

MAR 23 2007



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

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

RECEIVED

MAR 23 2007

DEPARTMENT OF ADMINISTRATION CONTRACTS DIVISION

1. EDS Number: A70-4-6335		2. Date prepared: 2/28/2007	
3. CONTRACTS & LEASES			
<input checked="" type="checkbox"/> Professional/Personal Services <input 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>5</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: \$279,255.00		7. New contract total: \$586,914.00	
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>\$78,054.00</u>			
Year 2006 <u>\$78,496.00</u>			
Year 2007 <u>\$151,109.00</u>			
Year 2008 <u>\$279,255.00</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 Breast and Cervical Cancer Program is amending this contract to extend it another year. Line items in the budget have been adjusted accordingly.			
38. Justification of vendor selection and determination of price reasonableness: Under 25 IAC 5-3-10, Family Health Center of Clark County, Inc. is a not-for-profit contractor that was chosen due to poverty level, age eligibility, morbidity and mortality in this specific region. They are able to meet contract 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	
44. Attorney General's Office approval		45. Date Approved	
42. Budget agency approval		43. Date Approved	
46. Agency representative receiving from AG		47. Date Approved	

6675-004

3-12-07

Amendment No. 5
EDS Number A70-4-6335

This is an Amendment to the existing Breast & Cervical Cancer Contract For Services entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Family Health Center of Clark County, Inc.** (hereinafter referred to as the "Contractor") for the period from June 30, 2004 through June 29, 2007, in the amount of \$307,659.

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

The amount of the Contract For Services is being increased by \$279,255, making the new total of the Contract For Services \$586,914. The additional funds will be used to continue providing regional coordination and outreach services for the Central, Southwestern and Southeastern Regions of Indiana. See Exhibit 4, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract For Services. The expiration date of this Contract For Services is being extended to June 29, 2008.

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

The Contractor shall be paid upon receipt and approval of the deliverables using the rates set out on Exhibits 1, 2 3 and 4, attached hereto and hereby incorporated into this Contract. Payments shall not exceed \$78,054 for the period June 30, 2004 through June 29, 2005; \$78,496 for the period June 30, 2005 through June 29, 2006; \$151,109 for the period June 30, 2006 through June 29, 2007 and \$279,255 for the period June 30, 2007 through June 29, 2008. Total remuneration under this Contract shall not exceed \$586,914.

Paragraph 40 **Security and Privacy of Health Information** is amended to read:

A. Health Insurance Portability and Accountability Act (HIPAA)

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

B. HIPAA Business Associate

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

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

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

Name of Business Associate

Incident # (number assigned by reporting entity)

Type of Incident –

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

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

Time potential breach was identified

Name and Title of Person Reporting Incident

Contact Information (of person reporting incident)

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

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

Action Taken

Name of Person(s) Conducting Preliminary Investigation

Contact Information (of individual responsible for Issue Analysis)

Date Investigation started

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

Conclusion

Date Investigation ended

Findings

Measures taken to address issue, and prevent any reoccurrences

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

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

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

DEFINITIONS FOR USE IN THIS ADDENDUM

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

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

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

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

Funding Summary

3610-131300	6/30/04 through 6/29/05	\$ 78,054
3610-131300	6/30/05 through 6/29/06	\$ 78,496
3610-131300	6/30/06 through 6/29/07	\$151,109
3610-131300	6/30/07 through 6/29/08	<u>\$279,255</u>

Total		\$586,914
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All other matters previously agreed to and set forth in the original Contract For Services and not affected by this Amendment shall remain in full force and effect.

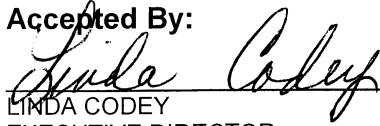
Non-Collusion and Acceptance

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

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

Accepted By:


LINDA CODEY
EXECUTIVE DIRECTOR
FAMILY HEALTH CENTER OF CLARK
COUNTY, INC.

DATE: 3-19-07

Certification of Funds:


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

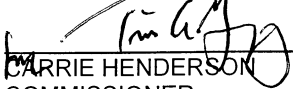
DATE: 3/22/07

Recommended and Approved By:


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

DATE: 3/22/07

Approved:


CARRIE HENDERSON
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 3/26/07

Approved:


CHARLES E. SCHALLIOL
STATE BUDGET DIRECTOR
STATE OF INDIANA

DATE: 4/30/07

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 5-7-07