

10355  
SEP 11 2006



# EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. 10355
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A70-4-6771	2. Date prepared: 7/20/2006
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## 3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 4
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

## FISCAL INFORMATION

4. Account Number: 3610-13130.572900	5. Account Name: BREAST AND CERVICAL CAN
6. Total amount this action: \$30,970.00	7. New contract total: \$481,095.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:	
Year 2005 \$ 133,463.00	Year 2007 \$ 191,810.00
Year 2006 \$ 155,822.00	Year \$

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/30/2004	12. To (month, day, year): 6/29/2007
13. Method of source selection: <input checked="" type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) Special Procurement	

35. Will the attached document involve data processing or telecommunications systems(s)?

Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):

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

The Indiana Breast and Cervical Cancer Program is amending this grant to add a Data Entry Coordinator position. Line items in the budget have been adjusted accordingly.

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

Under 25 IAC 5-3-10, American Cancer Society Foundation, Great Lakes Division, Inc. can be certified as a MBE and/or WBE. This not-for-profit grantee was chosen because they are the only statewide cancer organization. They are able to meet grant deliverables for 10% administration fees.

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 # 0000076966	
24. Name: AMERICAN CANCER SOCIETY	25. Telephone #: 517-664-1306
26. Address: GREAT LAKES DIVISION 1755 ABBEY RD EAST LANSING, MI 48823	
27. E-mail address: mohiggins@cancer.org	

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

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: %

31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: %

33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Amendment No. 4**  
**EDS Number A70-4-6771**

This is an Amendment to the existing Breast & Cervical Cancer Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **American Cancer Society Foundation, Great Lakes Division, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2007, in the amount of \$450,125.

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

The amount of the Grant Agreement is being increased by \$30,970, making the new total of the Grant Agreement \$481,095. The additional funds will be used to add a Data Entry Coordinator position. See Exhibit 3A, which replaces Exhibit 3 attached to Amendment #3, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

**Funding Summary**

3610-131300	6/30/04 – 6/29/05	\$133,463
3610-131300	6/30/05 – 6/29/06	\$155,822
3610-131300	6/30/06 – 6/29/07	<u>\$191,810</u>
Total		\$481,095

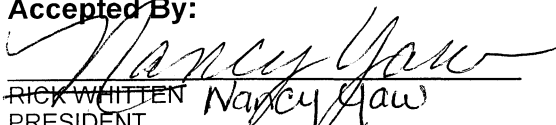
All other matters previously agreed to and set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.

**Non-Collusion and Acceptance**

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

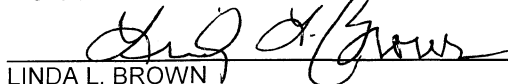
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Amendment. The parties having read and understanding the foregoing terms of the Grant Agreement Amendment do by their respective signatures dated below agree to the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

**Accepted By:**

  
RICK WHITTEN  
PRESIDENT  
AMERICAN CANCER SOCIETY  
FOUNDATION, GREAT LAKES DIVISION, INC.

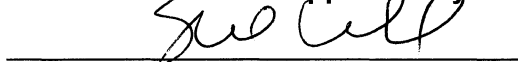
DATE: 8/29/06

**Certification of Funds:**

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

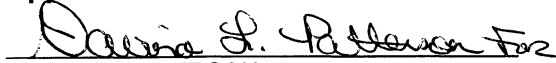
DATE: 9/11/06

**Recommended and Approved By:**

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

DATE: 9 8 06

**Approved:**

  
CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

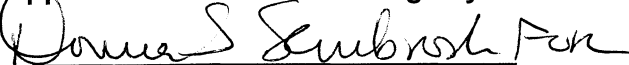
DATE: 9/12/06

**Approved;**

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 9/14/2006

**Approved as to Form and Legality:**

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 10-17-06

**EXHIBIT 3-A**  
**American Cancer Society Foundation, Great Lakes Division, Inc.**

**1. PURPOSE OF THE GRANT AGREEMENT:**

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

- A. Provide regional coordination and outreach services for the counties of Lake, Porter, Jasper, LaPorte, and Newton.
- B. Conduct billing and clinical training programs for BCCP providers and other partner agencies as determined by the BCCP.
- C. Assist in providing quality assurance services in conjunction with case management.
- D. Provide data coordination functions for the BCCP in the form of a Data Coordinator position.
- E. Provide data entry coordination functions for the BCCP in the form of a Data Entry Coordinator position.
- F. Provide administrative support functions for the BCCP in the form of an Administrative Assistant position.

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana

**3. GRANT ACTIVITIES:**

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ a Regional Coordinator.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$38,189
The Regional Coordinator will manage all BCCP activities in the Northwestern Region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will supervise the Outreach Specialist, including developing and providing a job description and performance expectations.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will ensure at least 1,155 women are screened during the fiscal year.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will implement assigned Work Plan activities, and meet assigned Work Plan objectives.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
The Regional Coordinator will submit 90% of packets within 60 days from the date of service, via Federal Express.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit enrollment forms with a 0% error rate.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ an Outreach Specialist.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$10,400
The Outreach Specialist will assist the Regional Coordinator as defined in the job description and performance expectations.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ a Data Coordinator, housed at the ISDH Central Office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$36,000
The Data Coordinator will implement assigned Work Plan activities, and meet assigned Work Plan objectives.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Coordinator will provide information necessary for required reports and projects.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Coordinator will work with MaxTrac staff to ensure CancerTrac meets BCCP requirements and expectations.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ a Data Entry Coordinator, housed at the ISDH Central Office, for 30 hours per week.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$21,996
The Data Entry Coordinator will research and collect information on IN-BCCP-enrolled women.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Entry Coordinator will train data entry and field staff.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Entry Coordinator will perform data entry quality assurance.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Entry Coordinator will review IN-BCCP applications and bills for accuracy and eligibility.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
The Data Entry Coordinator will ensure data completeness for the Minimum Data Elements (MDEs).	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Entry Coordinator will assist with processing claims vouchers and investigate complaints as needed.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ an Administrative Assistant, housed at the ISDH Central Office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$24,800
The Administrative Assistant will perform general clerical duties.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will order and maintain inventories of supplies and educational materials.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will support and coordinate meetings and conference calls.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

Salaries	\$131,385
Fringe Benefits (28%)	36,788
Travel	3,000
Data Managers Meeting	1,100
Supplies	500
Printing/Copying	500
Postage/Shipping	500
Phones/FAX	100
Outreach Activities	500
Sub-Total	174,373
Management Fee (10%)	17,437
<b>GRAND TOTAL</b>	<b>\$191,810</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 Grantee is responsible for the cost of all repairs, maintenance, and/or replacement of equipment purchased with grant funds while the Grantee has care, custody and control over this equipment, and will not be reimbursed with grant funds for such expenses.

**5. TRAVEL:**

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

All out of state travel using grant 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 Grantee 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 Grant Agreement.

MAR 30 2006

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. 10040
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

3947 - 3/1/200

1. EDS Number <b>A70-4-6771</b>	2. Date prepared: March 1, 2006
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**3. CONTRACTS & LEASES**

Professional/Personal Services	Contract for Procured Services
<input checked="" type="checkbox"/> Grant	Maintenance
Lease	License Agreement
Attorney	<input checked="" type="checkbox"/> Amendment # 3
MOU	Renewal #
QPA	Other (specify)

**FISCAL INFORMATION**

4. Account Number: 3610-131300	5. Account Name: Breast & Cervical Cancer
6. Total amount this action: \$160,840.00	7. New contract total: \$450,125.00
8. Revenue generated this action:	9. Revenue generated total contract:
10. New total amount for each fiscal year:	
Year 2005 \$ 133,463.00	Year 2007 \$ 160,840.00
Year 2006 \$ 155,822.00	Year _____ \$ _____

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): June 30, 2004	12. To (month, day, year): June 29, 2007
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP #	<input type="checkbox"/> Emergency
<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Special Procurement

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

36. Statutory Authority (Cite applicable Indiana or Federal Codes):

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
The Indiana Breast and Cervical Cancer Program is amending this grant to extend it another year. Line items in the budget have been adjusted accordingly.38. Justification of vendor selection and determination of price reasonableness:  
Under 25 IAC 5-3-10, American Cancer Society Foundation, Great Lakes Division, Inc. can be certified as a MBE and/or WBE. This vendor was chosen because they are the only statewide cancer organization. They are able to meet grant deliverables for 10% administration fees.

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

**Received****MAR 31 2006****IDOA Contracts****SIGNATURES**

40. Agency fiscal officer or representative approval Linda L. Brown	41. Date Approved See signature page of contract	42. Budget agency approval <i>AEW</i>	43. Date Approved 4/4/06
44. Attorney General's Office approval <i>DUB</i>	45. Date Approved 3/10/06	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION	
14. Name of agency: ISDH/Chronio/BCCP	15. Requisition Number:
16. Address: 2 North Meridian Street, Section 6B 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. Taxpayer Identification Number: 38-3209120 ✓ <i>cg</i>	
24. Name: American Cancer Society Foundation, Great Lakes Division, Inc.	25. Telephone #: (517) 664-1306
26. Address: 1755 Abbey Road East Lansing, MI 48823	
27. E-mail address: mohiggins@cancer.org	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: 75 %
31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input type="checkbox"/> No	Women: 0 %
33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



3/18/06  
5/15/06

### **Amendment No. 3**

This is an Amendment to the existing Breast & Cervical Cancer Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **American Cancer Society Foundation, Great Lakes Division, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2006, in the amount of \$289,285.

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

The amount of the Grant Agreement is being increased by \$160,840 making the new total of the Grant Agreement \$450,125. The additional funds will be used to continue to reduce disparities through screening and outreach testing for breast and cervical cancer for an additional year. See Exhibit 3, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement. The expiration date of this Grant Agreement is being extended to June 29, 2007.

The following paragraphs have been added to the Grant Agreement:

#### **Compliance with Telephone Solicitations Act.**

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

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

Paragraph 28C **Notice to Parties** is amended to read:

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

Paragraph 30b **Payment of Grant Funds By The State** is amended to add the following sentence:

Payments shall not exceed \$133,463 for the period June 30, 2004 through June 29, 2005; \$155,822 for the period June 30, 2005 through June 29, 2006; and \$160,840 for the period June 30, 2006 through June 29, 2007. Total remuneration under this Grant Agreement shall not exceed \$450,125.

Paragraph 30d is amended to read:

All accounts will be closed sixty (60) days after the end of each Grant Agreement period as specified in Paragraph 30 b. Any claims submitted after sixty (60) days will not be reimbursed by the State.

Paragraph 37 **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 Grantee may have access to confidential identifiable medical information known as Protected Health Information (PHI).
2. The Grantee agrees that in connection with its services performed on behalf of the State, the Grantee 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 Grantee shall not use Protected Health Information (PHI) other than as permitted or required under this Agreement. The Grantee, its agents or subGrantees, 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 Grantee may use PHI as it relates to (1) the proper management and administration of the Grantee or to carry out legal responsibilities of the Grantee, or (2) data aggregation services relating to health care operations of the State.

2. **Disclosure of Protected Health Information (PHI).** The Grantee shall not further disclose PHI other than as permitted or required under this Agreement. The Grantee, its agents or subGrantees 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 Grantee may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent the Grantee discloses PHI to a third party, the Grantee 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 Grantee 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 Grantee 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. *Grantee shall document and keep these security measures current.*
4. **Reporting of Disclosures of Protected Health Information.** The Grantee shall, within **fifteen (15)** days of becoming aware of a disclosure of PHI in violation of this Agreement by the Grantee or its agents or by a third party to which the Grantee disclosed PHI pursuant to Section 2 of this Addendum, report any such disclosure to the State.
5. **Reporting of Security Incident**  
Grantee 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 Grantee shall enter into a written agreement with Grantee's agent or subGrantee that will have access to PHI that is received from, or created or received by the Grantee on behalf of the State pursuant to which such agent or subGrantee agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Agreement with respect to such PHI. *Any written agreement with Grantee's agent or subGrantee must ensure that the agent or subGrantee 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 Grantee shall make available to the State such PHI. In the event any individual requests access to PHI directly from the Grantee, the Grantee 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 Grantee shall provide such information to the Grantee 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 Grantee 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 Grantee shall make available to the State such information as is in the Grantee's possession and is required for the State to make the accounting required by 45 CFR 164.528. At a minimum, the Grantee 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 Grantee, the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee shall return or destroy, with approval of the State, all PHI received from, or created or received by the Grantee on behalf of, the State that the Grantee 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 Grantee conducts in whole or in part Standard Transactions, as defined in 45 CFR § 162.103, for or on behalf of the State, the Grantee will comply, and will require any subGrantee 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 Grantee 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 Grantee 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 AMENDMENT**

**"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.*

The following sentence is added to Paragraph 42 **Termination for Convenience**

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

#### **Funding Summary**

3610-131300	6/30/2004	6/29/2005	\$133,463
3610-131300	6/30/2005	6/29/2006	\$155,822
3610-131300	6/30/2006	6/29/2007	<u>\$160,840</u>
Total			\$450,125

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

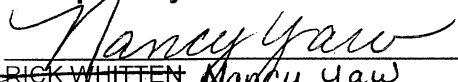
#### **Non-Collusion and Acceptance**

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

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

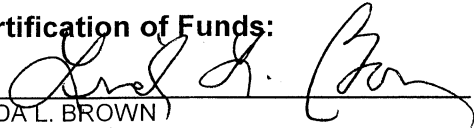
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Amendment. The parties having read and understanding the foregoing terms of the Grant Agreement Amendment do by their respective signatures dated below agree to the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

**Accepted By:**

  
~~RICK WHITTEN~~ Nancy Yaw  
PRESIDENT  
AMERICAN CANCER SOCIETY  
FOUNDATION, GREAT LAKES DIVISION, INC.


DATE: 3-17-06

**Certification of Funds:**

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

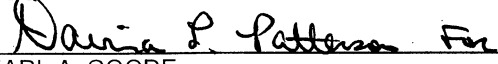
DATE: 3/29/06

**Recommended and Approved By:**

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

DATE: 3 27 06

**Approved:**

  
EARL A. GOODE  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

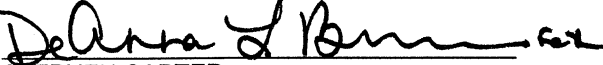
DATE: 3/2/06

**Approved:**

  
CHARLES E. SCHALLIOL  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: 4/4/2006

**Approved as to Form and Legality:**

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 3/10/06

**EXHIBIT 3**  
**American Cancer Society Foundation, Great Lakes Division, Inc.**

**1. PURPOSE OF THE GRANT AGREEMENT:**

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

- A. Provide regional coordination and outreach services for the counties of Lake, Porter, Jasper, LaPorte, and Newton.
- B. Conduct billing and clinical training programs for BCCP providers and other partner agencies as determined by the BCCP.
- C. Assist in providing quality assurance services in conjunction with case management.
- D. Provide data coordination functions for the BCCP in the form of a Data Coordinator position.
- E. Provide administrative support functions for the BCCP in the form of an Administrative Assistant position.

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana

**3. GRANT ACTIVITIES:**

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ a Regional Coordinator.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$38,189
The Regional Coordinator will manage all BCCP activities in the Northwestern Region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will supervise the Outreach Specialist, including developing and providing a job description and performance expectations.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will ensure at least 1,155 women are screened during the fiscal year.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will implement assigned Work Plan activities, and meet assigned Work Plan objectives.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit 90% of packets within 60 days from the date of service, via Federal Express.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	



REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
The Regional Coordinator will submit enrollment forms with a 0% error rate.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ an Outreach Specialist.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$10,400
The Outreach Specialist will assist the Regional Coordinator as defined in the job description and performance expectations.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ a Data Coordinator, housed at the ISDH Central Office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$36,000
The Data Coordinator will implement assigned Work Plan activities, and meet assigned Work Plan objectives.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Coordinator will provide information necessary for required reports and projects.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Data Coordinator will work with MaxTrac staff to ensure CancerTrac meets BCCP requirements and expectations.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ an Administrative Assistant, housed at the ISDH Central Office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$24,800
The Administrative Assistant will perform general clerical duties.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will order and maintain inventories of supplies and educational materials.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will support and coordinate meetings and conference calls.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

Salaries	\$109,389
Fringe Benefits (28%)	30,629
Travel	3,000
Data Managers Meeting	1,100
Supplies	500
Printing/Copying	500
Postage/Shipping	500
Phones/FAX	100
Outreach Activities	500
Sub-Total	146,218
Management Fee (10%)	14,622
<b>GRAND TOTAL</b>	<b>\$160,840</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 Grantee is responsible for the cost of all repairs, maintenance, and/or replacement of equipment purchased with grant funds while the Grantee has care, custody and control over this equipment, and will not be reimbursed with grant funds for such expenses.

**5. TRAVEL:**

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

All out of state travel using grant 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 Grantee 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 Grant Agreement.

APR 27 2005

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

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

2893 - 3/4/200

**AGENCY INFORMATION**

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

**AGENCY CONTACT INFORMATION**

17. Name: Wayne Fischer	18. Telephone #: (317) 233-7901
19. E-mail address: wfischer@isdh.state.in.us	

**COURIER INFORMATION**

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

**VENDOR INFORMATION**

23. Taxpayer Identification Number: 38-3209120	
24. Name: American Cancer Society Foundation, Great Lakes Division, Inc.	25. Telephone #: (517) 664-1306
26. Address: 1755 Abbey Road East Lansing, MI 48823	

RECEIVED  
MAY 04 2005  
OAG CONTRACTS

27. E-mail address: maureen.ohiggins@oag.state.in.us	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	30. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> 75 %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input type="checkbox"/> No Women: <input type="checkbox"/> Yes <input type="checkbox"/> No	32. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. EDS Number A70-4-6771	2. Date prepared: March 4, 2005
-----------------------------	------------------------------------

**3. CONTRACTS & LEASES**

Professional/Personal Services	Contract for Procured Services
<input checked="" type="checkbox"/> Grant	Maintenance
Lease	License Agreement
Attorney	<input checked="" type="checkbox"/> Amendment # 2
MOU	Renewal #
QPA	Other (specify)

**FISCAL INFORMATION**

4. Account Number: 3610-131300	5. Account Name: Breast & Cervical Cancer
6. Total amount this action: \$155,822.00	7. New contract total: \$289,285.00
8. Revenue generated this action:	9. Revenue generated total contract:
10. New total amount for each fiscal year: Year 2005 \$ 133,463.00 Year <input type="checkbox"/> \$ <input type="checkbox"/> Year 2006 \$ 155,822.00 Year <input type="checkbox"/> \$ <input type="checkbox"/>	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): June 30, 2004	12. To (month, day, year): June 29, 2006
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP # <input type="checkbox"/> Other (specify)	

35. Will the attached document involve data processing or telecommunications system(s)? <input type="checkbox"/> Yes: ITOC or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes):	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The Indiana Breast and Cervical Cancer Program is amending this grant to extend it another year. Line items in the budget have been adjusted accordingly.	
38. Justification of vendor selection and determination of price reasonableness: Under 25 IAC 5-3-10, American Cancer Society Foundation, Great Lakes Division, Inc. can be certified as a MBE and/or WBE. This not-for profit grantee was chosen because they are the only statewide cancer organization. They are able to meet grant deliverables for 10% administration fees.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)	

**SIGNATURES**

40. Agency fiscal officer or representative approval Linda L. Brown	41. Date Approved See signature page of contract	42. Budget agency approval <i>lm</i>	43. Date Approved 5/4/05
44. Attorney General's Office approval <i>EAB</i>	45. Date Approved 6-3-05	46. Agency representative receiving from AG <i>APR 28 ENT'D</i>	47. Date Approved <i>5/6</i>

② 2-23-05  
6-27-05

### Amendment No. 2

This is an Amendment to the existing Breast & Cervical Cancer Grant Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **American Cancer Society Foundation, Great Lakes Division, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2005, in the amount of \$133,463.

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

The amount of the Grant Agreement is being increased by \$155,822 making the new total of the Grant Agreement \$289,285. The additional funds will be used to continue to reduce disparities through screening and outreach testing for breast and cervical cancer. See Exhibit 2, attached hereto, and made a part hereof and incorporated herein by reference as part of the grant agreement.

The term of the Grant Agreement has been extended for an additional year, making the new expiration date June 29, 2006.

The following paragraph has been added to the Grant Agreement:

#### Ethics

The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

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

#### **Funding Summary**

3610-131300	6/30/04 – 6/29/05	\$ 133,463
3610-131300	6/30/05 – 6/29/06	<u>\$ 155,822</u>
Total		\$ 289,285

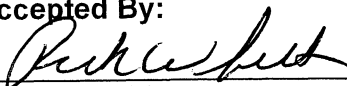
### **Non-Collusion and Acceptance**

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 Grant Agreement Amendment other than that which appears upon the face of the Grant Agreement Amendment.

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

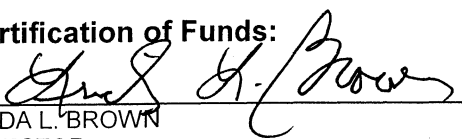
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Amendment. The parties having read and understanding the foregoing terms of the Grant Agreement Amendment do by their respective signatures dated below agree to the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

**Accepted By:**

  
\_\_\_\_\_  
RICK WHITTEN  
PRESIDENT  
AMERICAN CANCER SOCIETY  
FOUNDATION, GREAT LAKES DIVISION, INC.

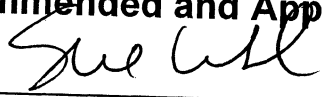
DATE: 7/19/05

**Certification of Funds:**

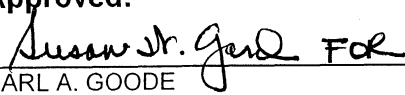
  
\_\_\_\_\_  
LINDA L. BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 4/27/05

**Recommended and Approved By:**

  
\_\_\_\_\_  
SUE UHL  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH  
DATE: 4-25-05

**Approved:**

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

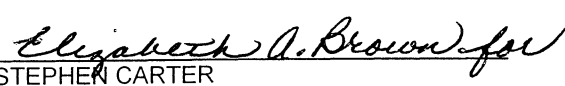
DATE: MAY 2, 2005

**Approved:**

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

DATE: May 2, 2005

**Approved as to Form and Legality:**

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

DATE: 6-3-05

For Period June 30, 2005 through June 29, 2006

**EXHIBIT 2**

**American Cancer Society Foundation, Great Lakes Division, Inc.**

**1. PURPOSE OF THE GRANT AGREEMENT:**

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

- A. Provide regional coordination, outreach and data entry services for the Counties of Lake, Porter, Jasper, LaPorte, and Newton.
- B. Provide data management, training, and evaluation services for the BCCP in the form of a Health Planner position.
- C. Conduct billing and clinical training programs for Breast and Cervical Cancer Program providers, and other partner agencies as determined by the ISDH Breast and Cervical Cancer Program.
- D. Assist in providing quality assurance services in conjunction with case management, professional education, and tracking and follow-up activities.
- E. Provide office management and support functions for the BCCP in the form of a half-time Administrative Assistant position.

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana

**3. GRANT ACTIVITIES:**

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ one full-time Regional Coordinator, housed at the Lake County American Cancer Society office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$37,440
The Regional Coordinator will manage all BCCP activities in the Northwestern Region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will supervise the Outreach Worker, including developing and providing a job description.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will meet the screening goal for the Region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will meet assigned Work Plan objectives.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
The Regional Coordinator will implement assigned Work Plan activities.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit 80% of packets within 60 days from the date of service, via Federal Express.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit enrollment forms with a 0% error rate.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will develop and maintain close working relationships with providers.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will provide information necessary for CDC- and BCCP-required reports, applications, and projects.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will comply with and enforce BCCP policies and procedures.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will obtain BCCP approval for materials used in trainings and outreach activities.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will participate in BCCP meetings and conference calls.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ one part-time Outreach Worker, housed at the Lake County American Cancer Society office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$10,400
The Outreach Worker will assist the Regional Coordinator as defined in the job description.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will identify, recruit, and enroll women into BCCP.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ one full-time Health Planner, housed at the ISDH office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$33,280
The Health Planner will meet assigned Work Plan objectives.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	



<b>REQUIRED ACTIVITIES</b>	<b>MEASURABLE CRITERIA</b>	<b>ANNUAL SALARY</b>
The Health Planner will implement assigned Work Plan activities.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Health Planner will provide information necessary for CDC- and BCCP-required reports, applications, and projects.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Health Planner will participate in BCCP meetings and conference calls.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ one full-time Administrative Assistant, housed at the ISDH office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$22,400
The Administrative Assistant will compose and proofread letters, memos, meeting minutes, reports, forms, and other documents.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will perform general clerical duties.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will order and maintain inventory of supplies and other necessary equipment.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will develop spreadsheets, create presentations, and manage databases.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will support, coordinate, and participate in meetings and conference calls.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Administrative Assistant will serve as a liaison between programs and partners.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

Salaries	\$103,520
Fringe Benefits (28%)	28,986
Travel	3,000
Supplies	500
Printing	4,000
Postage/Shipping	1,100
Telephones	300
Outreach Activities	250
Total	141,656
Management Fee (10%)	14,166
<b>GRAND TOTAL</b>	<b>\$155,822</b>

Any deviation in program expenditures must be requested in writing to the Breast and Cervical Cancer Program, and approval contracted by the Breast and Cervical Cancer Program, prior to funds being moved or expended.

**4. EQUIPMENT:**

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

**5. OUT OF STATE TRAVEL:**

All out of state travel using grant 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. CLAIM VOUCHERS:**

All claim vouchers must be accompanied by written documentation of actual expenditures for all claimed items.

The Grantee 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 Claim Vouchers 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 attached hereto as Attachment 5 and hereby incorporated into this Grant Agreement.

NOV 23 2004

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R7 / 10-03)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. **8596**
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary. **1114**

1. EDS #: A70-4-6771

2. Date prepared: 09/10/04 **SG****3. CONTRACTS & LEASES**

☐ Professional/Personal Services  
☒ Grant  
☐ Lease  
☐ Attorney  
☐ MOU

☐ Contract for Procured Services  
☐ Maintenance  
☐ License Agreement  
☒ Amendment # 1  
☐ Renewal #  
☐ Other

**FISCAL INFORMATION**

4. Account Number: 3610-131300

5. Account Name: Breast & Cervical Cancer

6. Total amount this action: -\$283

7. New contract total: \$133.463

8. Revenue generated this action:

9. Revenue generated total contract:

10. New total amount for each fiscal year:

Year 2005 \$133,463 Year \$

Year \$ Year \$

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): June 30, 2004

12. To (month, day, year): June 29, 2005

13. Method of source selection: ☒ Negotiated

☐ Bid/Quotation ☐ Emergency ☐ Special Procurement  
☐ RFP # ☐ Other (specify)

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

36. Statutory Authority (Cite applicable Indiana or Federal Codes):

37. Description of work & justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The Indiana Breast & Cervical Cancer Program is amending this grant to increase the salary of the Regional Coordinator, to reduce the salary of the Health Planner, to reduce the hours and salary of the Outreach Worker, to include funds for a half-time Administrative Assistant position, and to include additional funds for Travel.

38. Justification of vendor selection and determination of price reasonableness: Under 25 IAC 5-3-10, American Cancer Society Foundation, Great Lakes Division, Inc. can be certified as a MBE and/or WBE. This not-for-profit grantee was chosen because they are the only statewide cancer organization. They are able to meet grant deliverables for 10% administration fees.

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

**SIGNATURES**

40. Agency fiscal officer or representative approval - Linda L. Brown

41. See signature page of contract

42. Budget agency approval

43. Date 11/29/04

44. Attorney General's Office approval **2009**

45. Date 12/13/04 Approved

46. Agency representative receiving from AG

47. Date 11/29/04

**AGENCY INFORMATION**

14. Name of agency: ISDH/Chronic Disease/BCCP

15. Requisition Number:

16. Address: 2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204-3006

**AGENCY CONTACT INFORMATION**

17. Name: Wayne Fischer

18. Telephone #: 233-7901

19. E-mail address: wfischer@isdh.state.in.us

**COURIER INFORMATION**

20. Name: Steve Martin

21. Telephone #: 233-7573

22. E-mail address: smartin@isdh.state.in.us

**VENDOR INFORMATION**23. Taxpayer Identification Number: 38-3209120 **cg**

24. Name: American Cancer Society Foundation.. Great Lakes Division, Inc.

25. Telephone #: 517-664-1306

26. Address: 1755 Abbey Road  
East Lansing, MI 48823

27. E-mail address: maureen.ohiggins@cancer.org

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

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

30. If yes, list the %:  
Minority: %  
Women: 75 %

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

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

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

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

RECEIVED

NOV 30 2004

OAG CONTRACTS

Received

NOV 24 2004

### **Amendment No. 1**

This is an Amendment to the existing Breast & Cervical Cancer Grant Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **American Cancer Society Foundation, Great Lakes Division, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2005, in the amount of \$133,746.

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

The amount of the Grant Agreement is being decreased by \$283, making the new total of the Grant Agreement \$133,463. The amended change in funding will be used to increase the salary of the Regional Coordinator, to reduce the salary of the Health Planner, to reduce the hours and salary of the Outreach Worker, to include funds for a half-time Administrative Assistant position, and to include additional funds for travel. Exhibit 1, in the original Grant Agreement is being replaced with Exhibit 1-A, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

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

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

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

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

**Accepted By:**

*Rick Whitten*  
RICK WHITTEN  
PRESIDENT  
AMERICAN CANCER SOCIETY  
FOUNDATION, GREAT LAKES DIVISION, INC.

DATE: 10/18/04

**Certification of Funds:**

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

DATE: 11/22/04

**Recommended and Approved By:**

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

DATE: 11-17-04

**Approved:**

*G. Douglas Seidman for*  
CHARLES R. MARTINDALE  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 11/24/04

**Approved:**

*Marilyn F. Schultz*  
MARILYN F. SCHULTZ  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: November 29, 2004

**Approved as to Form and Legality:**

*Stephen Carter* FOR  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 12-13-04

**EXHIBIT 1-A**  
**American Cancer Society Foundation, Great Lakes Division, Inc.**

**1. PURPOSE OF THE GRANT AGREEMENT:**

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

- A. Provide regional coordination, outreach and data entry services for the Counties of Lake, Porter, Jasper, LaPorte, and Newton.
- B. Provide data management, training, and evaluation services for the BCCP in the form of a Health Planner position.
- C. Conduct billing and clinical training programs for Breast and Cervical Cancer Program providers, and other partner agencies as determined by the ISDH Breast and Cervical Cancer Program.
- D. Assist in providing quality assurance services in conjunction with case management, professional education, and tracking and follow-up activities.
- E. Provide office management and support functions for the BCCP in the form of a half-time Administrative Assistant position.

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana

**3. GRANT ACTIVITIES:**

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ and maintain a minimum staff level of one (1) full-time Regional Coordinator.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$37,440 (Annual Salary)
The Regional Coordinator or designee will operate the local BCCP office and will serve as BCCP local liaison to medical providers, assist in form review, and all paperwork submissions to ISDH central office. Eighty percent (80%) of packets will be sent to ISDH no later than 60 days from the date services were provided. Enrollment forms will have a zero error rate. These operations will be housed at the Lake County American Cancer Society office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit the following documents: correct BCCP forms, bills, and reports on a weekly basis to the central ISDH/BCCP office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit all missing reports and follow-up materials distributed by the	Services to be provided in accordance with the	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
BCCP Case Manager and Tracking and Follow-up Coordinator within 5 working days of request. All missing reports are due September 15, 2004 and March 15, 2005.	Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator shall attend four (4) Coordinator/Outreach meetings. Regional Coordinator will submit monthly regional coordinator activity report to executive director and program director.  Provider training tools/materials must have the approval of ISDH/BCCP staff.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator is responsible for the supervision of the outreach worker.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will be available on an as-needed basis to BCCP medical providers and patients in other geographic locations within the State of Indiana.  Regional Coordinator knows and will enforce BCCP Operational Policy within their region. Regional Coordinator will address policy issues with central BCCP staff.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ and maintain a minimum staff level of one (1) Health Planner.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$33,280 (Annual Salary)
The Health Planner will train BCCP personnel in database management for report generation. The Health Planner will be housed at the ISDH office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Health Planner will analyze data for program needs and develop evaluation measures as necessary.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Health Planner will assist all staff in research of the TFU data system for missing patient information.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Health Planner will research and coordinate with Regional Coordinator Liaison, Billing	Services to be provided in accordance with the	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Coordinator and BCCP Director, missing or incongruent patient information.	Breast and Cervical Cancer Program Grant Guidelines.	
Employ and maintain a half-time (20 hours per week) Outreach Worker @ \$10 per hour.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$10,400 (Annual Salary)
The Outreach Worker or designee will assist the Regional Coordinator in the submission of the following documents: correct BCCP forms, bills, and reports on a weekly basis to the central ISDH/BCCP office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will submit a monthly outreach report describing activities. The Public Education Coordinator will review the report for satisfactory completion. A quarterly feedback sheet based on the monthly reports will be given to the Outreach Worker each quarter of the calendar year.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will have a minimum of three (3) outreach/screening events scheduled each month. Completion of an event planning guide will be required for large scale outreach activities.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker shall attend four (4) Regional Coordinator/Outreach Worker meetings.  The Outreach Worker will be available on an as-needed basis to BCCP medical providers and patients in other geographic locations within the State of Indiana.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will maintain database for all patient bills, forms, and reports.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
Employ and maintain a part-time (20 hours per week) Administrative Assistant.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$9,333 (Salary from September 1, 2004 to June 29, 2005)



REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
<p>The Administrative Assistant will:</p> <ul style="list-style-type: none"> <li>▪ Compose letters, memos, meeting minutes, reports, and forms;</li> <li>▪ Proofread letters, reports, and other documents;</li> <li>▪ Order and maintain inventory of supplies and other necessary equipment;</li> <li>▪ Compose correspondence, develop spreadsheets, and create presentations;</li> <li>▪ Manage all aspects of an database;</li> <li>▪ Support and coordinate meetings;</li> <li>▪ Manage grant-related expenditures;</li> <li>▪ Serve as a liaison between programs and partners.</li> </ul>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	

<b>Salaries</b>				<b>\$90,453</b>
<b>Fringe Benefits (28%)</b>				<b>\$25,327</b>
<b>Travel</b>				<b>\$3,900</b>
<b>Supplies</b>				<b>\$500</b>
<b>Postage</b>				<b>\$300</b>
<b>Printing</b>				<b>\$300</b>
<b>Communications</b>				<b>\$300</b>
<b>Outreach Activities</b>				<b>\$250</b>
<b>Total</b>				<b>\$121,330</b>
<b>Management Fee (10%)</b>				<b>\$12,133</b>
<b>GRAND TOTAL</b>				<b>\$133,463</b>

Any deviation in program expenditures must be requested in writing to the Breast and Cervical Cancer Program, and approval contracted by the Breast and Cervical Cancer Program, prior to funds being moved or expended.

**3. EQUIPMENT:**

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

**4. OUT OF STATE TRAVEL:**

All out of state travel using grant 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.

**5. CLAIM VOUCHERS:**

All claim vouchers must be accompanied by written documentation of actual expenditures for all claimed items.

The Grantee 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 Claim Vouchers 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 attached hereto as Attachment 5 and hereby incorporated into this Grant Agreement.

JUL 29 2004

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R7 / 10-03)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. 7354
4. For amendments / renewals, attach original contract. 9/24
5. Attach additional pages if necessary.

1. EDS #: A70-4-2771 2. Date prepared: 5/28/04

**3. CONTRACTS & LEASES**

☐ Professional/Personal Services  
☒ Grant  
☐ Lease  
☐ Attorney  
☐ MOU

☐ Contract for Procured Services  
☐ Maintenance  
☐ License Agreement  
☐ Amendment # \_\_\_\_\_  
☐ Renewal # \_\_\_\_\_  
☐ Other \_\_\_\_\_

**FISCAL INFORMATION**

4. Account Number: 3610-131300

5. Account Name: Breast & Cervical Cancer

6. Total amount this action: \$133,746

7. New contract total: \$133,746

8. Revenue generated this action:

9. Revenue generated total contract:

10. New total amount for each fiscal year:

Year 2005 \$ 133,746 Year \$

Year \$ Year \$

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): June 30, 2004

12. To (month, day, year): June 29, 2005

13. Method of source selection: ☒ Negotiated

☐ Bid/Quotation ☐ Emergency ☐ Special Procurement  
☐ RFP # \_\_\_\_\_ ☐ Other (specify) \_\_\_\_\_

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

36. Statutory Authority (Cite applicable Indiana or Federal Codes):

37. Description of work & justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Centers for Disease Control & Prevention (CDC) has awarded Indiana Breast & Cervical Cancer (BCCP) funds to reduce disparities through screening and outreach for breast and cervical cancer. American Cancer Society Great Lakes Division, Inc. is a grantee of ISDH. See Exhibit 1 for a complete description of services.

38. Justification of vendor selection and determination of price reasonableness: Under 25 IAC 5-3-10, American Cancer Society Foundation, Great Lakes Division, Inc. can be certified as a MBE and/or WBE. This not-for-profit grantee was chosen because they are the only statewide cancer organization. They are able to meet grant deliverables for 10% administration fees.

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

**SIGNATURES**

40. Agency fiscal officer or representative approval – Linda L. Brown

41. See signature page of contract

42. Budget agency approval

43. Date Approved

44. Attorney General's Office approval

45. Date Approved 8-18-04

46. Agency representative receipt from AG

47. Date Approved

**AGENCY INFORMATION**

14. Name of agency: ISDH/Chronic Disease/BCCP

15. Requisition Number:

16. Address: 2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204-3006

**AGENCY CONTACT INFORMATION**

17. Name: Sue Percifield

18. Telephone #: 233-7816

19. E-mail address: spercifi@isdh.state.in.us

**COURIER INFORMATION**

20. Name: Steve Martin

21. Telephone #: 233-7573

22. E-mail address: smartin@isdh.state.in.us

**VENDOR INFORMATION**

23. Taxpayer Identification Number: 38-3209120

24. Name: American Cancer Society Foundation., Great Lakes Division, Inc.

25. Telephone #: 317-664-1306

26. Address: 1755 Abbey Road  
East Lansing, MI 48823

AUG 10 2004

27. E-mail address: maureen.ohiggins@cancer.org

PAGE CONTRACTS

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

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

30. If yes, list the %:  
Minority: \_\_\_\_\_ %  
Women: 75 %

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

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

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

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

Received

AUG 03 2004

## GRANT AGREEMENT

3610-572900-131300  
BCC 624-1

*opt*

THIS GRANT AGREEMENT is made and entered into by and between the **STATE of INDIANA**, acting by and through the **Indiana State Department of Health** (the "State") and **American Cancer Society Foundation, Great Lakes Division, Inc.** (the "Grantee").

### **1. Purpose Of Grant Agreement**

The purpose of this Grant Agreement is to enable the State to make a grant from the State of Indiana's Breast & Cervical Cancer Fund of up to \$133,746 to the Grantee named above, for costs authorized by the State to complete the project described in Paragraph 3. **The State may authorize an amount up to 10% greater than the above amount should it be deemed necessary by the State to accomplish the purpose of this Grant Agreement. Also the State may finally authorize an amount not less than 90% of the above amount should it be determined by the State that the maximum amount of this Grant Agreement is not necessary for the completion of the project described in Paragraph 3. In no event shall the increase or decrease in the amount of this Grant Agreement be greater than \$25,000. This will make the most efficient use of the total grant money distributed between multiple grantees. Should the State make the determination to increase or decrease the amount of this Grant Agreement under this paragraph the State will notify the Grantee in writing.**

### **2. Term Of Grant Agreement**

The term of this Grant Agreement shall be from June 30, 2004 (the "Beginning Date") until June 29, 2005 (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date.

### **3. Use Of Grant Funds By The Grantee**

Grant funds received by the Grantee pursuant to this Grant Agreement shall be used only to provide a service to reduce disparities through screening and outreach for breast and cervical cancer. The Contractor will provide regional coordination, outreach and data entry services in Region #1 in Lake, Porter, Jasper, LaPorte and Newton Counties in Indiana, which project is described fully in Exhibit 1, attached hereto, and made a part hereof and incorporated herein by reference as part of this Grant Agreement.

### **4. Access To Records**

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

**5. Amendments**

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

**6. Assignment**

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

**7. Audits**

- a) Following the expiration or termination of this Grant Agreement, the Grantee shall secure an audit of funds provided to the Grantee by the State under this Grant Agreement. 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 of Institutions of Higher Education and Other Non-Profit Organizations). 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 Grantee agrees to provide a readable copy (or original if requested by the State) of all audits secured by the Grantee to meet this provision and a copy of the Grantee's "Entity Annual Report" (Form E-1) to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Grantee agrees to provide the Indiana State Board of Accounts an original of all financial and compliance audits and the original Grantee's "Entity Annual Report" (Form E-1). Should the Grantee be an agency of the State of Indiana or a local or Quasi-governmental agency, the requirement to submit the Grantee's "Entity Annual Report" (Form E-1) to the State and the State Board of Accounts is waived.

- b) The Grantee's audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, 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 Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.
- c) The State and the Indiana State Board of Accounts reserve the right to approve any auditor to be secured by the Grantee to conduct the audit specified in subparagraph a). Further, if applicable, the Grantee shall require its sub-grantees to secure audits in accordance with subparagraph a), and to timely file all reports required by the Indiana State Board of Accounts.
- d) Grantee shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Grantee's program and financial activities that relate to the performance of the services and funds provided pursuant to this Grant Agreement and Grantee's claims for reimbursement under this Grant Agreement 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 Grant Agreement. The Grantee shall comply with the cost principles set forth in Office of Management and Budget Circular A-122. The Grantee shall maintain a written cost allocation plan that identifies procedures used to attribute costs to each component code and service. More restrictive fiscal accountability may be required of the Grantee by the State, beginning upon written notice, if the State determines the Grantee is financially unstable, has a history of poor accountability, or has a management system that does not meet the standards required by the State of Indiana and/or the United States Government.
- e) Internal controls must be in effect which provide reasonable assurance regarding the reliability of financial information and records, effectiveness and efficiency of operations, proper execution of management's objectives, and compliance with laws and regulations. Among other things, segregation of duties, safeguarding controls over cash and all other assets and all forms of information processing are necessary for proper internal control.
- f) Upon written demand by the State, the Grantee agrees to repay the State all sums paid by the State to the Grantee for which adequate fiscal documentation is not in existence for the time period audited.
- g) Should an audit of the Grantee 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.

**8. Authority To Bind**

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

**9. Compliance With Laws**

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

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

The Grantee agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Grantee in furtherance of this Grant Agreement shall be the property of the State. The Grantee shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the State while such property is within the control and/or custody of the Grantee. The Grantee hereby specifically waives and/or releases to the State any cognizable property right of the Grantee to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

**11. Confidentiality Of State Information**

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

**12. Conflict Of Interest**

- a) As used in this section:

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

"Interested party," means:

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

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

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

### **13. Cultural Competency**

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



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

**14. Design And Implementation Of Project**

The Grantee shall be solely responsible for the proper design and implementation of the project described in Exhibit 1. Although not expressly attached to this Grant Agreement, the Grantee agrees to complete said project in accordance with the plans and specifications contained in its application. Modification of its application shall require prior written approval of the State.

**15. Disputes**

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

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Grantee and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered.

If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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

**16. Drug-Free Workplace Certification**

- a) The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee has been convicted of a criminal drug violation occurring in the Grantee's workplace.
- b) False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Grant Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.
- c) In addition to the provisions of the above paragraphs, if the total grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

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

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

- 1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a drug-free awareness program to inform it's employees of (a) the dangers of drug abuse in the workplace; (b) the Grantee's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

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

**17. Federal Funding Information and Requirements**

- |  |  |
|--|--|
| a) C.F.D.A. Title – Centers for Disease Control and Prevention-Investigations and Technical Assistance | d) Award No. U75/CCU521884-03  |
| b) C.F.D.A No. 93.919  | 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 Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96.

**18. Federal Funds Disclosure Requirements**

The Grantee 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 grant 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 1 of this Grant Agreement, 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.

**19. Federal Lobbying Requirements**

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

**20. Funding Cancellation**

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

**21. Governing Laws**

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

**22. Indemnification**

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

**23. Independent Contractor**

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

**24. Information Technology Accessibility**

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

**25. Licensing Standards**

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

**26. Monitoring Report by the State**

The State will conduct an on-site monitoring review of the project. The Monitoring Report will document the following:

- a) Whether state, local and/or private funds allocated for the project were expended for activities consistent with the Grantee's grant application and Exhibit 1 of this agreement.
- b) A complete, detailed analysis of actual state, local and/or private funds expended to date on the project and conformity with the amounts for each budget line item if set forth in Exhibit 1 of this agreement.

- c) A detailed listing of all project costs by project budget line item which are accrued yet unpaid, if any.
- d) A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of progress reports, as required by Paragraph 32, Progress Reports.

**27. Nondiscrimination**

- a) Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its Sub-Grantees shall not discriminate against any employee or applicant for employment in the performance of this Grant. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Grant 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.
- b) The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

**28. Notice To Parties**

Whenever any notice, statement or other communication is required under this Grant Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

- a) Notices to the State shall be sent to:

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

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

American Cancer Society Foundation, Great Lakes Division, Inc.  
ATTN: Rick Whitten  
1755 Abbey Road  
East Lansing, MI 48823

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

American Cancer Society Foundation, Great Lakes Division, Inc.  
ATTN: Rick Whitten  
1755 Abbey Road  
East Lansing, MI 48823

**29. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: a) Grant Agreement, b) attachments prepared by the State (Exhibit 1), and c) Grantee's Grant Application.

**30. Payment Of Grant Funds By The State**

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

- a) This Grant Agreement must be fully executed.
- b) Financial assistance will be provided on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed State Claim Vouchers from the Grantee. The Claim Vouchers shall be submitted on the forms provided. Claim Vouchers shall be due by the 20th day after the end of each month.
- c) Any other Grant Agreement conditions as specified in Exhibit 1 must be met to the State's satisfaction.
- d) All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after sixty (60) days will not be reimbursed by the State.
- e) All equipment purchased with grant funds, which has a cost of \$5,000 or more, shall remain the property of the State and shall not be sold or disposed of without written consent from the State.
- f) If applicable, expenditures made by the Grantee for travel will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate being paid by the State, whichever is the lesser. Travel expenses paid by the Grantee can only be reimbursed in accordance with the current State Travel Policies and Procedures as specified in Financial Management Circular #2003-1. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) must be submitted at least four (4) weeks prior to the scheduled travel date for review by the State for availability of funds and for appropriateness per Circular guidelines.

- g) Failure to complete the project and expend funds in accordance with this Grant Agreement may be considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities which are not in the scope of this project as set forth in Exhibit 1 of this Grant Agreement.

**31. Penalties/Interest/Attorney's Fees**

- a) The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.
- b) Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

**32. Project Budget and Budget Modification - Deleted**

**33. Progress Reports**

- a) The Grantee shall submit progress reports to the State based upon the needs of the State. Unless specified otherwise in Exhibit 1, the progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule, whether additional deliverables will be required to better serve the public, and that completion can be reasonably assured on the scheduled date.
- b) The Grantee understands that failure to provide progress reports as requested by the State may be considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all contract/grant payments, and/or suspension of the Grantee's participation in State contract/grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Exhibit 1 of this Grant Agreement.

**34. Records, Reports, Inspections and Audits - Deleted**

**35. Remedies Not Impaired**

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



**36. Renewal**

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

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

If any final regulation or body of regulations relating to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations, prohibits, restricts, limits or materially and adversely affects either party's rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated the Grantee shall return all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form.

**38. Severability**

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

**39. Statutory Authority of Grantee - deleted**

**40. Taxes**

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

**41. Termination Of Grant Agreement**

- a) The State may terminate this Grant Agreement upon thirty (30) days written notice to the Grantee at any time prior to the Expiration Date of this Grant Agreement if any of the following occur:
  - 1) Grant funds are not adequate or available to finance the program.
  - 2) Grant funds become restricted and/or the State has utilized all grant funds available.

- b) The State reserves the right to cancel this Grant Agreement for cause by giving fifteen (15) days written notice to the Grantee if any of the following occur:
  - 1) The Grantee fails to comply with any of the conditions of this Grant Agreement.
  - 2) The State determines that the methods and techniques being utilized by the Grantee to accomplish the goals are not acceptable or compatible with policies of the State or applicable state or federal laws.
  - 3) The Grantee fails to fulfill its responsibilities as indicated in Exhibit 1 which is attached hereto and made a part hereof.
- c) The Grantee may terminate this Grant Agreement upon thirty (30) days written notice (unless specified otherwise in Exhibit 1) to the State at any time prior to the Expiration Date of this Grant Agreement if any of the following occur:
  - 1) The State fails to comply with the conditions of the Grant Agreement.
  - 2) The Grantee determines that the further development of services provided under this Grant Agreement is incompatible with its policies and practices or community needs.
- d) The parties also agree that, the State or the Grantee may terminate this Grant Agreement upon giving sixty (60) days written notice to the other party. Termination costs shall include all valid financial commitments incurred pursuant to this Grant Agreement prior to the termination effective date.

**42. Termination for Convenience**

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

**43. Waiver of Rights**

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

**44. 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 have additional requirements and which are identified by name below:

Access To Records  
Audits  
Confidentiality of State Information  
Order of Precedence  
Payment Of Grant Funds By The State  
Progress Reports  
Severability  
Use of Grant Funds by Grantee

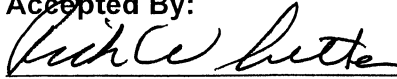
**45. Non-Collusion And Acceptance**

- a) The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face of the Grant Agreement.
- b) The parties having read and understanding the foregoing terms of the Grant Agreement do by their respective signatures dated below hereby agree to the terms thereof, including, if this Grant Agreement is in excess of \$25,000, Paragraph 16, Drug-Free Workplace Certification.

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

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

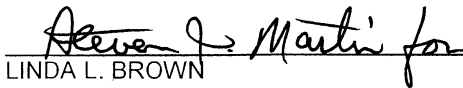
**Accepted By:**



RICK WHITTEN  
PRESIDENT  
AMERICAN CANCER SOCIETY FOUNDATION,  
GREAT LAKES DIVISION, INC.

DATE: 7/19/09

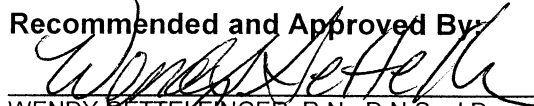
**Certification of Funds:**



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

DATE: 7.29.04

**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: 7/28/04

**Approved:**



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

DATE: Aug. 5, 2004

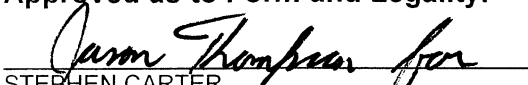
**Approved:**



MARILYN F. SCHULTZ  
STATE BUDGET DIRECTOR  
STATE OF INDIANA

DATE: August 9, 2004

**Approved as to Form and Legality:**



STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 8-18-04

**EXHIBIT 1**  
**American Cancer Society Foundation, Great Lakes Division, Inc.**

**1. PURPOSE OF THE GRANT AGREEMENT:**

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

- A. Provide regional coordination, outreach and data entry services for the Counties of Lake, Porter, Jasper, LaPorte, and Newton in Region #1.
- B. Provide data management, training, and evaluation services for the BCCP in the form of a Health Planner position.
- C. Conduct billing and clinical training programs for Breast and Cervical Cancer Program providers, and other partner agencies as determined by the ISDH Breast and Cervical Cancer Program.
- D. Assist in providing quality assurance services in conjunction with case management, professional education, and tracking and follow-up activities.

**2. SERVICE RECIPIENTS:**

Citizens of the State of Indiana

**3. GRANT ACTIVITIES:**

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ and maintain a minimum staff level of one (1) full-time Regional Coordinator.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$35,802 (Annual Salary)
The Regional Coordinator or designee will operate the local BCCP office and will serve as BCCP local liaison to medical providers, assist in form review, and all paperwork submissions to ISDH central office. Eighty percent (80%) of packets will be sent to ISDH no later than 60 days from the date services were provided. Enrollment forms will have a zero error rate. These operations will be housed at the Lake County American Cancer Society office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit the following documents: correct BCCP forms, bills, and reports on a weekly basis to the central ISDH/BCCP office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Regional Coordinator will submit all missing reports and follow-up materials distributed by the BCCP Case Manager and Tracking and Follow-up Coordinator within 5 working days of request. All missing reports are due September 15, 2004 and March 15, 2005.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
<p>The Regional Coordinator shall attend four (4) Coordinator/Outreach meetings. Regional Coordinator will submit monthly regional coordinator activity report to executive director and program director.</p> <p>Provider training tools/materials must have the approval of ISDH/BCCP staff.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	
<p>The Regional Coordinator is responsible for the supervision of the outreach worker.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	
<p>The Regional Coordinator will be available on an as-needed basis to BCCP medical providers and patients in other geographic locations within the State of Indiana.</p> <p>Regional Coordinator knows and will enforce BCCP Operational Policy within their region. Regional Coordinator will address policy issues with central BCCP staff.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	
<p>Employ and maintain a minimum staff level of one (1) Health Planner.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	<p>\$40,716 (Annual Salary)</p>
<p>The Health Planner will train BCCP personnel in database management for report generation. The Health Planner will be housed at the ISDH office.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	
<p>The Health Planner will analyze data for program needs and develop evaluation measures as necessary.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	
<p>The Health Planner will assist all staff in research of the TFU data system for missing patient information.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	
<p>The Health Planner will research and coordinate with Regional Coordinator Liaison, Billing Coordinator and BCCP Director, missing or incongruent patient information.</p>	<p>Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.</p>	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ and maintain a part-time (30 hours per week) outreach worker.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$14,917 (Annual Salary)
The Outreach Worker or designee will assist the Regional Coordinator in the submission of the following documents: correct BCCP forms, bills, and reports on a weekly basis to the central ISDH/BCCP office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will submit a monthly outreach report describing activities. The Public Education Coordinator will review the report for satisfactory completion. A quarterly feedback sheet based on the monthly reports will be given to the Outreach Worker each quarter of the calendar year.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will have a minimum of three (3) outreach/screening events scheduled each month. Completion of an event planning guide will be required for large scale outreach activities.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker shall attend four (4) Regional Coordinator/Outreach Worker meetings.  The Outreach Worker will be available on an as-needed basis to BCCP medical providers and patients in other geographic locations within the State of Indiana.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	
The Outreach Worker will maintain database for all patient bills, forms, and reports.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

<b>Total Costs for Maintaining Required Grant Activities</b>				\$91,435
<b>Fringe Benefits</b>				\$25,601
<b>Travel</b>				\$2,900
<b>Postage</b>				\$300
<b>Supplies/Software</b>				\$500
<b>Communications</b>				\$300
<b>Printing and Advertising</b>				\$300
<b>Outreach Incentive</b>				\$250
<b>Total</b>				<b>\$121,587</b>
<b>Management Fee</b>				\$12,159
<b>GRAND TOTAL</b>				<b>\$133,746</b>

Any deviation in program expenditures must be requested in writing to the Breast and Cervical Cancer Program, and approval contracted by the Breast and Cervical Cancer Program, prior to funds being moved or expended.

**3. EQUIPMENT:**

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

**4. OUT OF STATE TRAVEL:**

All out of state travel using grant 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.

**5. CLAIM VOUCHERS:**

All claim vouchers must be accompanied by written documentation of actual expenditures for all claimed items.

The Grantee 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 Claim Vouchers 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 attached hereto as Attachment 5 and hereby incorporated into this Grant Agreement.