

FEB 15 2007



RECEIVED

EXECUTIVE DOCUMENT SUMMARY
State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

FEB 19 2007

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

1. EDS Number: A70-4-5750		2. Date prepared: 1/23/2007	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# <u>2</u> <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: <u>Multiple 1000-121770</u>		5. Account Name: <u>State Chronic Multiple Refer to Online Disease</u>	
6. Total amount this action: \$1,129.93		7. New contract total: \$1,176,144.07	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year <u>2004</u> <u>\$283,637.00</u>			
Year <u>2005</u> <u>\$283,637.00</u>			
Year <u>2006</u> <u>\$303,870.07</u>			
Year <u>2007</u> <u>\$305,000.00</u>			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 7/1/2003		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"/> Special Procurement <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
35. Will the attached document involve data processing or telecommunications systems Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-46-8			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The National Kidney Foundation of Indiana will be responsible for administering parts of IC 16-46-8 in order to conduct a program to assist Hoosiers suffering from chronic renal disease with the cost of care, treatment, and insurance. The Grantee will provide financial assistance to eligible hoosiers for renal-related pharmaceutical, and technical service via submitted claim. Current reimbursements include Medicare and Medicare-supplemental premiums, part of post-renal transplant medications, and renal dialysis and related procedures. Assistance is provided after all of the following are billed: Medicare, Medicaid, Medicare supplemental insurance.			
38. Justification of vendor selection and determination of price reasonableness: The Grantee is a known and respected nonprofit organization in the renal community, and has as its mission, "seeking the total answer to diseases of the kidney...prevention, treatment, and cure." "The Grantee is an affiliate of the National Kidney Foundation, a major voluntary health organization." The price for administration is reasonable at less than 7% of the award.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	
44. Attorney General's Office approval		45. Date Approved	
42. Budget agency approval		43. Date Approved	
46. Agency representative receiving from AG		47. Date Approved	



17420-002

Amendment No. 2
EDS Number A70-4-5750

YST 01-26-07

This is an Amendment to the existing State Chronic Disease Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **National Kidney Foundation of Indiana, Inc.** (hereinafter referred to as the "Grantee") for the period from July 1, 2003 through June 30, 2007, in the amount of \$1,175,014.14.

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

The amount of the Grant Agreement is being increased by \$1,129.93, making the new total of the Grant Agreement \$1,176,144.07. The additional funds will be used for increased program expenses.

Paragraph 29b – **Payment of Grant Funds By The State** is amended to read:

Financial assistance will be provided on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly in arrears by the State upon receipt of duly executed Invoices from the Grantee for expenses shown in Attachment A of this Grant Agreement. Invoices shall be due by the 20th day after the end of each month. Payments shall not exceed \$283,637 for the period of July 1, 2003 through June 30, 2004; \$283,637 for the period July 1, 2004 through June 30, 2005; \$303,870.07 for the period July 1, 2005 through June 30, 2006; and \$305,000 for the period of July 1, 2006 through June 30, 2007. Total remuneration under this Grant Agreement shall not exceed \$1,175,144.07.

Paragraph 29d is being amended to read:

All accounts will be closed sixty (60) days after the end of each Grant Agreement period as specified in Paragraph 29b. Any claims submitted after sixty (60) days will not be reimbursed by the State.

Funding Summary

1000-121770	7/01/03 through 6/30/04	\$ 283,637.00
1000-121770	7/01/04 through 6/30/05	\$ 283,637.00
1000-121770	7/01/05 through 6/30/06	\$ 303,870.07
1000-121770	7/01/06 through 6/30/07	\$ 305,000.00
Total		\$1,176,144.07

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

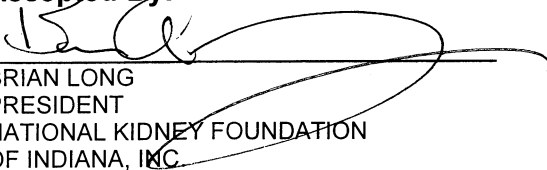
Non-Collusion and Acceptance

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

The rest of this page has been left blank intentionally.

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

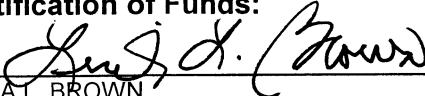
Accepted By:


BRIAN LONG
PRESIDENT
NATIONAL KIDNEY FOUNDATION
OF INDIANA, INC.

2/9/07

DATE: _____

Certification of Funds:


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

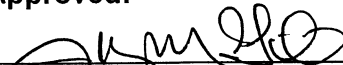
DATE: 2/15/07

Recommended and Approved By:


LANCE RHODES
CHIEF FINANCIAL OFFICER
OPERATIONAL SERVICES
INDIANA STATE DEPARTMENT OF HEALTH


DATE: 2/14/07

Approved:

 For
CARRIE HENDERSON
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 2.19.07

Approved:


CHARLES E. SCHALLIOL
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: 2/23/07

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 2/27/07

SEP 08 2005



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. 9122
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

12/30
GW

1. EDS Number: A70-4-5750	2. Date prepared: 5/11/05 REVISED: 6/7/05; 8/15/05
------------------------------	---

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 checked="" type="checkbox"/> Amendment# 1 |
| <input type="checkbox"/> MOU | <input type="checkbox"/> Renewal # |
| <input type="checkbox"/> QPA | <input type="checkbox"/> Other |

FISCAL INFORMATION

4. Account Number: 1000-121770	5. Account Name: State Chronic Disease
6. Total amount this action: \$607,740*	7. New contract total: \$1,175,014
8. Revenue generated this action:	9. Revenue generated total contract:

10. New total amount for each fiscal year:

Year 2004 \$ 283,637	Year 2006 \$ 303,870
Year 2005 \$ 283,637	Year 2007 \$ 303,870

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/03	12. To (month, day, year): 6/30/07
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (specify) _____	

35. Will the attached document involve data processing or telecommunications systems(s)? ☐ Yes: ITOC or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-46-8 mandates this expense.

37. Description of work and justification for spending money. ***This Grant Amendment shows an increase of \$ 607,740 to provide additional funding for two years.** The National Kidney Foundation of Indiana will be responsible for administering parts of IC 16-46-8 in order to conduct a program to assist Hoosiers suffering from Chronic Renal Diseases with the cost of care, treatment, and insurance. Assistance is provided after all of the following are billed – Medicare, Medicaid, Medicare supplemental insurance; also responsible for education and screening program.

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

The Grantee is a known and respected non-profit organization in the renal community and has as its mission, "seeking the total answer to diseases of the kidney.....prevention, treatment, and cure." "The Grantee is an affiliate of the National Kidney Foundation, a major voluntary health organization." The price for administration is very reasonable at less than 7% of the award.

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
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG
		47. Date Approved

AGENCY INFORMATION

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

AGENCY CONTACT INFORMATION

17. Name: Steve Martin, Finance Contract Section	18. Telephone #: 317/233-7573
19. E-mail address smartin@isdh.state.in.us	

COURIER INFORMATION

20. Name: Sue Percifield, RN, MSN	21. Telephone #: 317/233-7816
22. E-mail address: spercifi@isdh.state.in.us	

VENDOR INFORMATION

23. Taxpayer Identification Number: 35-1180274	
24. Name: National Kidney Fdn. Of Indiana, Inc.	25. Telephone: 317/722-5640
26. Address: 911 East 86 th Street, Suite 100 Indianapolis, IN 46240	
27. E-mail address: blong22760@aol.com	

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
---	--

Received

SEP 09 2005

IDOA Contracts

Kn 02/16/05

Amendment No. 1

This is an Amendment to the existing State Chronic Disease Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **National Kidney Foundation of Indiana, Inc.** (hereinafter referred to as the "Grantee") for the period from July 1, 2003 through June 30, 2005, in the amount of \$567,274.

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

The amount of the Grant Agreement is being increased by \$607,740.14, making the new total of the Grant Agreement \$1,175,014.14. The additional funds will allow the Grantee to continue providing services. The expiration date of this Grant Agreement is being extended to June 30, 2007.

The following paragraphs have been added to the Grant Agreement:

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.

Ethics

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.

The following item is being added to Paragraph 5 – Payment of Grant Funds by the State

- G. All payments shall be made in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State.

Under Item 24 Notices to Parties, the information titled, "Payments to the Grantee shall be sent to:" is deleted.

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

Funding Summary

1000-121770	7/01/03 through 6/30/04	\$ 283,637.00
1000-121770	7/01/04 through 6/30/05	\$ 283,637.00
1000-121770	7/01/05 through 6/30/06	\$ 303,870.07
1000-121770	7/01/06 through 6/30/07	<u>\$ 303,870.07</u>
Total		\$1,175,014.14

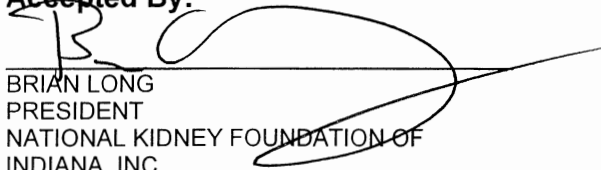
Non-Collusion and Acceptance

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

The rest of this page has been left blank intentionally.

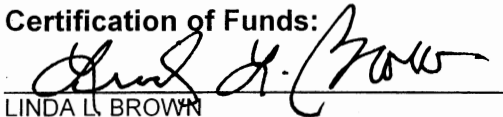
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Amendment. The parties having read and understanding the foregoing terms of the Grant Agreement Amendment do by their respective signatures dated below agree to the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

Accepted By:


BRIAN LONG
PRESIDENT
NATIONAL KIDNEY FOUNDATION OF
INDIANA, INC.

DATE: _____

Certification of Funds:


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

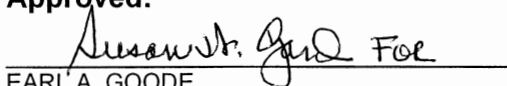
DATE: 9/7/05

Recommended and Approved By:


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


DATE: _____

Approved:


EARL A. GOODE
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 9-13-05

Approved:


CHARLES E. SCHALLIOL
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: 11/3/05

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 11/21/05

JUL 17 2003

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R6 / 9-02)

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. *3046*
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary. *9/8*

AGENCY INFORMATION	
14. Name of agency: ISDH/ Chronic Disease	15. Requisition Number:
16. Address: 2 North Meridian Street Section 2-C Indianapolis, IN 46204-3006	
AGENCY CONTACT INFORMATION	
17. Name: Steve Martin-Finance-Contract Section	18. Telephone #: 317/233-7573
19. E-mail address: <u>smartin@isdh.state.in.us</u>	
COURIER INFORMATION	
20. Name: Steve Martin	21. Telephone #: 233-7573
22. E-mail address: <u>smartin@isdh.state.in.us</u>	
VENDOR INFORMATION	
23. Taxpayer Identification Number: 35-1180274	
24. Name: NATIONAL KIDNEY FOUNDATION OF INDIANA, INC.	25. Telephone #: 317/722-5640
26. Address: 911 East 86 th Street, Suite 100 Indianapolis, IN 46240	
RECEIVED JUL 25 2003	
27. E-mail address: <u>Blong22760@aol.com</u>	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) x Yes ___ No	
29. Minority participation? ___ Yes x No If no, and contract > \$25,000.00, you must include justification in box 36	30. If yes, list percentage: _____ %
31. Is there Renewal Language in the document? ___ X ___ YES	32. Is there a "Termination for Convenience" clause in the document? ___ X ___ YES ___ NO
33. Will the attached document involve data processing or telecommunications systems(s)? ___ Yes: ITOC or Delegate has signed off on contract ___ Possibly: This issue has been discussed with ITOC or Delegate	
34. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-46-8 mandates this expense.	
35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The National Kidney Foundation of Indiana will be responsible for administering parts of IC 16-46-8 in order to conduct a program to assist Hoosiers suffering from Chronic Renal Diseases with the cost of care, treatment, and insurance. The Grantee will provide financial assistance to eligible Hoosiers for renal-related pharmaceutical, and technical services via submitted claim. Current reimbursements include Medicare and Medicare-supplemental premiums, part of post-renal transplant medications, and renal dialysis and related procedures. Assistance is provided after all of the following are billed - Medicare, Medicaid, Medicare supplemental insurance.	
36. Justification of vendor selection and determination of price reasonableness: IC 16-46-8 mandates this expense. The Grantee is a known and respected non-profit organization in the renal community and has as its mission, "seeking the total answer to diseases of the kidney.....prevention, treatment, and cure." "The Grantee is an affiliate of the National Kidney Foundation, a major voluntary health organization." The price for administration is very reasonable at less than 7% of the award.	
ENTERED JUL 23 2003 <i>103489</i>	
37. If this contract is submitted late, please explain why: (Required if more than 30 days late.) This Grant Agreement could not be initiated until the biennial budget was approved and signed by the governor. The amount available was determined on May 14, 2003, by the Director of Finance.	
SIGNATURES	
38. Agency fiscal officer or representative approval Linda L. Brown	39. Date Approved See signature page of contract
40. Budget agency approval	41. Date Approved
42. Attorney General's Office approval <i>209</i>	43. Date Approved <i>8-5-03</i>
44. Agency representative receiving from AG	45. Date Approved

INDOA Contracts

(KN) BY 7

GRANT AGREEMENT

1000-572900-121770
SCD 626-2

THIS GRANT AGREEMENT is made and entered into by and between the **STATE of INDIANA**, acting by and through the **Indiana State Department of Health** (the "State") and **National Kidney Foundation of Indiana, Inc.** (the "Grantee").

1. Purpose Of Grant Agreement

The purpose of this Grant Agreement is to enable the State to make a grant from the State of Indiana's State Chronic Disease Fund of up to \$567,274 to the Grantee named above for costs authorized by the State to complete the project described in Paragraph 3. **The State may authorize an amount up to 10% greater than the above amount should it be deemed necessary by the State to accomplish the purpose of this Grant Agreement. Also the State may finally authorize an amount not less than 90% of the above amount should it be determined by the State that the maximum amount of this Grant Agreement is not necessary for the completion of the project described in Paragraph 3. In no event shall the increase or decrease in the amount of this Grant Agreement be greater than \$25,000. This will make the most efficient use of the total grant money distributed between multiple grantees. Should the State make the determination to increase or decrease the amount of this Grant Agreement under this paragraph the State will notify the Grantee in writing.**

2. Term Of Grant Agreement

The term of this Grant Agreement shall be from July 1, 2003 (the "Beginning Date") until June 30, 2005 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date.

3. Use Of Grant Funds By The Grantee

Grant funds received by the Grantee pursuant to this Grant Agreement shall be used only to administer parts of IC 16-46-8 in order to conduct a program to assist Indiana Residents suffering from Chronic Renal Diseases with the cost of care, treatment, and insurance. The Grantee will provide financial assistance to eligible Indiana Residents for renal-related pharmaceutical and technical services after Medicare, Medicaid and Medicare supplement insurance are billed. This project is described fully in Attachment A, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

4. Access To Records

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

5. Amendments

No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

6. 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.

7. Audits

- a) Following the expiration or termination of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant or, as applicable, the Indiana State Board of Accounts, and performed in accordance with IC 5-11-1 et seq., the Indiana State Board of Accounts' publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources", and applicable provisions of the federal Office of Management and Budget Circular A-133.
- b) Audits conducted pursuant to this paragraph are to be completed and the audit report submitted to the State within six (6) months after the close of the audit period, unless a written waiver of this provision is provided by the State. The Grantee agrees to provide to the State a copy or, if requested, an original of all audit reports.

8. Authority To Bind

Notwithstanding anything in this Grant Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts on behalf of the Grantee 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 this Grant Agreement is not subject to further acceptance by Grantee when accepted by the State of Indiana.

9. Compliance With Laws

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

10. Confidentiality Of Data, Property Rights In Products, And Copyright Prohibition

The Grantee agrees 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 the property of the State. 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. The Grantee hereby specifically waives and/or releases to the State any cognizable property right of the Grantee to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

11. Confidentiality Of State Information

- a) The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected data. Therefore, the Grantee promises and assures that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement, will not be disclosed to others or discussed with other parties without the prior written consent of the State.
- b) The State will maintain confidentiality of client information provided by the Grantee pursuant to IC 16-39-5, IC 5-14-3-4(a)(9) and 42 CFR 51a, 112.

12. 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 rule 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.

13. Cultural Competency

- a) Based on recommended national standards from the U.S. Department of Health and Human Services' (HHS), Office of Minority Health (OMH), the State may provide cultural competency training to educate individuals on how to continue to, or implement health care services that are culturally appropriate to respond to the current demographic and cultural profile of the communities served by this Grant Agreement.
- b) The Grantee agrees to participate in one session of the cultural competency training presented by the State during the term of this Grant Agreement. The Grantee shall designate a representative who will attend this training or otherwise show evidence that a representative has received approved cultural competency training. The Grantee shall be responsible for ensuring that a representative of its subcontractors/subgrantees will attend this training as well. The State Health Commissioner may waive this training requirement upon application and justification submitted by the Grantee that they have received approved cultural competency training within the year prior to the beginning date of this Grant Agreement.

- c) The State's cultural competency training is offered to grantees and subcontractors/subgrantees at no cost. Travel and incidental expenses incurred in obtaining the state's competency training that do not exceed the maximum amount allowed under state rules and do not exceed any conditions placed upon the use of the grant funds may be reimbursed by the State under this Grant Agreement. The Grantee and/or subcontractors/subgrantees shall be responsible for any travel and incidental expenses that exceed the maximum limit or any other conditions set for the use of these grant funds.
- d) Prior to the expiration of this Grant Agreement, the State's Cultural Diversity & Enrichment (CDE) Division may provide a cultural competency assessment form to the Grantee that must be completed and returned to the CDE Division within thirty (30) days of receipt of the form.

14. Design And Implementation Of Project

The Grantee shall be solely responsible for the proper design and implementation of the project described in Attachment A. Although not expressly attached to this Grant Agreement, the Grantee agrees to complete said project in accordance with the plans and specifications contained in its application. Modification of its application shall require prior written approval of the State.

15. Disputes

- a) 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.
- b) The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Grant Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs. If the State and the Grantee cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

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.

- c) 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.

16. Drug-Free Workplace Certification

- a) The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee has been convicted of a criminal drug violation occurring in the Grantee's workplace.
- b) False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.
- c) In addition to the provisions of the above paragraphs, if the total grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this 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 contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, 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 contract or agreement as part of the contract documents.

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

- 1) Publishing and providing to all of its employees a statement notifying 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;
- 2) Establishing a drug-free awareness program to inform it's employees of (a) the dangers of drug abuse in the workplace; (b) the Grantee's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- 3) Notifying all employees in the statement required by division 1) above that as a condition of continued employment, the employee will (a) abide by the terms of the statement; and (b) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- 4) Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 3)(b) above, or otherwise receiving actual notice of such conviction;
- 5) Within thirty (30) days after receiving notice under subdivision 3)(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- 6) Making a good faith effort to maintain a drug-free workplace through the implementation of divisions 1) through 5) above.

17. Federal Funding Information and Requirements – Not Applicable

18. Federal Funds Disclosure Requirements – Not Applicable

19. Federal Lobbying Requirements – Not Applicable

20. Funding Cancellation

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

21. 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.

22. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any. The State shall **not** provide such indemnification to the Grantee.

23. Independent Contractor

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

24. Information Technology Accessibility

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

25. Licensing Standards

The parties agree that Grantee and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant Agreement. The State shall not be required to reimburse Grantee for any services performed when Grantee or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Grantee shall notify State immediately and the State, at its option, may immediately terminate this Grant Agreement.

26. Nondiscrimination

- a) Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Grantee and its subgrantees shall not discriminate against any employee or applicant for employment to be employed 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 the employee's or applicant's race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this 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. The State 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.
- b) The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subgrantees, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000 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.

27. Notice To Parties

Whenever any notice, statement or other communication is required under this Grant Agreement, 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: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204

- b) Notices to the Grantee shall be sent to:

National Kidney Foundation of Indiana, Inc.
ATTN: Brian Long
911 East 86th Street
Suite 100
Indianapolis, IN 46240

- c) Payments to the Grantee shall be sent to:

National Kidney Foundation of Indiana, Inc.
ATTN: Brian Long
911 East 86th Street
Suite 100
Indianapolis, IN 46240

28. Order of Precedence

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

29. Payment Of Grant Funds By The State

The payment of this Grant Agreement by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- a) This Grant Agreement must be fully executed.
- b) Financial assistance will be provided on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly in arrears by the State upon receipt of duly executed State Claim Vouchers from the Grantee for expenses shown in Attachment A of this Grant Agreement. The Claim Vouchers shall be submitted on the forms provided. Claim Vouchers shall be due by the 20th day after the end of each month.
- c) Any other Grant Agreement conditions as specified in Attachment A must be met to the State's satisfaction.
- d) All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.
- e) All equipment purchased with grant funds, which has a cost of \$5,000 or more, shall remain the property of the State and shall not be sold or disposed of without written consent from the State.
- f) If applicable, expenditures made by the Grantee for travel will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate being paid by the State, whichever is the lesser. Travel expenses paid by the Grantee can only be reimbursed in accordance with the current State Travel Policies and Procedures as specified in Financial Management Circular #97-1.1. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) must be submitted at least four (4) weeks prior to the scheduled travel date for review by the State for availability of funds and for appropriateness per Circular guidelines.
- g) Failure to complete the project and expend funds in accordance with this Grant Agreement may be considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities which are not in the scope of this project as set forth in Attachment A of this Grant Agreement.

30. Penalties/Interest/Attorney's Fees

- a) 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.
- b) 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.

31. Progress Reports

- a) The Grantee shall submit progress reports to the State based upon the needs of the State. Unless specified otherwise in Attachment A, the progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule, whether additional deliverables will be required to better serve the public, and that completion can be reasonably assured on the scheduled date.
- b) The Grantee understands that failure to provide progress reports as requested by the State may be considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all contract/grant payments, and/or suspension of the Grantee's participation in State contract/grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Attachment A of this Grant Agreement.

32. Remedies Not Impaired

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

33. Renewal

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

34. Security and Privacy of Health Information

If any final regulation or body of regulations relating to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. 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. If so terminated the Grantee shall return all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form.

35. Severability

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

36. Taxes

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

37. Termination Of Grant Agreement

a) The State may terminate this Grant Agreement upon thirty (30) days written notice to the Grantee at any time prior to the Expiration Date of this Grant Agreement if any of the following occur:

- 1) Grant funds are not adequate or available to finance the program.
- 2) Grant funds become restricted and/or the State has utilized all grant funds available.

b) The State reserves the right to cancel this Grant Agreement for cause by giving fifteen (15) days written notice to the Grantee if any of the following occur:

- 1) The Grantee fails to comply with any of the conditions of this Grant Agreement.
- 2) The State determines that the methods and techniques being utilized by the Grantee to accomplish the goals are not acceptable or compatible with policies of the State or applicable state or federal laws.

- 3) The Grantee fails to fulfill its responsibilities as indicated in Attachment A, which is attached hereto and made a part hereof.
- c) The Grantee may terminate this Grant Agreement upon thirty (30) days written notice (unless specified otherwise in Attachment A) to the State at any time prior to the Expiration Date of this Grant Agreement if any of the following occur:
 - 1) The State fails to comply with the conditions of the Grant Agreement.
 - 2) The Grantee determines that the further development of services provided under this Grant Agreement is incompatible with its policies and practices or community needs.
- d) The parties also agree that, the State or the Grantee may terminate this Grant Agreement upon giving sixty (60) days written notice to the other party. Termination costs shall include all valid financial commitments incurred pursuant to this Grant Agreement prior to the termination effective date.

38. Waiver Of Rights

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

39. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2002 IDOA Professional Services Contract Manual) in any way except for the following clauses which have additional requirements and which are identified by name below:

Access to Records
Audits
Confidentiality of State Information
Nondiscrimination
Order of Precedence
Payments
Progress Reports
Severability
Travel

40. Non-Collusion And Acceptance

- a) The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, 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 Grant Agreement other than that which appears upon the face of the Grant Agreement.
- b) The parties having read and understanding the foregoing terms of the Grant Agreement do by their respective signatures dated below hereby agree to the terms thereof, including, if this Grant Agreement is in excess of \$25,000, Paragraph 16, Drug-Free Workplace Certification.

The rest of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the dates entered below.

Accepted By:

BRIAN LONG
PRESIDENT
NATIONAL KIDNEY FOUNDATION OF INDIANA,
INC.

DATE: _____

Certification of Funds:

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

DATE: _____

Approved:

DAVID PERLINI, COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: _____

Recommended and Approved By:

JONI ALBRIGHT, M.P.A.
ASSISTANT COMMISSIONER
COMMUNITY HEALTH DEVELOPMENT SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE: _____

Approved:

MARILYN F. SCHULTZ
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: _____

Approved as to Form and Legality:

STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: _____

Attachment A

PROGRAM DESCRIPTION

The Indiana State Department of Health (ISDH) is entering into this Grant Agreement to administer sections of IC 16-46-8. The State Renal Program provides monies to reimburse individuals with End Stage Renal Disease for payment of commercial insurance premiums, Medicare Part B premiums, post-kidney transplant medications, or outpatient dialysis costs. The program is the payer of last resort.

The National Kidney Foundation of Indiana (NKFI) follows the application process ISDH developed several years ago. Application packets are sent to Renal Social Workers annually in February. The packets include an application/gross income form, benefits selection form, release of information form and a Medicare Part B Authorization form.

Completed applications are returned to NKFI and are reviewed for eligibility (see pages 3-7) in the program. A copy of Health Care Financing Administration (HCFA) Form 2728 or current medical history, supporting income documents and supporting documents of residency must be included. Incomplete applications are returned to the Renal Social Worker for proper documentation. Program assistance is granted for one year only.

Eligible individuals are notified of their admission to the program. As expenses are incurred, vouchers are submitted by the individual to NKFI and reviewed by fiscal and program staff for compliance with program requirements. A state claim voucher is then submitted to ISDH for reimbursement.