, MSN, CPNP, Dr. Mark Heiny, and Rhonda Cantrell SC/NSC Marion County Program Manager will analyze the evaluations and actions of the PEP Sickle program. PEP evaluations are given to parents at the end of the 10 educational presentations and are evaluated. Parents are given and evaluation and Knowledge assessment pre and post.

## **FY 2006 OBJECTIVES, ACTIVITIES and EVALUATION**

SERVICE: **Sickle Cell Education for Children**

### **Service Projections**

Projected Number of Unduplicated Newborns Served	60
Projected Units of Service	60
Define a Unit of Service: Unit of service = an evaluation of newborn screen and education and referral information to parents and/or local MD's.	

**Evaluation Procedure:** Andy Harner, LSCW, Kathy Hauseman, LSCW, M. Elaine Southwood, MSN, CPNP, Dr. Mark Heiny, and Rhonda Cantrell SC/NSC Marion County Program Manager would analyze the evaluations and actions of the PEP Sickle program. PEP evaluations are given to parents at the end of the 10 educational presentations and are evaluated. Parents are given an evaluation and Knowledge assesment pre and post

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### **Optional Supporting Activities Table**

Activity	Month/Year	Staff Assigned
New Patient Sickle Cell Clinic – held monthly, 40 –60 new patient appointments annually with 15-20 newborns seen each year.	Monthly	Drs. M. Heiny, M. Kumar, and K. Pradham

## FY 2006 OBJECTIVES, ACTIVITIES and EVALUATION

### SERVICE: Sickle Cell Disease Education

#### Service Projections

Projected Number of Unduplicated Participants Served	340
Projected Units of Service	340
<p>Define a Unit of Service:</p> <p>Camp Independence has 40 camper spaces = 40 units of service.</p> <p>Informational brochures are used to provide education for all families of children with sickle cell disease throughout the state of Indiana. Currently, approximately 300 active pediatric sickle cell patients receive this education – approximate units of service would be 300 plus. These educational brochures can also be used by other hospitals i.e. Fort Wayne, South Bend and Evansville, Community Service organizations for sickle cell throughout the state.</p>	

#### Evaluation Procedure

Camp Independence evaluations are sent by the Staff at Bradford Wood to all of the campers parents and are evaluated by both the Bradford Woods Staff and Riley Pediatric Sickle Cell Program Staff (Dr. Mark Heiny, Andrew Harner, LCSW, M. Elaine Southwood, MSW, CPNP, Jay Price (Bradford Woods Administrator) , Rhonda Cantrell, SC/NBS Program Manager at the Marion County Health Department. Camp Independence Pre and Post Camp meetings are held to evaluate all aspects of camp. These are attended by the Bradford Woods administrative staff, the Riley Pediatric Sickle Cell Program staff, Andrew Harner, LSCW, M. Elaine Southwood, MSN, CPNP, and Rhonda Cantrell, SC/NBS Program Manager at the Marion County Health Department.

#### Optional Supporting Activities Table

Activity	Month/Year	Staff Assigned
NBS – Sickle Cell Coordinator: state wide phone contact for abnormal HgB electrophesis, frequent education by phone with local MDs and referral/evaluation source when needed.	2005-2006	Dr. Mark Heiny, MD, PhD



FUND/CENTER 2070 - 140000  
PROJECT CODE NONE  
DEPARTMENT ID 195069  
ACTIVITY CODE NONE  
BUDGET REF. 2007

2070-572100-140000  
CSHCN 200-15

W/ Forms  
5/5/06

### Renewal No. 1

Pursuant to IC 5-22-17-4 and the terms of the Children's Special Health Care Grant Agreement, the **Indiana State Department of Health** (hereinafter referred to as the "State") exercises its option to renew its Grant Agreement with **Indiana University** (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 June 30, 2007.

Total amount of this Grant Renewal is \$17,900 and the renewal shall commence July 1, 2006 and shall terminate on June 30, 2007. Total Remuneration of this Grant Agreement is not to exceed \$35,800.

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


2070-140000	7/1/05 thru 6/30/06	\$17,900
2070-140000	7/1/06 thru 6/30/07	<u>17,900</u>
Total		\$35,800

### 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.

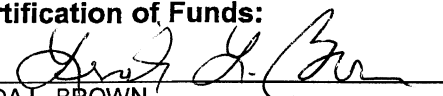
Accepted By:

  
Janice C. Froehlich  
Interim Vice Chancellor for Research

INDIANA UNIVERSITY

DATE: 6/28/06

Certification of Funds:

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

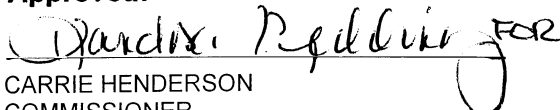
DATE: 7/7/06

Approved:

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

DATE: 7/5/06

Approved:

  
CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 7-11-06

Approved:

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 7/13/2006

**INDIANA UNIVERSITY/PURDUE UNIVERSITY  
GRANT AGREEMENT**

ms 12/9/05  
2070-572100-140000  
CSHCN 200-15

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

**1. Duties of Grantee**

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

Expand the Parents Empowering Parents (PEP) originally developed for children with hemophillia. The grantee will operate Camp Independence; and Outreach Sickle Cell Program and Education. These program components are to improve health outcomes for children who have Sickle Cell Anemia. This project is described fully in Attachments A and B, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

**2. Consideration**

The Grantee will be paid monthly in arrears using the rates set out on Attachments A and B, attached hereto and hereby incorporated into this Grant Agreement. Total remuneration under this Grant Agreement shall not exceed \$17,900.

**3. Term**

This Grant Agreement shall commence on July 1, 2005 and shall remain in effect through June 30, 2006.

**4. Access to Records**

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

## **5. Assignment**

The Grantee shall not assign or subcontract the whole or any part of this Grant Agreement without the State's prior written consent. The Grantee may assign its right to receive payments to such third parties as the Grantee may desire without the prior written consent of the State, provided that Grantee gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Grant Agreement and shall not be made to more than one party.

## **6. Audits**

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

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

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

## **8. Changes in Work**

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

## **9. Compliance with Laws**

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

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

I. Compliance with Telephone Solicitations Act.

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

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

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

To the extent applicable, Grantee shall comply with the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations). If any final regulation or body of regulations relating to the administrative simplification provisions of the Final HIPAA Regulations, or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation, or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate.

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

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

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

**For any purposes outside those contemplated by this Grant Agreement, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or their designee. That State shall have sixty (60) days to review such requests and will respond in writing to the Grantee. If the State has not responded within sixty (60) days, the request will be deemed approved.**

Grantee is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Agreement for its own internal instructional and research, or publication (i.e. graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article 11.

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

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

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

## **13. Conflict of Interest**

A. As used in this section:

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

"Interested party," means:

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

"Department" means the Indiana Department of Administration.  
"Commission" means the State Ethics Commission.

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

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

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

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

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

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



## **15. Debarment and Suspension**

Grantee certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

## **16. Default by State**

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

## **17. Disputes**

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

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

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

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

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

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

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

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

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

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

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**19. Federal Funding Information - Deleted**

**20. Federal Funds Disclosure Requirements - Deleted**

**21. Federal Lobbying Requirements - Deleted**

**22. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Grant Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Grant Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Grant Agreement.

**23. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a Grant Agreement, the Grant Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**24. Governing Laws**

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

**25. Independent Grantee**

Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

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

## **26. Information Technology Accessibility**

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

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

## **28. Nondiscrimination**

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

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

## **29. Notice to Parties**

Whenever any notice, statement or other communication shall be sent to the State or Grantee, it shall be sent to the following addresses, unless otherwise specifically advised.

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

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

B. Notices to the Grantee shall be sent to:

Indiana University  
620 Union Drive, Room 618  
Indianapolis IN 46202

C. As required by IC 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by Grantee with the Auditor of State.

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

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

### **31. Payments**

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

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

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

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

### **33. Progress Reports**

The Grantee shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

### **34. Renewal Option**

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

### **35. Severability**

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

### **36. Substantial Performance**

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

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

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

### **38. Taxes**

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

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

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Grantee of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Grantee shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Grantee shall be compensated for services herein provided but in no case shall total payment made to Grantee exceed the original Grant Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

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

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

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

#### **41. Waiver of Rights**

No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

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

The Grantee agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Grant Agreement, the State may request in writing the replacement of any or all such individuals.

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

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

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

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

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

**Grantee:**

Steven A. Martin  
STEVEN A. MARTIN  
ASSISTANT VICE PRESIDENT FOR RESEARCH  
INDIANA UNIVERSITY

DATE: 03/08/2006

**Certification of Funds:**

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

DATE: 3/18/06

**Recommended and Approved By:**

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

DATE: 3 17 06

**Approved:**

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

DATE: 3-23-06

**Approved:**

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

DATE: 3/24/2006

**Approved:**

Stephen Carter  
STEPHEN CARTER, ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
STATE OF INDIANA

DATE: 4-3-06



**ATTACHMENT A**  
**Riley Hospital for Children**  
**Pediatric Sickle Cell Program**

**PROJECT DESCRIPTION:**

Riley Hospital for Children, hereinafter referred to as the “Grantee”, will use funds provided by the Indiana State Department of Health Maternal and Children’s Special Health Care Services, hereinafter referred to as the “State”, to support Parents Empowering Parents (PEP) program for families who have a child with hemophilia. PEP introduces parents with young children to the tools they need to better handle the realities of raising a child with a chronic illness. A social worker, parent and a healthcare professional with experience in Sickle Cell, facilitate a series of ten sessions. PEP uses classroom discussions, role-plays and hands-on exercises to educate parents about the types of skills they need for effective parenting. The sessions offer parents the opportunity for intensive, uninterrupted learning with experienced professionals and other parents who are actively involved in their own child’s care. The sessions include:

- The Basics of Sickle Cell
- Child Development
- Compassionate Discipline
- Fine-Tuning Behavior Management
- Understanding Your Unique World View
- How Thoughts and Feelings Affect Parenting
- Building Self Esteem
- Understanding the Process of Communication
- Refining Communication Skills and Conflict Resolution
- Parenting Styles

In addition to teaching parenting skills, the PEP program builds the needed relationships between parents, healthcare professionals and community organizations that help to provide optimal care for the child with sickle cell. By design, the program is taught by parents that have gone through the PEP training program. The training sessions provide an opportunity for families to support each other in the process of raising their children. It also provides the opportunity for new families to become acquainted with community programs that are available to assist them.

The Grantee will provide the following three activities

Camp Independence: This summer camp is for children Sickle Cell, Hemophilia, and other chronic hematological disorders. The camp is held at Bradford Woods, which is approximately forty miles from Indianapolis. A combination of activities and educational programs allows campers to learn to manage their chronic disease while experiencing the fun of camp. Arts and crafts, canoeing, swimming and hiking help campers develop new skills and increase their self-confidence.

A majority of children who attend Camp Independence will come from socio-economically challenged families. Grantee medical staff at the Riley Pediatric Hematology clinic provides medical physicals at both check in and check out. The medical staff also participates in camp, providing medical coverage at Bradford Woods staff that will be taking care of their children for the week.

Education: The Grantee will provide educational programs for emergency departments in Fort Wayne, South Bend, and Gary and if possible, will include Evansville. The Grantee will work with the State to provide education to School Nurses, Social Workers, and Counselors on Sickle Cell disease and other chronic illness. The Grantee will provide a Nurse Educator and Social Worker to go into the school systems and educate principals, teachers and school nurses about the specific issues of children who have missed multiple days of school due to illness. The Social Worker will assist the school team in setting up Individual Educational Plans (IEP's).

The Grantee will develop educational materials on our apheresis, transcranial doppler, iron overload, hypertransfusion, desferal and hydroxyurea to help parents understand these procedures and medications. Materials will be developed to accommodate all educational and language needs.

### **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;
  - h. Fines and penalties;
  - i. Fees for health services;
  - j. Accounting expenses for governmental agencies;
  - k. Bad debts;
  - l. Contingency funds;
  - m. Executive expenses (e.g., car rental, car or cell phones, beepers, entertainment);
  - n. Client travel;
  - o. Food; and
  - p. Legislative lobbying.
6. That 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 any proposed changes in the target population served under this grant 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.
  8. That all standards published by the State will be implemented by the Grantee; a copy of which is available upon request.
  9. That a written annual performance report shall be prepared and submitted by the Grantee 90 days after the expiration date of the grant and in accordance with guidelines established by the State, a copy of which will be provided to the Grantee.
  10. That changes in the budget shall be requested in writing to and approved by a duly authorized representative of the State, prior to implementation.
  11. That payment is contingent upon timely receipt of required client data in accordance with procedures and schedules established by the State, a copy of which is available upon request.
  12. 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.
  13. That all income generated by grant funds shall be subject to the same requirements as the basic grant monies.
  14. To adopt and enforce a no smoking policy in project facilities at all times.
  15. That the services provided through this grant will be in accordance with objectives, methods, and performance measures listed in the Grantee's Project Application attached hereto as Attachment B and hereby incorporated into this grant.

**ATTACHMENT B**  
**Riley Hospital for Children**  
**Pediatric Sickle Cell Program**

**FY 2006 OBJECTIVES, ACTIVITIES and EVALUATION**

SERVICE: **Sickle Cell Education for Parents of Children with Sickle Cell**

**Service Projections**

Projected Number of Unduplicated Clients Served	20
Projected Units of Service	40
Define a Unit of Service: Caregiver Education for Parents- PEP Sickle – (Parents Empowering Parents of Sickle Cell Patients) 2 sessions per year = 40 units of service to 20 participants (2 units per participant).	

**Evaluation Procedure**

Andy Harner, LSCW, Kathy Hauseman, LSCW, M. Elaine Southwood, MSN, CPNP, Dr. Mark Heiny, and Rhonda Cantrell SC/NSC Marion County Program Manager will analyze the evaluations and actions of the PEP Sickle program. PEP evaluations are given to parents at the end of the 10 educational presentations and are evaluated. Parents are given an evaluation and Knowledge assessment pre and post.