



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing EDS are on the back of this form.

**RECEIVED**

APR 16 2007

1. Please read the guidelines on the back of this form.

2. Please type clearly.

3. Check all boxes that apply.

4. For amendments / renewals, attach original contract.

5. Attach additional pages if necessary.

DEPARTMENT OF ADMINISTRATION  
CONTRACTS DIVISION

2822 6/15

1. EDS Number:  
A70-4-66322. Date prepared:  
2/28/2007

## 3. CONTRACTS &amp; LEASES

— Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
— Grant	— Maintenance
— Lease	— License Agreement
— Attorney	<input checked="" type="checkbox"/> Amendment# <u>2</u>
— MOU	— Renewal # _____
— QPA	— Other _____

## FISCAL INFORMATION

4. Account Number: 3610-13130.572900	5. Account Name: BREAST AND CERVICAL CAN
6. Total amount this action: \$162,470.00	7. New contract total: \$615,370.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year <u>2005</u>	<u>\$150,000.00</u>
Year <u>2006</u>	<u>\$150,000.00</u>
Year <u>2007</u>	<u>\$152,900.00</u>
Year <u>2008</u>	<u>\$162,470.00</u>

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/30/2004	12. To (month, day, year): 6/29/2008
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated	
— Bid/Quotation — Emergency — Special Procurement	
— RFP# — 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):

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

The Indiana Breast and Cervical Cancer Program is amending this contract to extend it another year. Line items in the budget have been adjusted accordingly.

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

Possesses knowledge in medical terminology and understanding of the Current Procedural Terminology (CPT) Code Medical Billing; Medicare, and Medicaid policies. Currently providing Tracking and Follow-up (TFU) services to over 250 clinic provider sites and the staff of the Breast and Cervical Cancer Program. In discussion with other vendors, it was determined this vendor could design and maintain this customized system for a reasonable cost. This system was chosen due to the cost effectiveness and ability

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

40. Agency fiscal officer or representative approval

41. Date Approved

42. Budget agency approval

43. Date Approved

44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved

## AGENCY INFORMATION

14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	

## AGENCY CONTACT INFORMATION

17. Name: Wayne Fischer	18. Telephone #: 317/233-7901
19. E-mail address: wfischer@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 # 0000055820	
24. Name: MAXTRAC DATA SYSTEMS	25. Telephone #: 651-714-0884
26. Address: 1148 SCHOONER WAY WOODBURY, MN 55125	
27. E-mail address: rnordin@maxtracdata.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in <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**

MAY 2 2007

**OAG-ADVISORY**

3-13-07

**Amendment No. 2**  
**EDS Number A70-4-6632**

This is an Amendment to the existing Breast & Cervical Cancer Personal Services Contract entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Max Trac Data Systems, Inc.** (hereinafter referred to as the "Contractor") for the period from June 30, 2004 through June 29, 2007, in the amount of \$452,900.

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

The amount of the Personal Services Contract is being increased by \$162,470, making the new total of the Personal Services Contract \$615,370. The additional funds will be used to continue maintenance of case management module and CancerTrac, data warehousing, quality assurance checks, Ad hoc reports, 24-hour helpline and system revisions for an additional year. See Exhibit 3, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract For Services. The expiration date of this Contract For Services is being extended to June 29, 2008.

Paragraph 2 **Consideration** is amended to read:

The Contractor shall be paid upon receipt and approval of the deliverables using the rates set out on Exhibit 1, 2, and 3, attached hereto and hereby incorporated into this Contract. Payments shall not exceed \$150,000 for the period June 30, 2004 through June 29, 2005; \$150,000 for the period June 30, 2005 through June 29, 2006; \$152,900 for the period June 30, 2006 through June 29, 2007 and \$162,470 for the period June 30, 2007 through June 29, 2008. Total remuneration under this Contract shall not exceed \$615,370.

Paragraph 41 **Security and Privacy of Health Information** is amended to read:

**A. Health Insurance Portability and Accountability Act (HIPAA)**

1. In the performance of the services listed in this Contract, the Contractor may have access to confidential identifiable medical information known as Protected Health Information (PHI).
2. The Contractor agrees that in connection with its services performed on behalf of the State, the Contractor is a Business Associate and shall comply with the Business Associate requirements of HIPAA as described in Section B.

## **B. HIPAA Business Associate**

1. **Use of Protected Health Information.** The Contractor shall not use Protected Health Information (PHI) other than as permitted or required under this Agreement. The Contractor, its agents or subcontractors, shall not use PHI received from the State in any manner that would constitute a violation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Standards, 45 CFR Parts 160 and 164, if used by the State, except that the Contractor may use PHI as it relates to (1) the proper management and administration of the Contractor or to carry out legal responsibilities of the Contractor, or (2) data aggregation services relating to health care operations of the State.
2. **Disclosure of Protected Health Information (PHI).** The Contractor shall not further disclose PHI other than as permitted or required under this Agreement. The Contractor, its agents or subcontractors shall not disclose PHI received from the State in any manner that would constitute a violation of the HIPAA Privacy and Security Standards, 45 CFR Parts 160 and 164, if disclosed by the State, except that the Contractor may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent the Contractor discloses PHI to a third party, the Contractor must obtain, prior to making any such disclosure, (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) an agreement from such third party to immediately notify the Contractor of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
3. **Release of Social Security Numbers.** The parties acknowledge that the services to be performed by Contractor for the State pursuant to this Contract may require or allow access to data, materials, or other information containing Social Security numbers maintained by the State in its computer system or other records. Pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract. The Contractor shall report all unauthorized disclosures of Social Security numbers to the ISDH Privacy Officer within the same timeframes and using the same format listed in section 6 titled "Reporting of Security Incident."
4. **Safeguards Against Misuse of Information.** The Contractor agrees that it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the State and to prevent the use or disclosure of PHI other than as provided by the terms and conditions of this Agreement. Contractor shall document and keep these security measures current.

5. **Reporting of Disclosures of Protected Health Information.** The Contractor shall, within fifteen (15) days of becoming aware of a disclosure of PHI in violation of this Agreement by the Contractor or its agents or by a third party to which the Contractor disclosed PHI pursuant to Section 2 of this Addendum, report any such disclosure to the Office of HIPAA Compliance (OHC).

6. **Reporting of Security Incident**  
Contractor shall report to the State any security incident of which the Contractor becomes aware. Unsuccessful attempts to breach security shall be reported monthly in electronic form consistent with the format below. Successful breaches of security shall be reported to the ISDH Privacy Officer by calling (317) 233-7655 within two (2) hours of becoming aware of the breach **and** in electronic form to PrivacyOfficer@isdh.in.gov within twenty-four (24) hours of becoming aware of the breach using the following format:

**Name of Business Associate**

Incident # (number assigned by reporting entity)

**Type of Incident –**

Date and Time of Report (Date and time incident was initially reported)

Date and Time of Incident (Date and time incident occurred)

Time potential breach was identified

**Name and Title of Person Reporting Incident**

Contact Information (of person reporting incident)

**Summary of Incident** (Include pertinent information regarding the potential security breach)

**Description of Protected Health Information Involved** (Include number of participants records involved)

**Action Taken**

Name of Person(s) Conducting Preliminary Investigation

Contact Information (of individual responsible for Issue Analysis)

Date Investigation started

Action(s) Taken (include dates, times, and names of agencies notified of the Incident)

**Conclusion**

Date Investigation ended

Findings

Measures taken to address issue, and prevent any reoccurrences

If the Contractor is unable to reach the ISDH Privacy Officer at the above phone number, then report successful breaches of security to the Director of Office of HIPAA Compliance by calling (317) 233-7673 within the same timeframes indicated above. In the event a successful breach is discovered outside of normal business hours, leaving a voice message at the above listed numbers is sufficient verbal notification; however, the Contractor shall still comply with the electronic reporting requirement stated above.

7. **Agreements by Third Parties.** The Contractor shall enter into a written agreement with Contractor's agent or subcontractor that will have access to PHI that is received from, or created or received by the Contractor on behalf of the State pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Agreement with respect to such PHI. Any written agreement with Contractor's agent or subcontractor must ensure that the agent or subcontractor has or agrees to implement reasonable and appropriate safeguards to protect the PHI.
8. **Access to Information.** Within twenty (20) days of a request by the State for access to PHI about an individual contained in a designated record set, the Contractor shall make available to the State such PHI. In the event any individual requests access to PHI directly from the Contractor, the Contractor shall within five (5) days forward such request to the State. Any denials of access to the PHI requested shall be the responsibility of the State.
9. **Availability of Protected Health Information for Amendment.** Within thirty (30) days of receipt of a request from the State for the amendment of an individual's PHI or a record regarding an individual contained in a designated record set, the Contractor shall provide such information to the Contractor for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.
10. **Accounting of Disclosures.** Within thirty (30) days of notice by the State to the Contractor that State has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the Contractor shall make available to the State such information as is in the Contractor's possession and is required for the State to make the accounting required by 45 CFR 164.528. At a minimum, the Contractor shall provide the State with the following information: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within ten (10) days forward such request to the State. It shall be the State's responsibility to prepare and deliver any such accounting requested. The Contractor hereby agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.
11. **Availability of Books and Records.** The Contractor hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Contractor on behalf of, the State available to the Secretary of the Department of Health and Human Services for purposes of determining the State's and the Contractor's compliance with the HIPAA Privacy and Security Standards, 45 CFR Part 164.

12. **Protected Health Information at Termination.** At the termination of this Agreement, if feasible, the Contractor shall return or destroy all PHI received from, or created or received by the Contractor on behalf of, the State that the Contractor still maintains in any form and retain no copies of such information.
13. **Compliance with Standard Transactions** If the Contractor conducts in whole or in part Standard Transactions, as defined in 45 CFR § 162.103, for or on behalf of the State, the Contractor will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162.
14. **Termination** The State shall have the right to terminate the Agreement if it determines, in its sole discretion, that the Contractor has violated any provision of Title 45, Parts 160, 162, or 164 of the CFR. The State may exercise this right by providing written notice to the Contractor of termination, with such notice stating the violation of the provisions of Title 45, Parts 160, 162, or 164 of the CFR, that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by the State in such notice.

#### DEFINITIONS FOR USE IN THIS ADDENDUM

**“Designated Record Set”** shall mean a group of records maintained by or for the covered entity that is (a) the medical records and billing records about individuals maintained by or for the covered entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. As used herein the term “Record” means any item, collection, or grouping of information that includes protected health Information and is maintained, collected, used, or disseminated by or for the covered entity.

**“Protected Health Information (PHI)”** shall mean individually identifiable health information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media; or (c) transmitted or maintained in any other form or medium. “Protected Health Information” shall not include (a) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g and (b) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

**“Security Incident”** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system." (45 CFR §164.304)

The parties agree that all terms in this attachment not otherwise defined shall be defined by reference to the same terms in the HIPAA and its implementing regulations.

### **Funding Summary**

3610-131300	6/30/04 – 6/29/05	\$150,000
3610-131300	6/30/05 – 6/29/06	\$150,000
3610-131300	6/30/06 – 6/29/07	\$152,900
3610-131300	6/30/07 – 6/29/08	<u>\$162,470</u>

Total		\$615,370
-------	--	-----------

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

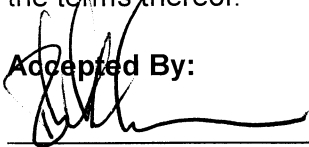
### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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 Contract other than that which appears upon the face of this Contract.

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

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


Accepted By:

  
\_\_\_\_\_  
RON NORDIN  
CHIEF FINANCIAL OFFICER  
MAX TRAC DATA SYSTEMS, INC.

DATE:

3/31/07


Approved By:

  
\_\_\_\_\_  
JAKE MOELK  
CHIEF INFORMATION OFFICER  
INFORMATION TECHNOLOGY SERVICES  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

4/9/07

Approved:

  
\_\_\_\_\_  
(for)  
GERRY WEAVER  
CHIEF INFORMATION OFFICER  
INDIANA OFFICE OF TECHNOLOGY

DATE:

16-Apr-2007

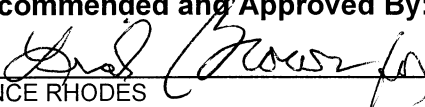
Certification of Funds:

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

DATE:

4/5/07

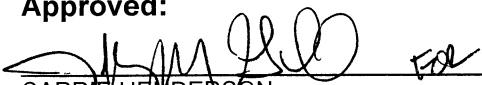
Recommended and Approved By:

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

DATE:

4/5/07


Approved:

  
\_\_\_\_\_  
CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE:

4.17.07

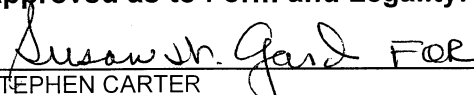
Approved:

  
\_\_\_\_\_  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE:

4/30/07

Approved as to Form and Legality:

  
\_\_\_\_\_  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE:

May 25, 2007



### EXHIBIT 3

#### MaxTrac Data Systems, Inc.

**1. PURPOSE OF THE CONTRACT:**

The purpose of this contract is to provide the following services to the Breast and Cervical Cancer Program (BCCP) of the Indiana State Department of Health (ISDH).

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana.

**3. DELIVERABLES AND SCHEDULE OF PAYMENT:**

DELIVERABLES	DUE DATE	ANNUAL SALARY	SCHEDULE OF PAYMENT
Employ four staff.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$128,400	Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Support and maintain CancerTrac, a case management database, regional databases, Citrix MetaFrame, and Laserfiche.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Provide database application services.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Perform continual quality assurance checks for the Minimum Data Elements (MDEs).	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Enter BCCP provider bills, adjudicate them, and correct errors.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Provide standard and ad hoc reports as requested.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.

DELIVERABLES	DUE DATE	ANNUAL SALARY	SCHEDULE OF PAYMENT
Provide security, data warehousing, and data backup.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Comply with HIPAA policies and procedures.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.

Personnel	\$128,400
Fringe Benefits	6,200
Travel	1,500
Phones/Fax	1,100
Security/Internet	9,500
Computer Peripheral Hardware	500
Computer Peripheral Software	500
Sub-Total	147,700
Management Fee (10%)	14,770
<b>GRAND TOTAL</b>	<b>\$162,470</b>

Any deviation in program expenditures must be requested in writing to the BCCP, and approval granted by the BCCP Director, prior to funds being moved or expended.

**4. EQUIPMENT:**

The Contractor is responsible for the cost of all repairs, maintenance, and/or replacement of equipment purchased with contract funds while the Contractor has care, custody and control over this equipment, and will not be reimbursed with contract funds for such expenses.

**5. TRAVEL:**

Travel (mileage/per diem) will be paid the lower of either the Contractor or the state of Indiana.

All out of state travel using contract funds must have prior written authorization from the State. Authorization for out of state travel must be requested in writing at least six weeks prior to expected travel.

**6. INVOICES:**

All invoices must be accompanied by written documentation of actual expenditures for all claimed items. The Contractor will be paid monthly for hours worked and the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoices to be provided by the State. The payments shall be made at the rates and in the amounts set out in the Deliverables and Schedule of Payment and hereby incorporated into this Contract for Services.

② 3/14/06  
5/12/06**Amendment No. 1**

This is an Amendment to the existing Breast & Cervical Cancer Contract For Services entered into by and between the Indiana State Department of Health (hereinafter referred to as the "State") and **Max Trac Data Systems, Inc.** (hereinafter referred to as the "Contractor") for the period from June 30, 2004 through June 29, 2006, in the amount of \$300,000.

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

The amount of the Contract For Services is being increased by \$152,900, making the new total of the Contract For Services \$452,900. The additional funds will continue maintenance of case management module and CancerTrac, data warehousing, quality assurance checks, Ad hoc reports, 24-hour helpline and system revisions for an additional year. See Exhibit 2, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract for Services. The expiration date of this Contract For Services is being extended until June 29, 2007.

The following paragraphs have been added to the Contract For Services:

**Compliance with Telephone Solicitations Act.**

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

- (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, 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 Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (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 Contract, even if IC 24-4.7 is preempted by federal law.

Paragraph 2 **Consideration** is amended to read:

The Contractor shall be paid upon receipt and approval of the deliverables using the rates set out on Exhibit 1 and 2, attached hereto and hereby incorporated into this Contract. Payments shall not exceed \$150,000 for the period June 30, 2004 through June 29, 2005; \$150,000 for the period June 30, 2005 through June 29, 2006; and \$152,900 for the period June 30, 2006 through June 29, 2007. Total remuneration under this Contract shall not exceed \$452,900.

Paragraph 34C **Notice to Parties** is amended to read:

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

Paragraph 36 B **Payments** is amended to read:

All accounts will be closed sixty (60) days after the end of each Contract period as specified in Paragraph 2. Any Claims submitted after sixty (60) days will not be reimbursed by the State.

Paragraph 41 **Security and Privacy of Health Information** is amended to read:

**A. Health Insurance Portability and Accountability Act (HIPAA)**

1. In the performance of the services listed in the Exhibits, the Contractor may have access to confidential identifiable medical information known as Protected Health Information (PHI).
2. The Contractor agrees that in connection with its services performed on behalf of the State, the Contractor is a Business Associate and shall comply with the Business Associate requirements of HIPAA as described in Section B.

**B. HIPAA Business Associate**

1. **Use of Protected Health Information.** The Contractor shall not use Protected Health Information (PHI) other than as permitted or required under this Agreement. The Contractor, its agents or subcontractors, shall not use PHI received from the State in any manner that would constitute a violation of the Health Insurance Portability and Accountability Act (HIPAA) *Security Standards, 45 CFR Part 164 Subpart C or Privacy Standards, 45 CFR Part 164 Subpart E*, if used by the State, except that the Contractor may use PHI as it relates to (1) the proper management and administration of the Contractor or to carry out legal responsibilities of the Contractor, or (2) data aggregation services relating to health care operations of the State.
2. **Disclosure of Protected Health Information (PHI).** The Contractor shall not further disclose PHI other than as permitted or required under this Agreement. The Contractor, its agents or subcontractors shall not disclose PHI received from the State in any manner that would constitute a violation of the HIPAA *Security Standards, 45 CFR Part 164 Subpart C or Privacy Standards, 45 CFR Part 164 Subpart E*, if disclosed by the State, except that the Contractor may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent the Contractor discloses PHI to a third party, the Contractor must obtain, prior to making any such disclosure,

(a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) an agreement from such third party to immediately notify the Contractor of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

3. **Safeguards Against Misuse of Information.** The Contractor agrees that it will implement ***administrative, physical, and technical*** safeguards ***that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the State*** and to prevent the use or disclosure of PHI other than as provided by the terms and conditions of this Agreement. *Contractor shall document and keep these security measures current.*
4. **Reporting of Disclosures of Protected Health Information.** The Contractor shall, within **fifteen (15)** days of becoming aware of a disclosure of PHI in violation of this Agreement by the Contractor or its agents or by a third party to which the Contractor disclosed PHI pursuant to Section 2 of this Addendum, report any such disclosure to the State.
5. **Reporting of Security Incident**  
Contractor shall report to the State any security incident of which it becomes aware. Successful breaches of security shall be reported immediately in electronic form using the following format:

Name of Business Associate

Incident # (Number assigned by reporting Entity)

**Type of Incident -**

Date of Report (Date issue was initially reported)

Date of Incident (Date issue accrued)

Time potential breach was identified

Name and Title of Person Reporting Incident

Contact Information (Of person reporting incident)

**Summary of Incident** (Include pertinent information regarding the potential security breach)

**Action Taken**

Name of Person(s) Conducting Preliminary Investigation

Contact Information (Of individual responsible for Issue Analysis)

Date Investigation started

Action Taken

**Conclusion**

Date Investigation ended

Findings

Measures taken to address issue, and prevent any reoccurrences

Unsuccessful attempts to breach security shall be reported monthly.

6. **Agreements by Third Parties.** The Contractor shall enter into a written agreement with **Contractor's** agent or subcontractor that will have access to PHI that is received from, or created or received by the Contractor on behalf of the State pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Agreement with respect to such PHI. *Any written agreement with Contractor's agent or subcontractor must ensure that the agent or subcontractor has or agrees to implement reasonable and appropriate safeguards to protect the PHI.*
7. **Access to Information.** Within **twenty (20)** days of a request by the State for access to PHI about an individual contained in a designated record set, the Contractor shall make available to the State such PHI. In the event any individual requests access to PHI directly from the Contractor, the Contractor shall within **five (5)** days forward such request to the State. Any denials of access to the PHI requested shall be the responsibility of the State.
8. **Availability of Protected Health Information for Amendment.** Within **thirty (30)** days of receipt of a request from the State for the amendment of an individual's PHI or a record regarding an individual contained in a designated record set, the Contractor shall provide such information to the Contractor for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.
9. **Accounting of Disclosures.** Within **thirty (30)** days of notice by the State to the Contractor that State has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the Contractor shall make available to the State such information as is in the Contractor's possession and is required for the State to make the accounting required by 45 CFR 164.528. At a minimum, the Contractor shall provide the State with the following information: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within **ten (10)** days forward such request to the State. It shall be the State's responsibility to prepare and deliver any such accounting requested. The Contractor hereby agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.
10. **Availability of Books and Records.** The Contractor hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Contractor on behalf of, the State available to the Secretary of the Department of Health and Human Services for purposes of determining the State's and the Contractor's compliance with the HIPAA *Security Standards*, 45 CFR Part 164 Subpart C or Privacy Standards, 45 CFR Part 164 Subpart E.

11. **Protected Health Information at Termination.** At the termination of this Agreement, if feasible, the Contractor shall return or destroy, with approval of the State, all PHI received from, or created or received by the Contractor on behalf of, the State that the Contractor still maintains in any form and retain no copies of such information.

12. **Compliance with Standard Transactions (to be inserted ONLY if BA assists with electronic billing)**

If the Contractor conducts in whole or in part Standard Transactions, as defined in 45 CFR § 162.103, for or on behalf of the State, the Contractor will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162.

13. **Termination**

*The State shall have the right to terminate the Agreement if it determines, in its sole discretion, that the Contractor has violated any provision of Title 45, Parts 160, 162, or 164 of the CFR. The State may exercise this right by providing written notice to the Contractor of termination, with such notice stating the violation of the provisions of Title 45, Parts 160, 162, or 164 of the CFR, that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by the State in such notice.*

#### **DEFINITIONS FOR USE IN THIS ADDENDUM**

**"Designated Record Set"** shall mean a group of records maintained by or for the covered entity that is (a) the medical records and billing records about individuals maintained by or for the covered entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the covered entity.

**"Protected Health Information (PHI)"** shall mean individually identifiable health information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include (a) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g and (b) records described in 20 U.S.C. § 1232g(a)(4)(B)(iv).

**"Security Incident"** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."  
(45 CFR § 164.304)



*The parties agree that all terms in this attachment not otherwise defined shall be defined by reference to the same terms in the HIPAA and its implementing regulations.*

#### **46. Termination for Convenience**

Add the following sentence to the existing language:

Also see the termination clause in Paragraph 40.B.13.

#### **Funding Summary**

3610-131300	6/30/04 – 6/29/05	\$150,000
3610-131300	6/30/05 – 6/29/06	\$150,000
3610-131300	6/30/06 – 6/29/07	<u>\$152,900</u>
Total		\$452,900

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

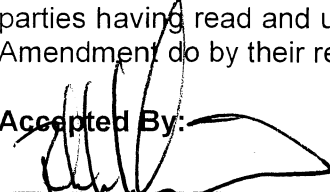
#### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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 Contract other than that which appears upon the face of this Contract.

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

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

Accepted By:

  
\_\_\_\_\_  
RON NORDIN  
CHIEF FINANCIAL OFFICER  
MAX TRAC DATA SYSTEMS, INC.

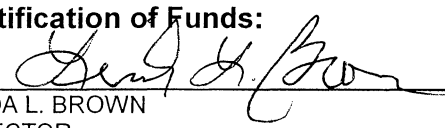
DATE: 3/22/06

Attested By:

  
\_\_\_\_\_  
JAKE MOLK  
CHIEF INFORMATION OFFICER  
INFORMATION TECHNOLOGY SERVICES  
INDIANA STATE DEPARTMENT OF HEALTH

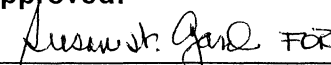
DATE: 4/5/06

Certification of Funds:

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

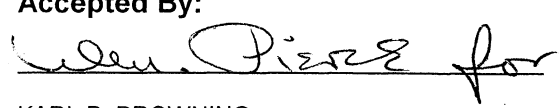
DATE: 4/10/06

Approved:

  
\_\_\_\_\_  
EARL A. GOODE  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: May 4, 2006

Accepted By:

  
\_\_\_\_\_  
KARL B. BROWNING  
CHIEF INFORMATION OFFICER  
INDIANA OFFICE OF TECHNOLOGY  
STATE OF INDIANA

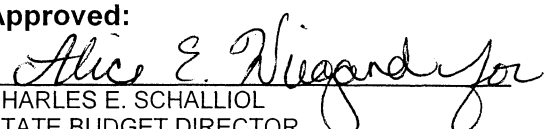
DATE: 1 May - 2006

Recommended and Approved By:

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

DATE: 4606

Approved:

  
\_\_\_\_\_  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 5/5/2006

Approved as to Form and Legality:

  
\_\_\_\_\_  
STEPHEN CARRIER  
ATTORNEY GENERAL OF INDIANA

DATE: 5/10/06

**EXHIBIT 2**  
**MaxTrac Data Systems, Inc.**

**1. PURPOSE OF THE CONTRACT:**

The purpose of this contract is to provide the following services to the Breast and Cervical Cancer Program (BCCP) of the Indiana State Department of Health (ISDH).

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana.

**3. DELIVERABLES AND SCHEDULE OF PAYMENT:**

DELIVERABLES	DUE DATE	ANNUAL SALARY	SCHEDULE OF PAYMENT
Employ three full-time staff.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$122,900	Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Support and maintain CancerTrac, a case management module, Citrix MetaFrame, and Laserfiche.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Provide database application services.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Perform continual quality assurance checks for the Minimum Data Elements (MDEs).	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Enter BCCP provider bills, adjudicate them, and correct errors.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Provide standard and ad hoc reports as requested.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.

DELIVERABLES	DUE DATE	ANNUAL SALARY	SCHEDULE OF PAYMENT
Provide security, data warehousing, and data backup.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.
Comply with HIPAA policies and procedures.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.		Payment shall be due for hours worked and satisfactory completion of Deliverables. Such payment shall be paid once monthly in arrears.

Salaries	\$122,900
Fringe Benefits	3,400
Travel	1,500
Supplies	100
Postage/Shipping	100
Phones/FAX	800
Security/Internet	1,600
Computer Peripheral Hardware	6,600
Computer Peripheral Software	2,000
Sub-Total	139,000
Management Fee (10%)	13,900
<b>GRAND TOTAL</b>	<b>\$152,900</b>

Any deviation in program expenditures must be requested in writing to the BCCP, and approval granted by the BCCP Director, prior to funds being moved or expended.

**4. EQUIPMENT:**

The Contractor is responsible for the cost of all repairs, maintenance, and/or replacement of equipment purchased with contract funds while the Contractor has care, custody and control over this equipment, and will not be reimbursed with contract funds for such expenses.

**5. TRAVEL:**

Travel (mileage/per diem) will be paid the lower of either the Contractor or the state of Indiana.

All out of state travel using contract funds must have prior written authorization from the State. Authorization for out of state travel must be requested in writing at least six weeks prior to expected travel.

**6. INVOICES:**

All invoices must be accompanied by written documentation of actual expenditures for all claimed items. The Contractor will be paid monthly for hours worked and the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoices to be provided by the State. The payments shall be made at the rates and in the amounts set out in the Deliverables and Schedule of Payment and hereby incorporated into this Contract for Services.

3610-537800-131300

BCC 731-1

(12)

### Renewal No. 1

Pursuant to IC 5-22-17-4 and the terms of the Breast & Cervical Cancer Contract For Services, the **Indiana State Department of Health** (hereinafter referred to as the "State") exercises its option to renew its Contract For Services with **Max Trac Data Systems, Inc.** (hereinafter referred to as the "Contractor") under the same terms and conditions of the original Contract For Services. The entire Contract For Services shall commence June 30, 2004 and shall terminate on June 29, 2006.

Total amount of this Contract For Services Renewal is \$150,000 and the renewal shall commence July 1, 2005 and shall terminate on June 29, 2006. Total Remuneration of this Contract For Services is not to exceed \$300,000.

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

### Funding Summary

3610-131300	6/30/04 – 6/29/05	\$150,000
3610-131300	6/30/05 – 6/29/06	<u>\$150,000</u>
Total		\$300,000

### Non-Collusion and Acceptance

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 Contract For Services Renewal other than that which appears upon the face of the Contract For Services Renewal.

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

Accepted By:

  
JEFFREY LEWIS  
MAX TRAC DATA SYSTEMS, INC.

DATE:

3/23/05

Certification of Funds:

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

DATE:

3/31/05

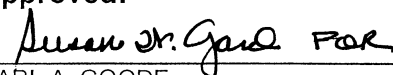
Recommended and Approved By:

  
SUE UHL  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

3-30-05


Approved:

  
EARL A. GOODE  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE:

4-20-05

Approved:

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE:

April 21, 2005

## CONTRACT FOR SERVICES

3610-530900-131300  
BCC 731-1

*opt*

This Contract, entered into by and between **Indiana State Department of Health** (hereinafter referred to as "State") and **Max Trac Data Systems, Inc.** (hereinafter referred to as "Contractor"), 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 Contractor

The Contractor shall continue maintenance of the case management module and CancerTrac, data warehousing, quality assurance checks, Ad hoc reports, 24-hour helpline and system revisions. This project is described fully in Exhibit 1, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract.

### 2. Consideration

The Contractor will be paid monthly in arrears using the rates set out on Exhibit 1, attached hereto and hereby incorporated into this Contract. Total remuneration under this Contract shall not exceed \$150,000.

### 3. Term

This Contract shall commence on June 30, 2004 and shall remain in effect through June 29, 2005.

### 4. Access to Records

The Contractor 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 Contractor and its subcontractors shall make all Records available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract or until an audit has been completed and all audit exceptions cleared.

### 5. Assignment

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



## 6. Audits

A. Following the expiration or termination of this Contract, the Contractor shall secure an audit of funds provided to the Contractor by the State under this Contract. An independent public accountant or certified public accountant (or as applicable, the State Board of Accounts) shall conduct this audit. The audit shall be conducted in accordance with Generally Accepted Auditing Standards ("GAAS") and any other audit guidelines or standards applicable or specified by the State or the federal government, which includes Chapter 5-11-1 of the Indiana Code and the Indiana State Board of Accounts publication "Guidelines for the Examination of the Entities Receiving Financial Assistance from Governmental Sources" and, if applicable, provisions of the federal Office of Management and Budget Circular A-133. Audits conducted pursuant to this paragraph are to be submitted within the earlier of thirty (30) days after receipt of the Auditor's report(s) or nine (9) months after the close of the audit period unless a written waiver of this provision is provided by the Indiana State Department of Health, Audit Section. The Contractor agrees to provide a readable copy (or original if requested by the State) of all audits secured by the Contractor to meet this provision and a copy of the Contractor's "Entity Annual Report" (Form E-1) to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Contractor's agrees to provide the State Board of Accounts an original of all financial and compliance audits and the original "Entity Annual Report" (Form E-1). Should the Contractor be an agency of the State of Indiana or a local or Quasi-governmental agency, the requirement to submit the Contractor's "Entity Annual Report" (Form E-1) to the State and the State Board of Accounts is waived.

B. The Contractor's audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Auditor or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

C. The State and the Indiana State Board of Accounts reserve the right to approve any auditor to be secured by the Contractor to conduct the audit specified in subparagraph A). Further, if applicable, the Contractor shall require its subcontractors to secure audits in accordance with subparagraph A), and to timely file all reports required by the Indiana State Board of Accounts.

D. Contractor shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Contractor's program and financial activities that relate to the performance of the services and funds provided pursuant to this Contract and Contractor claims for reimbursement under this Contract or as required by law, and other evidence, according to generally accepted accounting procedures, which identify costs attributable to the service(s) specified on 'Exhibit 1' of this Contract. The Contractor shall comply with the cost principles set forth in Office of Management and Budget Circular A-122. The Contractor shall maintain a written cost allocation plan that identifies procedures used to attribute costs to service(s) in Exhibit 1. More restrictive fiscal accountability may be required of the Contractor by the State, beginning upon written notice, if the State determines the Contractor is financially unstable, has a history of poor accountability, or has a management system that does not meet the standards required by the State of Indiana and/or the United States Government.

E. Upon written demand by the State the Contractor agrees to repay the State all sums paid by the State to the Contractor for which adequate fiscal and/or service delivery documentation is not in existence for the time period audited.

F. Should an audit of the Contractor result in an audit exception, the State may set off such amount against current or future allowable claims, demand a cash payback, or withhold payment of current claims or any combination thereof, in a like amount pending resolution between the parties of any disputed amount.

#### **7. Authority to Bind Contractor**

Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed, and this Contract is not subject to further acceptance by Contractor 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 Contractor shall be determined by the State in the exercise of its good faith and prudent judgment. The Contractor 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**

The Contractor 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 Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

#### **10. Condition of Payment**

All deliverables provided by the Contractor under this contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **11. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be the property of the State. The Contractor 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 Contractor. The Contractor hereby specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

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

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

## **13. Records, Reports, Inspections and Audits - Deleted**

## **14. 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 contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor 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 Contract without recourse by Contractor 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 Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract 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 Contractor knows or reasonably could know.

## **15. Continuity of Services – Deleted**

## **16. Debarment and Suspension**

Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means 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 Contractor. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

## **17. Default by State**

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

## **18. Disputes**

- A. Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor 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 Contractor 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 Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

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

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor 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 Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor 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 Contractor'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 it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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 Contractor 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) 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
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **20. Employment Option**

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

## **21. Ethics**

The contractor 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 contractor is not familiar with these ethical requirements, the contractor 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 contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

## **22. Force Majeure**

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

## **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 this Contract, this Contract 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 Contract 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. Indemnification**

Contractor 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 Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.

## **26. Independent Contractor**

Both parties hereto, in the performance of this Contract, 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 Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

## **27. Information Technology Accessibility**

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](http://www.in.gov/itoc/html_site/architecture/poli.html) and [http://www.in.gov/itoc/html\\_site/architecture/stan.html](http://www.in.gov/itoc/html_site/architecture/stan.html). Any deviation from the published standards and policies must be approved by ITOC and be supported by a written waiver.

The Contractor 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.

## **28. Insurance**

- a) The Contractor shall secure and keep in force during the term of this agreement, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this agreement:
  - 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.

- 2) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.
  - 3) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
  - 4) Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement.
- b) The Contractor's insurance coverage must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
  - 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
  - 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
  - 4) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to immediately terminate this agreement.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this agreement.

#### **29. Key Person(s) – Deleted**

#### **30. Licensing Standards**

The parties agree that Contractor 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 Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor 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, Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.



### **31. Merger & Modification**

This contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this contract will be valid provisions of this contract. This contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

### **32. Minority and Women Business Enterprise Compliance**

The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, and agrees to comply with all Minority and Women Business Enterprise statutory and administrative code requirements and obligations, including IC 4-13-16.5 and 25 IAC 5.

The Contractor further agrees to cooperate fully with the minority and women's business enterprises division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews and audits that may be required.

### **33. Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor 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 this Contract. The Contractor's execution of this Contract 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 Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor 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 this Contract.

### **34. Notice to Parties**

Whenever any notice, statement or other communication is required under this Contract, 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 Contractor shall be sent to:

Max Trac Data Systems, Inc.  
ATTN: Jeffrey Lewis  
2289 Parkview Lane  
Woodbury, MN 55125

C. Payments to the Contractor shall be sent to the address designated by Form W-9 on file with the auditor of state which is:

Max Trac Data Systems, Inc.  
ATTN: Jeffrey Lewis  
2289 Parkview Lane  
Woodbury, MN 55125

**35. Order of Precedence**

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

**36. Ownership of Documents and Materials**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor 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 Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

**37. 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 end of the Contract period. Any State Claim Voucher submitted after sixty (60) days will not be reimbursed by the State.

**38. 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.

### **39. Progress Reports**

- A. The Contractor shall submit progress reports to the State based upon the needs of the State. Unless specified otherwise in Exhibit 1, the progress reports 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 Contractor understands that failure to provide progress reports as requested by the State may be considered a material breach of the Contract and shall entitle the State to impose sanctions against the Contractor. Sanctions may include, but are not limited to, suspension of all Contract payments, and/or suspension of the Contractor's participation in State contract 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 Exhibit 1 of this Contract.

### **40. Renewal Option**

This Contract 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 contract may not be longer than the term of the original contract.

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

#### **A. Health Insurance Portability and Accountability Act (HIPAA)**

- 1. In the performance of the services listed in the attachments, the Contractor may have access to confidential identifiable medical information known as Protected Health Information (PHI).
- 2. The Contractor agrees that in connection with its services performed on behalf of the Indiana State Department of Health, the Contractor is a Business Associate and shall comply with the Business Associate requirements of HIPAA as described in Section B.

## **B. HIPAA Business Associate**

- 1. Use of Protected Health Information.** The Contractor shall not use Protected Health Information (PHI) other than as permitted or required under this Agreement. The Contractor, its agents or subcontractors, shall not use PHI received from the State in any manner that would constitute a violation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Standards, 45 CFR Part 164 Subpart E, if used by the State, except that the Contractor may use PHI as it relates to (1) the proper management and administration of the Contractor or to carry out legal responsibilities of the Contractor, or (2) data aggregation services relating to health care operations of the State.
- 2. Disclosure of Protected Health Information (PHI).** The Contractor shall not further disclose PHI other than as permitted or required under this Agreement. The Contractor, its agents or subcontractors shall not disclose PHI received from the State in any manner that would constitute a violation of the HIPAA Privacy Standards, 45 CFR Part 164 Subpart E, if disclosed by the State, except that the Contractor may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent the Contractor discloses PHI to a third party, the Contractor must obtain, prior to making any such disclosure, (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) an agreement from such third party to immediately notify the Contractor of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- 3. Safeguards Against Misuse of Information.** The Contractor agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the terms and conditions of this Agreement.
- 4. Reporting of Disclosures of Protected Health Information.** The Contractor shall, within fifteen (15) days of becoming aware of a disclosure of PHI in violation of this Agreement by the Contractor or its agents or by a third party to which the Contractor disclosed PHI pursuant to Section 2 of this Addendum, report any such disclosure to the State.
- 5. Agreements by Third Parties.** The Contractor shall enter into a written agreement with Contractor's agent or subcontractor that will have access to PHI that is received from, or created or received by the Contractor on behalf of the State pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Agreement with respect to such PHI.
- 6. Access to Information.** Within twenty (20) days of a request by the State for access to PHI about an individual contained in a designated record set, the Contractor shall make available to the State such PHI. In the event any individual requests access to PHI directly from the Contractor, the Contractor shall within five (5) days forward such request to the State. Any denials of access to the PHI requested shall be the responsibility of the State.

7. **Availability of Protected Health Information for Amendment.** Within twenty (20) days of receipt of a request from the State for the amendment of an individual's PHI or a record regarding an individual contained in a designated record set, the Contractor shall provide such information to the State for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526.

8. **Accounting of Disclosures.** Within twenty-five (25) days of notice by the State to the Contractor that the State has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the Contractor shall make available to the State such information as is in the Contractor's possession and is required for the State to make the accounting required by 45 CFR 164.528.

At a minimum, the Contractor shall provide the State with the following information: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within ten (10) days forward such request to the State. It shall be the State's responsibility to prepare and deliver any such accounting requested. The Contractor hereby agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.

9. **Availability of Books and Records.** The Contractor hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Contractor on behalf of, the State available to the Secretary of the Department of Health and Human Services for purposes of determining the State's and the Contractor's compliance with the HIPAA Privacy Standards, 45 CFR Part 164 Subpart E.

9. **Protected Health Information at Termination.** At the termination of this Contract for Services, if feasible, the Contractor shall return or destroy all PHI received from, or created or received by the Contractor on behalf of, the State that the Contractor still maintains in any form and retain no copies of such information. If return or destruction of the protected health information is not feasible, the provisions of this Contract for Services shall continue to apply to the protected health information that is not returned or destroyed, notwithstanding the termination of this Contract for Services.

#### DEFINITIONS FOR USE IN THIS ADDENDUM

"**Designated Record Set**" shall mean a group of records maintained by or for Indiana State Department of Health (ISDH) that is (a) the medical records and billing records about individuals maintained by or for the ISDH, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the ISDH to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used or disseminated by or for ISDH.

**"Protected Health Information (PHI)"** shall mean individually identifiable health information that is (a) transmitted by electronic media; (b) maintained in any medium constituting electronic media; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include (a) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Privacy Act, as amended, 20 U.S.C. §1232g and (b) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

#### **42. Severability**

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

#### **43. Substantial Performance**

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

#### **44. Successors and Assignees**

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

#### **45. 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 Contractor as a result of this Contract.

#### **46. Termination for Convenience**

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor 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 Contractor 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 Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**47. Termination for Default – Deleted**

**48. Registration with the Secretary of State of Indiana**

The Contractor certifies that if it is a non-domestic entity, it is registered with the Indiana Secretary of State to do business in the State of Indiana.

**49. Travel**

If applicable, expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular (#2003-1). Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**50. Waiver of Rights**

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

**51. Work Standards**

The Contractor shall 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 Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

**52. Additional Terms and Conditions**

The Contractor agrees to additional conditions set forth in Exhibit 1, which is attached hereto and incorporated herein by reference.

**53. Amendments**

No alteration or variation of the terms of this Contract 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.

**54. 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 Contract.

- B. The Contractor agrees to participate in one session of the cultural competency training presented by the State during the term of this Contract. The Contractor shall designate a representative who will attend this training or otherwise show evidence that a representative has received approved cultural competency training. The Contractor shall be responsible for ensuring that a representative of its subcontractors will attend this training as well. The State Health Commissioner may waive this training requirement upon application and justification submitted by the Contractor that they have received approved cultural competency training within the year prior to the beginning date of this Contract.
- C. The State's cultural competency training is offered to contractors and subcontractors 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 Contract. The Contractor and/or subcontractor shall be responsible for any travel and incidental expenses that exceed the maximum limit or any other conditions set for the use of these contract funds.
- D. Prior to the expiration of this Contract, the State's Cultural Diversity & Enrichment (CDE) Division may provide a cultural competency assessment form to the Contractor that must be completed and returned to the CDE Division within thirty (30) days of receipt of the form.

#### **55. Federal Funding Information**

- |   |  |
|---|--|
| a) C.F.D.A. Title – Centers for Disease Control and Prevention_ Investigations and Technical Assistance | d) Award No. U55/CCU521884-03  |
| b) C.F.D.A No. 93.283   | e) Award Year – 6-30-04 through 6-29-05  |
| c) Award Name – National Cancer Prevention and Control Program  | f) Federal Agency – Department of Health & Human Services, Public Health Service, Centers for Disease Control & Prevention |

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

#### **56. Federal Funds Disclosure Requirements**

The Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by contract funds, they will clearly state a) the percentage of the total costs of the program or project which will be financed with federal money, b) the dollar amount of federal funds for the project or program, as set out in Paragraph 2 of this Contract, and c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.



## **57. Federal Lobbying Requirements**

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

## **58. Remedies Not Impaired**

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

## **59. 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 2003 IDOA Professional Services Contract Manual) in any way except for the following clauses which are identified by name below:

---

Access to Records

---

Audits

---

Payments

---

Progress Reports

---

Travel

---

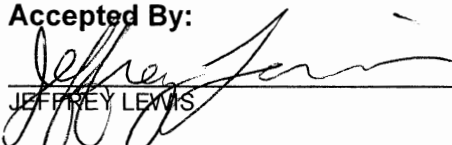
### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, 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 Contractor, 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 Contract other than that which appears upon the face of this Contract.

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

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

**Accepted By:**

  
JEFFREY LEWIS  
MAX TRAC DATA SYSTEMS, INC.


DATE: 7/6/04

**Certification of Funds:**

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


DATE: 7/7/04

**Recommended and Approved By:**

  
WENDY GETTELFINGER, R.N., D.N.S., J.D.  
ASSISTANT COMMISSIONER  
COMMUNITY AND FAMILY HEALTH SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 7/7/04

**Approved:**

  
CHARLES R. MARTINDALE, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

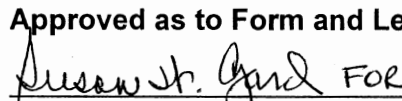
DATE: 7/19/04

**Approved:**

  
MARILYN F. SCHULTZ  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: August 13, 2004

**Approved as to Form and Legality:**

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: Aug 16, 2004

**EXHIBIT 1**  
**MaxTrac Data Systems, Inc.**

**1. PURPOSE OF THE CONTRACT:**

The purpose of this contract is to provide the following services to the Indiana Breast and Cervical Cancer Program (IN-BCCP) of the Indiana State Department of Health.

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana.

**3. CONSIDERATION FOR DELIVERABLES AND SCHEDULE OF PAYMENT:**

<b>DELIVERABLES</b>	<b>DUE DATE</b>	<b>MONTHLY FEE</b>	<b>SCHEDULE OF PAYMENT</b>
<p>Provide a case management module, which tracks all BCCP women who are enrolled in the program.</p> <p>Provide Annual CancerTrac Software Maintenance to ensure optimal services consistent with the BCCP and the Centers for Disease Control and Prevention (CDC) mandates.</p> <p>Provide Constant and consistent quality assurance check, Minimum Data Element maintenance, and revisions.</p> <p>Provide all Ad Hoc reports on an as-needed basis.</p> <p>Provide data warehousing to allow sufficient space to the Indiana BCCP.</p> <p>Provide 24-hour help-line assistance for data questions or problems.</p> <p>See Attachment A to Exhibit 1 for complete Scope of Work.</p>	<p>MaxTrac Data Systems, Inc. services to be provided in accordance with the BCCP Grant Guidelines.</p>	<p>\$12,500</p>	<p>Payment shall be due for completion of deliverables. Such payment shall be paid one monthly in arrears.</p>

**4. CONTRACT AMOUNT: \$150,000**

**5. CLAIM VOUCHERS:**

The Contractor will be paid monthly in arrears for deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of Claim Vouchers to be provided by the State.

**6. SAFEGUARDS:**

Contractor and ISDH will work together to provide additional safeguards for tracking records. Contractor will notify ISDH via e-mail when records are received.

## SCOPE OF WORK

### D.1 Summary of Required Services

The Indiana State Department of Health's (ISDH) Breast and Cervical Cancer Early Detection Program (IN-BCCP) requires an application service provider (ASP) that will work in cooperation with the IN-BCCP to meet the data quality goals, objectives, and standards established by the Centers for Disease Control and Prevention (CDC) for this national program. The ASP will provide the following functions and services necessary to track IN-BCCP participants and pay for their screening and diagnostic procedures through use of the CancerTrac data management software program or any other appropriate software solution. The required functions and services of the ASP include:

- Supply and House Necessary Hardware
  1. Provide database server(s) to support database used by CancerTrac system or any other appropriate software solution (e.g., Interbase, Oracle)
  2. Provide remote PC-access server(s) to support the CancerTrac client software or any other appropriate client software for a minimum of 15 concurrent users
  3. Produce daily back-up files of all IN-BCCP data
  4. Provide firewall, router, and other communications hardware as required to connect remote PC-access server to the Internet.
- Supply Necessary Software
  1. Remote PC-access client software for multi-users
  2. Database management software
  3. Microsoft Access for ad hoc queries by IN-BCCP staff and for data and maintenance that is capable of running on server and is linked with database server
  4. Microsoft Excel for reporting purposes
  5. Back-up software as required by the back-up system
- Provide Security to Terminal Client Server
  1. Supply a secure communication system (e.g., DSL or T1 line), including routers and firewalls as required, to allow authorized IN-BCCP staff to access data from ISDH and other remote locations with Internet access
  2. Provide hardware and software security to prevent unauthorized access
  3. Conduct daily external security scan to identify and remediate potential security breaches
- Project Management for the IN-BCCP data system that includes, but is not limited to, the following:
  1. Database support
  2. Help desk technical services
  3. Data Entry of all billing claims (approximately 2,500 claim items per month)
  4. Claims adjudication
  5. Update CPT code list annually
  6. Update CPT rates annually

7. Update annual income eligibility
  8. On-site training (refresher and/or for new system modifications) as jointly determined by the Respondent and the State
  9. HIPAA Compliance
  10. Data validation of submitted IN-BCCP forms
  11. Data validation and quality assurance checks for billing data
  12. Quality assurance checks of the software system and data
  13. Backup all data associated with the IN-BCCP on a daily basis
  14. Periodic data exports to include IN-BCCP staff and CDC
  15. Abstract and submit Minimum Data Elements (MDEs) twice a year as specified by Centers for Disease Control and Prevention (CDC)
  16. Consult on form design and other data-related issues
  17. Be capable of receiving and processing electronic billing claims per HIPAA
  18. Conduct at least one site visit per year to discuss data issues, update training, and resolve ongoing issues
- Provide HIPAA Compliant Electronic Billing
    1. Ability to receive and interpret HIPAA compliant X-12 formatted files (837 claim, 270 eligibility, 276 claim status)
    2. Insert electronic claims information into CancerTrac or appropriate software solution.
    3. Transmit HIPAA compliant X-12 formatted files (835 remittance, 271 eligibility response, 277 claim status response) after adjudication process.
  - Produce Reports (Mandated and Ad Hoc)
    1. Calculate all CDC-mandated Data Quality Indicator Guides (DQIG) used to measure program performance and determine program compliance
    2. Produce Minimum Data Elements (MDE) reports; modify data as required
    3. Listing of women needing Mammogram and Pap Smear reminder cards (monthly)
    4. Abnormal breast screening follow-up reports (bi-weekly)
    5. Abnormal cervical screening follow-up reports (bi-monthly)
    6. Detailed billing remittance advice (weekly)
    7. Summary billing remittance advice (weekly)
    8. Billing validation reports (weekly)
    9. Ad hoc data reports/queries as requested (e.g., summary of unpaid procedures by region and/or provider within a specified date range; calculation of rarely or never-screened women; calculation of funding by source; cost of specific procedures; IN-BCCP matching funds calculated by determine the differential between usual and customary costs and Medicaid- allowable rates)
  - Supply Software Maintenance for the IN-BCCP CancerTrac data system or appropriate software solution:
    1. Update Minimum Data Elements (MDE) report as mandated by CDC.

2. Modify and maintain the system to meet changing requirements as requested by the State or Federal regulations within an agreed upon timeframe;
  3. Update program as requested by IN-BCCP staff;
  4. Debug errors in the program that may occur;
  5. Update system documentation as modifications/updates occur.
- Development of any software and/or operational procedures that may be required to ensure the uninterrupted operation of the IN-BCCP database:
    1. Testing of all software applications and operations using test data supplied by the IN-BCCP Program;
    2. Develop Access databases or Excel spreadsheets as requested to assist program staff in identifying and rectifying programmatic issues.
  - Provide consultation to the IN-BCCP regarding all matters pertaining to the tracking and surveillance software, to include interpretation, analysis, and reporting of data (both patient and billing). Consultation services require broad knowledge of and experience with:
    1. Software development,
    2. Medical terminology and procedures,
    3. Medical billing, and
    4. The National Breast and Cervical Cancer Early Detection Program (NBCCEDP) requirements
  - Provide Data Quality Assurance
    1. Conduct audits using Federal and State program guidelines to identify and correct non-compliant or incorrectly coded data
    2. Identify missing data; provide missing data reports by region for correction
    3. Identify procedural steps or data form modifications that will reduce programmatic data errors
    4. Evaluate and determine sources of data errors, ensuring a continued MDE error rate of < 0.1%.

## **D.2 Description of the Current Program**

The software tracks all IN-BCCP patients -- from enrollment through cancer treatment -- and receives, adjudicates, and authorizes payment for claims of all BCCP-eligible services. The program uses a system of encounter numbering that identifies the screening site and the unique visit for each woman (e.g., ABC 1003). Women are tracked over the course of time by a complex "screening cycle".

CancerTrac is integral to the operation of the IN-BCCP. Throughout the process from enrollment through cancer treatment, CancerTrac is used to track patient procedures, ensure patients receive adequate care, prompt patients for re-screen and authorize payment for covered procedures. In addition, CancerTrac is used to statistically assess



and identify problematic providers and labs that may require additional training or even elimination from IN-BCCP activities.

The program contains the following features:

1. Stores and reports data in CDC National Breast and Cervical Early Detection Program mandated format.
2. Stores data supplied by the current BCCP forms:
  - a. BCCP Enrollment Form
    - i. Patient identifier/contact information
    - ii. Demographic information
    - iii. Consent
    - iv. Visit procedures ordered or performed
  - b. Breast Imaging Report
  - c. Pap Smear Report
  - d. Abnormal Cervical Screening Follow-up Report
  - e. Abnormal Breast Screening Follow-up Report
  - f. Breast Cancer Summary
  - g. Cervical Cancer Summary
3. Identifies abnormalities as defined by BCCP program staff
4. Associates breast imaging reports and Pap reports with the visit form on which they were ordered via the encounter number.
5. Contains a HIPAA compliant billing system that performs:
  - a. Electronic and manual data submission
  - b. User definable (per CPT code) validation
  - c. Billing Outputs
    - i. Electronic files per HIPAA mandate
    - ii. Detailed Remittance Advice (screening site specific)
    - iii. Summary Remittance Advice (Provider/Vendor summary)
    - iv. Patient summary (summary of each patients claims)
6. Provider/Contract holder/Vendor data
  - a. Code
  - b. Name
  - c. Complete address including phone & fax
  - d. Individualized contact information for billing and administrative functions
7. Screening Site data
  - a. Code
  - b. Name
  - c. Complete address including phone & fax
  - d. Breast and Cervical procedure services provided list
  - e. Individualized contact information for billing, follow-up and reporting functions
8. Lab/Mammography
  - a. Code
  - b. Name
  - c. Complete address including phone & fax
  - d. Lab procedures performed
  - e. Accreditation
  - f. Individualized contact information for cytology and mammography
9. Program Reports:
  - a. Abnormal Breast Screening Reports – fills in data including:
    - i. Patient identifiers

- ii. Screening or diagnostic information to identify the abnormality to be followed
  - iii. Program contact – name & mailing instructions to return form to BCCP
  - iv. Follow-up contact for screening site – person designated by site to handle patient follow-up for BCCP
- b. Abnormal Cervical Screening Reports
  - i. Patient identifiers
  - ii. Screening or diagnostic information to identify the abnormality to be followed
  - iii. Program contact – name & mailing instructions to return form to BCCP
  - iv. Follow-up contact for screening site – person designated by site to handle patient follow-up for BCCP
- c. Missing Reports
  - i. Breast Imaging – mammograms ordered but not reported
  - ii. Pap report – Paps ordered but not reported
  - iii. Missing visits – Paps or Breast Imaging reports w/o corresponding visits in the system
- d. Profile Reports details statistics for providers, sites or the entire database
  - i. Enrollment – statistical summary of women at their enrollment
  - ii. Activity – statistical summary of visits & procedures ordered and reported
  - iii. Follow-up – abnormal results & cancer cases
- e. General Reports
  - i. Provider List – detailed information on each provider
  - ii. Site List – detailed information on each site
  - iii. Lab List – detailed information on each lab/mammography facility
  - iv. Funding by Age – details pap & mammograms paid by age group and funding source
  - v. Patient Summary – lists all procedures performed & all claims with status
- f. Follow-up Reports
  - i. Trigger List – all open breast (or cervical) cases with descriptions
- g. Reminders
  - i. Pap Smear Rescreen – list of patients due for annual Pap test
  - ii. Mammogram Rescreen – list of patients due for annual breast screening
- h. Suspense
  - i. Pap Reports in suspense (not linked and posted with a visit)
  - ii. Breast Imaging Reports in suspense (not linked and posted with a visit)

#### Details of Current System

The IN-BCCP began operation in 1995 using the Indiana Tracking and Follow-Up program (TFU). TFU was a DOS-based program. During 2000, TFU moved to a windows-based system to include billing and software-related HIPAA compliance.

TFU uses a server-based computing model utilizing Windows NT 4.0/2000 Terminal Server and a companion product, Citrix Metaframe 1.8. This application connects to an Interbase database server to provide required data.

TFU provides offsite access to the server through a DSL Internet connection. Current technology is used to maintain security and access to the program. IN-BCCP staff accesses the system via Citrix Metaframe. Citrix Metaframe is a secure program that permits all IN-BCCP computers to access TFU over a standard public Internet connection and allows the IN-BCCP staff to view, enter and edit data on the server without having the data pass through the Internet. The use of this server allows for the monitoring of activities and meets HIPAA requirements. It provides a simplified means to enter patient information and provider claims through a complex system of integrated components.

A person who is interested in participating in the IN-BCCP Program contacts a regional office by telephone or in person. The person is pre-qualified to determine categorical eligibility and is then given an appointment with a local provider. At the appointment, the person completes the program paperwork to determine eligibility. The medical provider sends the completed client packet (e.g., enrollment forms, reports, and bills) to the regional office. The staff at the regional office reviews and assembles all client paperwork associated with each particular enrollment form. Multiple reports and bills may be necessary to complete one provider visit. The regional staff sends the client packets to the central office (based at ISDH in Indianapolis). Client enrollment and clinical data are entered into CancerTrac by central staff as it is received. Bills are copied and the original sent to be entered in CancerTrac. Bi-weekly printouts of all bills are submitted to the IN-BCCP Billing Coordinator for development of vouchers. The enrollment and clinical data collected in CancerTrac is used to provide comprehensive data to meet federal requirements (MDEs). In addition the data serves as a monitoring tool to evaluate program progress and efficiency.

The CancerTrac program incorporates a number of features to assist the IN-BCCP staff, including comprehensive viewing and reporting tools, patient data management, accurate patient tracking, and data submissions. These features are based on CDC requirements for the National Breast and Cervical Cancer Early Detection Program (NBCCEDP)

- Determine eligibility by analyzing income information by family size
- Print personalized follow-up reports when follow-up is required
- Defines CDC's screening cycle automatically
- Prevents clients from being lost to follow-up
- Prevents cases from being closed without required data
- Ensures services are not paid before required clinical data is obtained
- Determines multiple payment sources based on age and services provided
- Allows for the writing of unique rules for each CPT code
- Provides data quality reports
- Provides management for provider/vendor contact information
- Defines user access levels and security levels
- Customized reports

CancerTrac was designed with table-based rules. This allows maximum adaptability to the specific requirements of the IN-BCCP, thus modifying pre-defined business rules to

require only a database change (e.g., modifying entries in a lookup table) rather than a change in the program code. Some examples of modifications to business rules are:

- Alter thresholds that flag abnormal results
- Customize billing rules for validation of invoice items
- Write rules for specific items or for an entire group of items (e.g. CPT codes)
- Change reporting systems used by the IN-BCCP (e.g. Bethesda system for reporting Pap test cytology results)

CancerTrac contains an integrated billing system that verifies claims through confirmation of patient enrollment/visit information and reported data pertaining to a submitted CPT. Claim information is entered and processed through a batching system that links a unique encounter number between the claim and enrollment/visit. The system confirms ordered procedures and reported data. If all criteria are met the claim will be paid. If not, it will be denied, or suspended if further information is required.

The current system receives electronic claims/inquiries through NSF formatted files. An external system receives and stores these claims for processing prior to and after adjudication. These files are converted into HIPAA compliant X-12 formats through an outside vendor.

### **D.3 Technical Information Regarding Certain Aspects of the Current System**

The Indiana BCCP system uses a server-based computing model utilizing Windows NT 4.0 Terminal Server and a companion product, Citrix Metaframe 1.8. The centralized server model uses thin client technology, reducing the need for powerful client PCs and eliminating the need for remote server hardware. For remote sites, the server-based model requires standard Internet connectivity, but thin client technology allows these sites to operate effectively, with minimal bandwidth needs. Remote PC administration is reduced since the primary application is on a centralized server.

Windows NT Terminal Server Edition (TSE) appeared as a product with Windows NT 4.0. Microsoft licensed this technology from Citrix for Windows NT 4.0. Windows NT TSE is a multi-user operating system allowing multiple, graphical "user sessions" on a single server. The client PCs run a very small program that only displays the "screen" while the server executes the application. This feature allows older equipment to run the latest software without the substantial client PC requirements and allows WAN (Wide Area Network) connected remote sites to operate at speeds similar to those of a local network.

#### **Technical Solution for IN-BCCP CancerTrac program.**

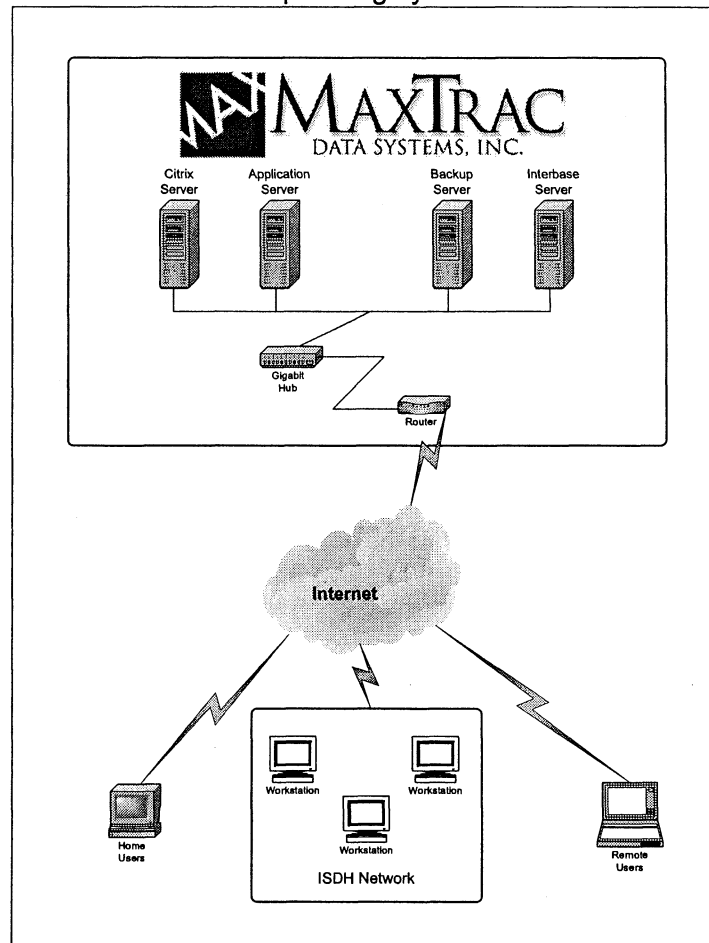
The fully configured system includes:

- Interbase Database Server
- Citrix MetaFrame Server
- Storage Server
- Backup Server
- Switched gigabit Ethernet
- UPS and power filtering

- IDSL Internet connection

The database server in its current configuration supports approximately 15 concurrent users. The configuration is expected to have a five-year life cycle as it directly relates to CancerTrac. If computing needs change or not-yet-determined applications are introduced into the environment, the life cycle of the current equipment could be reduced.

Client access is available via the Citrix ICA client using PC's running Windows 95/98/2000/XP, Macintosh and Unix operating systems.



**Router:** Netopia router, allows Internet traffic to access internal network.

**Citrix Server:** Up to 15 concurrent users may access the Citrix MetaFrame server. Should the need to increase concurrent users arise, any number of Citrix servers may be combined to create an "application farm." An application farm consists of multiple servers treated as one by the administrator and users.

**Interbase Server:** The Interbase server 6.0 contains the live database, including all on-line transactions, queries, patient information, etc. With a single, centralized database, all transactions are conducted in real time. All modifications may be seen instantly by every user.

**Backup Server:** The backup server is used to make nightly backups of all critical files on the network including the Interbase data files. This server also acts as a backup for the Interbase server.

**Storage Server:** The storage server retains query results as well as the CancerTrac executable files and supporting documentation.

Three specific concepts allow maximum software adaptability to the requirements of the CancerTrac program:

- Multiple-layer Architecture
- Table-driven Business Rules
- Reference Table Lists

CancerTrac uses a three-layer architecture. The three layers of CancerTrac are, in user-standpoint order:

- Graphical User Interface
- Business Rules
- Database Access

## Regional Offices

The Regional Coordinator and other designated staff members perform administrative tasks such as producing provider reports using the CancerTrac program. In addition to these functions, the CancerTrac program may be used to access records for any participant receiving services within the regional providers and to view and search for these records through a "Patient look-up" view. CancerTrac allows Regional Coordinators to query for billing information through the billing menu.

## Central (ISDH) Office

The CancerTrac program allows Central staff to run various reports using the statewide information. In addition, records for any participant receiving services within the program may be viewed and searched through a "Patient look-up" view. Additionally, depending on the permissions defined for the user, staff may enter, update and delete patient data such as enrollment, income, medical history, services provided, follow-up and diagnostic.

### *Indiana Case Management System (ICMS)*

The Indiana Case Management System consists of a database that allows the Clinical/Case Management staff to collect and store data to monitor real-time follow-up. This database has the ability to create reports necessary for tracking the related health needs of the program participants. The information contained in ICMS is used to update CancerTrac's clinical required data.

### *Consent Form History*

As a HIPAA covered entity, the IN-BCCP is required to provide all its participants with a document called Notice of Privacy Practices (NPP). The NPP's have to be delivered to all active participants of the IN-BCCP program based on the information collected in CancerTrac. A sub-system of CancerTrac called Consent Form History database was created to satisfy HIPAA office requirements of tracking the NPP's. This system allows the Program's HIPAA officer to monitor compliance.

Attachment D  
Page 10 of 16

## **D.4 Statistics Relating to System Activities**

The IN-BCCP is currently screening at capacity for the dollars received by the CDC. Between July 1, 2002 and June 30, 2003, the IN-BCCP screened 10,052 women who completed over 12,914 office visits and generated approximately \$1.2 million dollars worth of reimbursable services through the program. Approximately 32,000 billing claims are being processed annually. Since the programs inception, 23,775 women have been screened in the IN-BCCP, resulting in a total of 39,125 office visits (as of December 2, 2003).

## **D.5 Description of Required Services**

The Respondent will be responsible for providing the hardware and software for the continued operation and support of the Indiana CancerTrac Program or appropriate software solution, remote PC-access server, database server, and all related sub-systems and support services, as they exist as of June 29, 2004. The following sections address the specific requirements.

### **D.5.1 Software Development Services and Support**

The Respondent will be responsible for providing general application support for the Indiana CancerTrac Program or appropriate software solution, remote PC-access server and database server. The costs associated with providing this support should be included in the monthly fixed base fee, except for the costs associated with any IN-BCCP approved system modifications. The cost of any IN-BCCP approved modifications will be billed on a fixed-price basis as stated in Attachment E of this RFP. This includes, but is not limited to, the following areas:

- Timely software defect repair to allow the software to function as defined in the system documentation. The Respondent will be required to maintain a system for recording, tracking, prioritizing, researching, and resolving system bugs. A current list of outstanding software defects/bugs will be provided to the successful bidder at the time of system turnover;
- Timely systems analysis to assist the Respondent's Help Desk with troubleshooting efforts when handling IN-BCCP calls regarding system problems;
- Timely software modifications as requested by the IN-BCCP;
- Timely software modifications as mandated by Federal Regulations;
- Timely planning, coordination, and implementation of all software releases, updates, and fixes, including the preparation and distribution of release notes that summarize changes for IN-BCCP staff;
- Thorough quality assurance testing of all software releases, updates, and fixes prior to implementation;
- Timely updates to all system documentation (paper and on-line help) as modifications/corrections are made to the systems.

#### D.5.2 Database Services and Support

The Respondent will be responsible for providing database support for the proposed system and sub-systems. The costs associated with providing this support or transferring IN-BCCP data to any other appropriate solution, shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Timely database repairs to fix corruption of data and other problems caused by software defects, system failures, user errors, etc.;
- Timely database tuning as needed in order to keep the databases running as efficiently and effectively as possible;
- Timely updates to the various reference database tables as needed or requested by the IN-BCCP;
- Timely planning, coordination, and implementation of all database releases, updates, and fixes, including the preparation and distribution of release notes that summarize changes for IN-BCCP staff;
- Thorough quality assurance testing of all database releases, updates, and fixes prior to implementation;
- All HIPAA related expenses excluding billing services.

#### D.5.3 Centralized Hosting Environment Support and Operation

The Respondent will be responsible for providing and supporting the centralized hosting environment required operating the proposed system and sub-systems. The costs associated with providing this support shall be included in the monthly fixed base fee, except for the costs of any additional Terminal Server Client Access Licenses (CALs) or Citrix user licenses. The cost of such licenses required due to program growth will be billed as a pass through cost to the IN-BCCP. This includes, but is not limited to, the following:



- Procurement, installation, configuration, operation, and maintenance of all system-operating software, hosting software, and connectivity services required to replicate the current centralized system-hosting environment;
- Monitoring system operations to assure maximum performance;
- The costs associated with the expansion of hosting resources should be covered in the monthly fee as the number of program participant increases;
- Maintaining Citrix user account information for all IN-BCCP staff. This includes adding, updating, and deleting user accounts as new staff is hired, existing staff resign, or existing staff responsibilities change requiring different permission levels.
- Notifying IN-BCCP staff when problems occur within the hosting environment that impact proposed system's operations and taking appropriate actions to minimize system downtime;
- Incorporating adequate safeguards within the hosting environment to insure that confidential data is thoroughly protected from unauthorized access and use;
- Providing for a Disaster Recovery Plan that minimizes system downtime to no more than 24 continuous hours of total service disruption in the event of a disaster at the hosting facility;
- Scheduling routine maintenance activities, such as end of day processing, data backup services, etc., that may be required to properly maintain the hosting environment and data during non-staff use times.

#### D.5.4 Help Desk Support

The Respondent will be responsible for providing Help Desk support to IN-BCCP users. Users will contact the Help Desk for all application questions or problems, and data questions or problems. The costs associated with providing this support shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Providing a telephone number for users to report problems related to the proposed system. The Help Desk will not be responsible for providing support to non-CancerTrac or appropriate solution applications, such as Microsoft Word and Excel; however, the Help Desk will be consulted about data questions regarding NBCCEDP policies or procedures.
- Providing Help Desk coverage from 8am to 5pm EST, Monday through Friday; NOTE: A number of providers operate evening hours. The IN-BCCP is interested in offering Help Desk hours accordingly. Bidders must be able to provide evening coverage at no additional charge;
- Providing Help Desk staff access to System Analyst and/or System Developer resources to provide technical assistance in resolving critical calls in a timely manner;
- Generating periodic reports of calls for analysis by appropriate Respondent and IN-BCCP staff to determine common problems that might indicate a software bug, the need for a software modification, or the need for additional user staff training, etc.

#### D.5.5 Data entry for billing

The Respondent must provide an individual with at least 2 years medical billing experience to review and determine which CPTs are appropriate to be entered into the billing component of the proposed system. The costs associated with providing these services shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Providing timely and accurate data entry of bills submitted by the IN-BCCP data entry manager;
- Performing quality assurance checks of the entered billing data;
- Running weekly billing remittance reports and mail them to billing coordinator;
- Providing expertise for medical billing and CPT codes related issues.

#### D.5.6 Consultation Services

The Respondent will be responsible for providing consultation services to the IN-BCCP regarding all matters pertaining to the tracking and surveillance software, to include the interpretation, analysis, and reporting of patient and billing data. The costs associated with providing these services shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Possess broad knowledge of software development, medical terminology and procedures, medical billing;
- Possess vast experience of the National Breast and Cervical Cancers Early Detection Program (NBCCEDP) Minimum Data Element (MDE) requirements;
- Recommend policy changes/updates regarding IN-BCCP software usage according to NBCCEDP requirements;
- Attend CDC conferences to maintain knowledge level about the data requirements of the NBCCEDP program;
- Project, in consultation with Epi Consultant and Health Planner, program size and expenses based on analysis of program data;
- Provide on-site consultation when necessary.

#### D.5.7 System Interfaces/Operations Support

The Respondent will be responsible for providing appropriate staff resources necessary to properly support the operations requirements of the proposed system, sub-systems and other required services. The costs associated with providing these services shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Executing manual system operations jobs;
- Generating and transmitting the periodic extract files as required;
- Completing daily system backups;

- Monitoring daily system performance and making necessary adjustments to maintain peak operating efficiency so IN-BCCP users are not adversely affected;
- Providing a weekly copy of the database in the form agreed to by the successful respondent and the ISDH to designated IN-BCCP staff;
- Providing a single point of contact between the Respondent and the IN-BCCP for all system related issues;
- Providing appropriate technical staff in a timely manner to fix system defects and/or to make IN-BCCP requested modifications to the system;
- Providing the appropriate IN-BCCP staff with immediate notification in the event of any significant situation that might adversely affect systems operations;
- Conducting periodic conference calls and meetings with appropriate IN-BCCP staff. At the discretion of the IN-BCCP, the Respondent will be responsible for a monthly conference call to provide the IN-BCCP with an update on systems operations and activities. At the discretion of the IN-BCCP, the Respondent will be responsible for attending a face-to-face meeting at the ISDH (Central) Office as needed.

#### D.5.8 System Security and Privacy Control (HIPAA)

The Respondent must provide appropriate security to meet applicable IN-BCCP, State and Federal requirements to protect the confidentiality of program data. The costs associated with providing these services shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Appropriate control over the physical facilities where contract related activities occur to protect data from unauthorized use and access;
- Appropriate control over the hosting software to protect data from unauthorized use and access;
- Provide a reliable audit system for Internet connections that scans, maps and reports security vulnerabilities.
- Appropriate virus control to protect data from unauthorized use, access, contamination or corruption.

#### D.5.9 Reconciliation and Reporting

The Respondent must provide appropriate reporting services to meet Federal requirements and IN-BCCP management needs. The costs associated with providing these services shall be included in the monthly fixed base fee. This includes, but is not limited to, the following:

- Generation of appropriate summary management and financial reports;
- Production of custom reports as requested by designated IN-BCCP staff.
- Run MDE edit program monthly to identify data errors or warnings.
- Generation of MDE file twice a year according to the dates previously established by CDC
- Generation of weekly billing remittance reports
- Generation of abnormal follow-up reports
- Generation of missing reports

#### D.5.10 Future System Modifications Process

From time to time, the IN-BCCP may request implementation of enhancements to improve the efficiency or effectiveness of the proposed system and sub-systems.

System modification requests (SMR) are initiated by the IN-BCCP and submitted in writing to the Respondent for review and cost estimation. The Respondent should provide a written design document, cost estimate, and estimated implementation schedule within 30 days of receipt of the SMR or request additional information as needed to complete the estimation process. SMRs should be subjected to a formalized definition and design process by the Respondent to ensure that the end result is consistent with IN-BCCP requirements. All SMRs will need to be processed using the following procedure:

- The completed SMR is reviewed and approved by the IN-BCCP Director and forwarded to the Respondent.
- The Respondent reviews the SMR, requests clarification of requirements as needed, and prepares a design document to include the following areas:
  - Restatement of original work request
  - Project definition
  - Objectives and benefits
  - Proposed project plan
  - Conceptual design (if needed)
  - System design
  - System impact overview (Risk Analysis)
  - A log of resolved issues
  - A log of outstanding issues
  - Project cost estimate to include a breakdown of the types of activities required, the number of hours required for each type of activity, and the hourly billing rate for each following type of activity:
    - Data conversion issues
    - Security
    - Infrastructure issues
    - User acceptance testing
    - Pilot testing
    - Implementation
- The Respondent submits the completed design document to the IN-BCCP Director for review within 30 days. The IN-BCCP may approve, request modifications, reject, or put on hold the design document. The IN-BCCP shall notify the Respondent of the status of the design document within 30 days receipt.
- The IN-BCCP and the Respondent will mutually agree upon an implementation schedule once the design document has been approved.
- Once completed, delivered and accepted by the IN-BCCP, the Respondent may submit an invoice during the normal monthly invoicing process.

All approved modifications will be performed on a negotiated fixed-price basis.

NOTE: Reference database changes are not considered to be a system modification and are not subject to the above process. Reference database changes are not a separate billable service, but should be included as part of the fixed monthly base fee described in Attachment E.