

MAR 20 2007



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EXHIBIT DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

MAR 21 2007

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. For amendments, please attach original contract.
4. Attach additional pages if necessary.

DEPARTMENT OF ADMINISTRATION CONTRACTS DIVISION

1. EDS Number: A70-4-6553		2. Date prepared: 2/28/2007	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# <u>4</u> <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: 3610-13130.572900		5. Account Name: BREAST AND CERVICAL CAN	
6. Total amount this action: \$85,428.00		7. New contract total: \$281,854.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2005 <u>\$65,611.00</u>			
Year 2006 <u>\$66,615.00</u>			
Year 2007 <u>\$64,200.00</u>			
Year 2008 <u>\$85,428.00</u>			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 6/30/2004		12. To (month, day, year): 6/29/2008	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
35. Will the attached document involve data processing or telecommunications systems Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes):			
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, Open Door-BMH Health Center Inc. is a not-for-profit grantee that was chosen due to poverty level, age eligibility, morbidity and mortality in this specific region. 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 <i>M. Compton</i>	43. Date Approved 4/27/07
44. Attorney General's Office approval	45. Date Approved 3/2/07	46. Agency representative receiving from AG	47. Date Approved



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OAG-ADVISORY

Amendment No. 4
EDS Number A70-4-6553

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 **Open Door-BMH Health Center, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2007, in the amount of \$196,426.

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 \$85,428, making the new total of the Grant Agreement \$281,854. The additional funds will be used to continue providing regional coordination and outreach services for the Indiana counties of Whitley, Allen, Huntington, Wabash, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph and Wayne. See Exhibit 4, 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, 2008.

Paragraph 30b – **Payment of Grant Funds by The State** is being amended to read:

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 Invoices from the Grantee. Invoices shall be due by the 20th day after the end of each month. Payments shall not exceed \$65,611 for the period June 30, 2004 through June 29, 2005; \$66,615 for the period June 30, 2005 through June 29, 2006; \$64,200 for the period June 30, 2006 through June 29, 2007 and \$85,428 for the period June 30, 2007 through June 29, 2008. Total remuneration under this Grant Agreement shall not exceed \$281,854.

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 this Grant Agreement, 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) Privacy and Security Standards, 45 CFR Parts 160 and 164, 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 Privacy and Security Standards, 45 CFR Parts 160 and 164, 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. **Release of Social Security Numbers.** The parties acknowledge that the services to be performed by Grantee for the State pursuant to this Grant Agreement may require or allow access to data, materials, or other information containing Social Security numbers maintained by the State in its computer system or other records. Pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant Agreement. The Grantee shall report all unauthorized disclosures of Social Security numbers to the ISDH Privacy Officer within the same timeframes and using the same format listed in section 6 titled "Reporting of Security Incident."
4. **Safeguards Against Misuse of Information.** The 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.

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

Name of Business Associate

Incident # (number assigned by reporting entity)

Type of Incident –

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

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

Time potential breach was identified

Name and Title of Person Reporting Incident

Contact Information (of person reporting incident)

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

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

Action Taken

Name of Person(s) Conducting Preliminary Investigation

Contact Information (of individual responsible for Issue Analysis)

Date Investigation started

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

Conclusion

Date Investigation ended

Findings

Measures taken to address issue, and prevent any reoccurrences

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

7. **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.
8. **Access to Information.** Within twenty (20) days of a request by the State for access to PHI about an individual contained in a designated record set, the 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.
9. **Availability of Protected Health Information for Amendment.** Within thirty (30) days of receipt of a request from the State for the amendment of an individual's PHI or a record regarding an individual contained in a designated record set, the 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.
10. **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.
11. **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 Privacy and Security Standards, 45 CFR Part 164.

12. **Protected Health Information at Termination.** At the termination of this Agreement, if feasible, the Grantee shall return or destroy 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.
13. **Compliance with Standard Transactions** 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.
14. **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 ADDENDUM

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

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

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

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

Funding Summary

3610-131300	6/30/2004	6/29/2005	\$ 65,611
3610-131300	6/30/2005	6/29/2006	\$ 66,615
3610-131300	6/30/2006	6/29/2007	\$ 64,200
3610-131300	6/30/2007	6/29/2008	<u>\$ 85,428</u>

Total			\$281,854
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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.

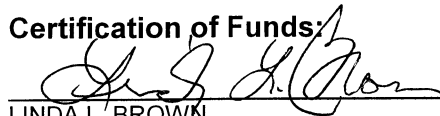
Accepted By:



TONI ESTEP
EXECUTIVE DIRECTOR
OPEN DOOR-BMH HEALTH CENTER, INC.

DATE: 3/15/07

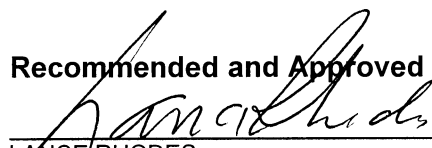
Certification of Funds:



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

DATE: 3/20/07


Recommended and Approved By:



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

DATE: 3/19/07

Approved:



CARRIE HENDERSON
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: _____

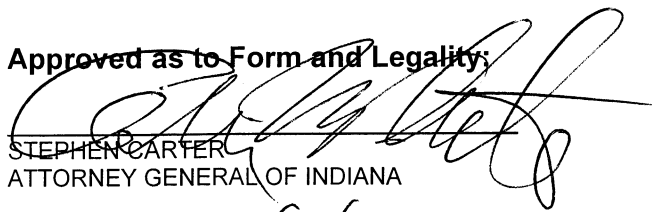
Approved:



CHARLES E. SCHALLIOL
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: 4/30/07

Approved as to Form and Legality:



STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 5/2/07

EXHIBIT 4
Open Door – BMH Health Center, 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 Eastern Region, consisting of the counties of Whitley, Allen, Huntington, Wabash, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph, and Wayne.
- B. Conduct billing and clinical training for BCCP providers and other partner agencies.
- C. Assist in providing quality assurance activities.

2. SERVICE RECIPIENTS:

Citizens of the State of Indiana

3. GRANT ACTIVITIES:

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ a Regional Coordinator for the Eastern Region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$36,992
The Regional Coordinator will manage all BCCP activities in the Eastern 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 1020 unique 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.	
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.	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Employ an Outreach Specialist for the Eastern Region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$20,800
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.	

Personnel	\$57,792
Fringe Benefits (24%)	13,870
Travel	1,800
Supplies	1,200
Printing/Copying	500
Postage/Shipping	800
Phones/Fax	1,200
Outreach Activities/Incentives	500
Sub-Total	77,662
Management Fee (10%)	7,766
GRAND TOTAL	\$85,428

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:

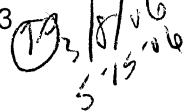
Travel (mileage/per diem) will be paid the lower of either the Grantee or the state of Indiana.

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.



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 **Open Door-BMH Health Center, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2006, in the amount of \$132,226.

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 \$64,200 making the new total of the Grant Agreement \$196,426. 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 \$65,611 for the period June 30, 2004 through June 29, 2005; \$66,615 for the period June 30, 2005 through June 29, 2006; and \$64,200 for the period June 30, 2006 through June 29, 2007. Total remuneration under this Grant Agreement shall not exceed \$196,426.

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	\$ 65,611
3610-131300	6/30/2005	6/29/2006	\$ 66,615
3610-131300	6/30/2006	6/29/2007	<u>\$ 64,200</u>
Total			\$196,426

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:

Toni R Estep
TONI ESTEP
EXECUTIVE DIRECTOR
OPEN DOOR-BMH HEALTH CENTER, INC

DATE: 3/14/06

Certification of Funds:

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

DATE: 3/27/06

Recommended and Approved By:

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

DATE: 3 20 06

Approved:

Darwin L. Patterson for
EARL A. GOODE
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 3/28/06

Approved:

Alice E. Schalliol for
CHARLES E. SCHALLIOL
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: 3/30/2006

Approved as to Form and Legality:

Stephen Carter for
STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 5/10/06

EXHIBIT 3
Open Door – BMH Health Center, 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 Whitley, Allen, Huntington, Wabash, Miami, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph, Henry, and Wayne.
- 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.

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.	\$35,569
The Regional Coordinator will manage all BCCP activities in the Eastern 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 980 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.	
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.	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
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.	

Salaries	\$45,969
Fringe Benefits (15%)	6,895
Travel	1,500
Supplies	500
Printing/Copying	500
Postage/Shipping	1,000
Phones/FAX	1,500
Outreach Activities	500
Sub-Total	58,364
Management Fee (10%)	5,836
GRAND TOTAL	\$64,200

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.

3610-572900-131300

BCC 527-3



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 **Open Door-BMH Health Center, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2005, in the amount of \$65,611.

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 \$66,615, making the new total of the Grant Agreement \$132,226. The additional funds will be used 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 this Contract For Services. The expiration date is being extended for an additional year to 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/>>>](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 through 6/29/05	\$ 65,611
3610-131300	6/30/05 through 6/29/06	<u>\$ 66,615</u>
Total		\$132,226

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.

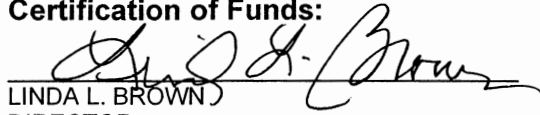
In Witness Whereof, the Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement Amendment. The parties having read and understanding the foregoing terms of the Grant Agreement Amendment do by their respective signatures dated below agree to the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

Accepted By:


TONI ESTEP
EXECUTIVE DIRECTOR
OPEN DOOR-BMH HEALTH CENTER, INC.

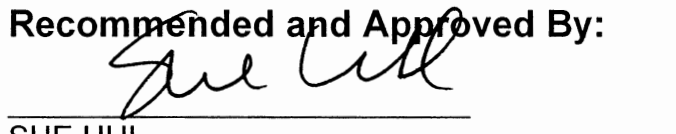
DATE: 3/28/05 3/28/05

Certification of Funds:



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

DATE: 4/7/05

Recommended and Approved By:


SUE UHL
DEPUTY STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 4-7-05

Approved:


EARL A. GOODE
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 4-13-05

Approved:


CHARLES E. SCHALLIOL
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: April 14, 2005

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 05/24/05

For Period June 30, 2005 through June 29, 2006

EXHIBIT 2
Open Door – BMH Health Center, Inc.

1. PURPOSE OF THE GRANT AGREEMENT:

The purpose of this grant 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 and outreach services for the counties of Whitley, Allen, Huntington, Wabash, Miami, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph, Henry, and Wayne.
- 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 one full-time Regional Coordinator, housed at the Open Door Muncie office.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$34,528
The Regional Coordinator will manage all BCCP activities in the Eastern 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.	
The Regional Coordinator will implement assigned Work Plan activities.	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 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 Open Door Muncie 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.	

Salaries	\$44,928
Fringe Benefits (26%)	11,681
Travel	1,500
Supplies	500
Printing	300
Postage/Shipping	1,100
Telephones	300
Outreach Activities	250
Total	60,559
Management Fee (10%)	6,056
GRAND TOTAL	\$66,615

Any deviation in program expenditures must be requested in writing to the Breast and Cervical Cancer Program, and approval granted 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 contract 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.



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 **Open Door-BMH Health Center, Inc.** (hereinafter referred to as the "Grantee") for the period from June 30, 2004 through June 29, 2005, in the amount of \$80,429.

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

The amount of the Grant Agreement is being reduced by \$14,818 making the new total of the Grant Agreement \$65,611. The decreased funds are a result of a reduction in the number of counties serviced and the hours of the Outreach Worker. 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.

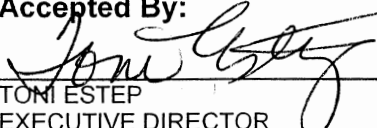
All other matters previously agreed to and set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.

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.

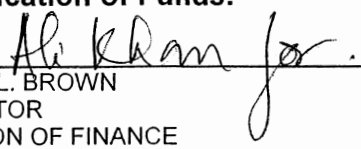
Accepted By:



TOMI ESTEP
EXECUTIVE DIRECTOR
OPEN DOOR-BMH HEALTH CENTER, INC.

DATE: 12/20/04

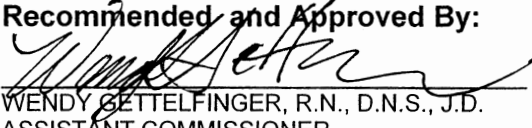
Certification of Funds:



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

DATE: 1/4/05

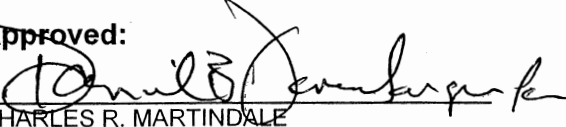
Recommended and Approved By:



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

DATE: 12/21/04

Approved:



CHARLES R. MARTINDALE
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: Jan. 7, 2005

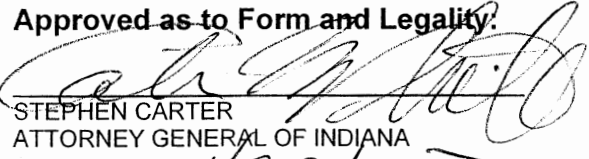
Approved:



MARILYN F. SCHULTZ Charles R. Schalliol
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: January 10, 2005

Approved as to Form and Legality:



STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 1/27/05

EXHIBIT 1-A
Open Door – BMH Health Center, Inc.

1. PURPOSE OF THE GRANT AGREEMENT:

The purpose of this grant 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 and outreach services for the counties of Whitley, Allen, Huntington, Wabash, Miami, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph, Henry, and Wayne.
- 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.	\$33,945 (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 Open Door Muncie 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. Tools designed by central staff shall be utilized in each region.	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.	
The Regional Coordinator shall attend four (4) Regional Coordinator/Outreach meetings. Regional Coordinator will submit monthly	Services to be provided in accordance with the Breast and Cervical Cancer	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Regional Coordinator Activity Report to Program Director and Executive Director. Provider training tools/materials must have the approval of ISDH/BCCP staff.	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 enforces 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) half-time (20 hours per week) Outreach Worker.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$10,608 (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 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 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 an electronic database for all patient bills, forms, and reports. Tools designed by central staff shall be utilized in each region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

Salaries			\$44,553
Fringe Benefits (27%)			\$12,029
Travel			\$1,414
Supplies			\$500
Postage			\$300
Printing			\$300
Communications			\$300
Outreach Activities			\$250
Total			\$59,646
Management Fee (10%)			\$5,965
GRAND TOTAL			\$65,611

Any deviation in program expenditures must be requested in writing to the Breast and Cervical Cancer Program, and approval granted 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 contract 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.

GRANT AGREEMENT

3610-572900-131300
BCC 527-3



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 **Open Door-BMH Health Center, 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 \$80,429 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 services to reduce disparities through screening and outreach testing for breast and cervical cancer. The Contractor will provide regional coordination and outreach services for Whitley, Allen, Huntington, Wabash, Miami, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph, Henry, Hancock, Rush, Fayette, Union, Decatur, Franklin and Wayne 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

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

25. Licensing Standards

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

26. 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:

Open Door-BMH Health Center, Inc.
ATTN: Toni Estep
905 South Walnut Street
Muncie, IN 47302

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

Open Door-BMH Health Center, Inc.
ATTN: Toni Estep
905 South Walnut Street
Muncie, IN 47302

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

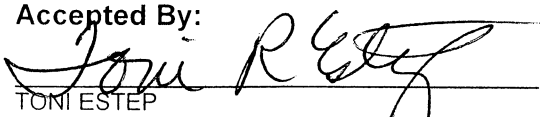
45. Non-Collusion And Acceptance

- 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.

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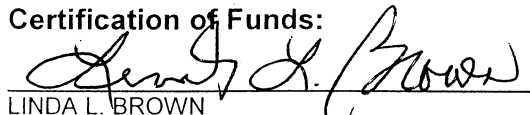
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the dates entered below.

Accepted By:


TONI ESTEP
EXECUTIVE DIRECTOR
OPEN DOOR-BMH HEALTH CENTER, INC.


DATE: 6/14/04

Certification of Funds:


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

DATE: 6/22/04

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: 6/17/04

Approved:


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

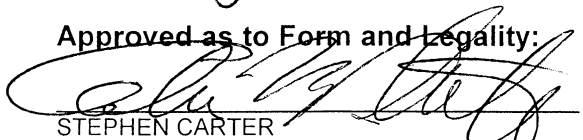
DATE: June 24, 2004

Approved:


MARILYN F. SCHULTZ
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: June 25, 2004

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 6/30/04

EXHIBIT 1
Open Door – BMH Health Center, Inc.

1. PURPOSE OF THE GRANT AGREEMENT:

The purpose of this grant 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 and outreach services for the counties of Whitley, Allen, Huntington, Wabash, Miami, Wells, Adams, Grant, Blackford, Jay, Madison, Delaware, Randolph, Henry, Hancock, Rush, Fayette, Union, Decatur, Franklin, and Wayne.
- 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.	\$33,945 (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 Open Door Muncie 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. Tools designed by central staff shall be utilized in each region.	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.	
The Regional Coordinator shall attend four (4) Regional Coordinator/Outreach meetings. Regional Coordinator will submit monthly	Services to be provided in accordance with the Breast and Cervical Cancer	

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	ANNUAL SALARY
Regional Coordinator Activity Report to Program Director and Executive Director. Provider training tools/materials must have the approval of ISDH/BCCP staff.	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 enforces 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) full-time Outreach Worker.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	\$21,216 (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 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 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 an electronic database for all patient bills, forms, and reports. Tools designed by central staff shall be utilized in each region.	Services to be provided in accordance with the Breast and Cervical Cancer Program Grant Guidelines.	

Total Costs for Maintaining Required Grant Activities			\$55,161
Fringe Benefits			\$14,893
Travel			\$1,414
Supplies			\$500
Postage			\$300
Outreach Activities/Incentives			\$250
Communications			\$300
Printing and Advertising			\$300
Total			\$73,118
Management Fee			7,311
GRAND TOTAL			\$80,429

Any deviation in program expenditures must be requested in writing to the Breast and Cervical Cancer Program, and approval granted 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 contract 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.