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

Received
APR 26 2010
AG
IDOA Contracts

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.

1. EDS Number: GA06-8-49-08-DA-6702	2. Date prepared: 3/25/2010

3. CONTRACTS & LEASES

X Professional/Personal Services
___ Grant
___ Lease
___ Attorney
___ MOU
___ QPA ___
___ Contract for procured Services
___ Maintenance
___ License Agreement
X Amendment# 1
___ Renewal # ___
___ Other ___

FISCAL INFORMATION

4. Account Number: 62170-F6040.580244	5. Account Name: FSSA SSA Fund
6. Total amount this action: $5,644,000.00	7. New contract total: $14,044,000.00
8. Revenue generated this action: $0.00	9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year:
Year 2008 $2,481,487.69
Year 2009 $2,767,580.00
Year 2010 $3,534,460.00
Year 2011 $5,260,482.31

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2007	12. To (month, day, year): 6/30/2011

13. Method of source selection:
___ Bid/Quotation ___ Emergency ___ Negotiated
X RFP# 7-38 ___ Other (specify) ___ ___ Special Procurement

AGENCY INFORMATION

14. Name of agency: Div of Disability & Rehab Svcs	15. Requisition Number:

16. Address: Family & Social Services
Claims Management
402 W WASHINGTON ST E436
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Bruce McKay	18. Telephone #: 317 2326487

19. E-mail address: bruce.mckay@fssa.in.gov

COURIER INFORMATION

20. Name: FSSA/Claims Mgmt./Contract Coordination	21. Telephone #: 317-233-4703

22. E-mail address: Contract.Status@fssa.in.gov

VENDOR INFORMATION

23 Vendor ID # 0000064464

24. Name: IND DISABILITY DETERMINATION	25. Telephone #: (317) 684-7171

26. Address: 11950 PROMONTORY CT
INDIANAPOLIS, IN 46236

27. E-mail address: williamashipley@aol.com

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

29. Primary Vendor: M/WBE Minority: ___ Yes X No Women: ___ Yes X No	30. If yes, list the %: Minority: ___ % Women: ___ %
31 Sub Vendor: M/WBE Minority: ___ Yes X No Women: ___ Yes X No	32. If yes, list the %: Minority: ___ % Women: ___ %
33. Is there Renewal Language in the document? ___ Yes X No	34. Is there a "Termination for Convenience" clause in the document? X Yes ___ No

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

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
IC 12-9-2-1 ET SEQ

37. Description of work and justification for spending money. *(Please give a brief description of the scope of work included in this agreement.)*
The purpose of this amendment is to add $5,544,000.00 to continue providing psychiatric/psychological consultation reviews for the Disability Determination Bureau. Due to the economy there has been a significant increase in disability claims within Indiana and the Chicago Region. There has been an increase of 47.3% in disability claims in the last 13 months. This contract is 100% Federal funds. All services are provided by fully licensed physicians and/or psychologists, as appropriate, with licensure in the state of Indiana.

38. Justification of vendor selection and determination of price reasonableness:
This contract was negotiated with the approval of Department of Administration through a competitive RFP process, RFP 7-38. The Contractor was selected for their ability and qualifications to provide these psychiatric/psychological consultation services.

RECEIVED
MAY 14 2010
OAG-ADVISORY

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 4-8-10	42. Budget agency approval	43. Date Approved 5/12/10
44. Attorney General's Office approval	45. Date Approved 5-14-10	46. Agency representative receiving from AG	47. Date Approved

17440-001

PROFESSIONAL SERVICES CONTRACT
AMENDMENT # 1

EDS # GA06-8-49-08-DA-9702

This is the first amendment to the Contract (the "Contract") entered into by and between the Indiana Family and Social Services Administration, Division of Disability and Rehabilitative Services (the "State") and Indiana Disability Determination Consultants, LCC (the "Contractor") dated July 1, 2007.

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

A. PURPOSE: The purpose of this amendment is to increase the total contract allocation by $5,544,000.00 from $8,500,000.00 to $14,044,000.00 to provide psychiatric/psychological consultation services for the State's Disability Determination Bureau (DDB) pursuant to Indiana Code 12-9-2-1 et.seq. Attachment AM1 is attached and incorporated herein and supersedes Attachment A attached and incorporated in the original contract. The Term, Rates and Duties of Contractor are unchanged.

B. AMENDMENT: Parties agree to change the following

1. Under Section 2. Consideration shall read as follows:

The Contractor will be paid at the rate of $40.00 per finished case. It is agreed that a case includes all claims bearing the identical name, the identical Social Security number and pending at the same level in the adjudication procedure.

The Contractor shall be paid at the rate of $80.00 for each hour of attendance at federally mandated training attended by the Contractor.

The Contractor shall be paid at the rate of $80.00 for each hour of training provided by the Contractor to the State.

The Contractor shall be paid at the rate of $80.00 for each hour of administrative consultation provided by the Contractor to the State.

Total remuneration under this contract shall not exceed $14,044,000.00. The rates of payment and total remuneration are identified on Attachment AM1, attached and incorporated by reference herein.

2. The following other clauses in the Contract are amended as follows:

Confidentiality of State Information. Paragraph 11 relating to Confidentiality is hereby deleted in its entirety and replaced with the following:

> The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the

Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and 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 immediately report any unauthorized disclosures of Social Security numbers to the FSSA HIPAA Compliance Office.

Security and Privacy of Health Information. Paragraph 38 relating to HIPAA is hereby deleted in its entirety and replaced with the following:

A. HIPAA. If the Contractor receives Protected Health Information (PHI) from the State and such PHI is determined to be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"),the Contractor agrees to comply with all such requirements, including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to the contract, to maintain compliance during the term of the contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under the contract. The Contractor agrees to comply with all applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

1.Implementing the following HIPAA requirements for any forms of PHI that the Contractor receives, maintains, or transmits on behalf of State:

a. Administrative safeguards under 45 CFR § 164.308
b. Physical safeguards under 45 CFR § 164.310
c. Technical safeguards under 45 CFR § 164.312
d. Policies and procedures and documentation requirements under 45 CFR § 164.316;

2. Implementing a disaster recovery plan, as appropriate, which includes mechanisms to recover data and/or alternative data storage sites, as determined by State to be necessary to uphold integral business functions in the event of an unforeseen disaster;

3. Not using or further disclosing PHI other than as permitted or required by this Contract or by applicable law;

4. Immediately reporting to the FSSA HIPAA Compliance Office any security and/or privacy incident of which the Contractor becomes aware;

5. Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the FSSA HIPAA Compliance Office any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;

6. Ensuring that any subcontractors or agents to whom the Contractor provides PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding PHI and agrees to implement the required safeguards to protect it;

7. Making the Contractor's internal practices, books and records related to the use or disclosure of PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State compliance with applicable law. The Contractor shall immediately notify the FSSA HIPAA Compliance Office upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the FSSA HIPAA Compliance Office with copies of any materials made available in response to such a request;

8. In accordance with procedures established by the State , making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;

9. Making available PHI for amendment and incorporating any amendments to PHI in accordance with 45 CFR § 164.526, if the Contractor maintains PHI subject to amendment;

10. In accordance with procedures established by the State, making PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;

11. At the discretion of the State, authorizing termination of the Contract if Contractor has violated a material provision of this Section;

12. At the termination of the Contract, return or destroy all PHI received or created under the Contract. If State determines return or destruction is not feasible, the protections in this agreement shall continue to be extended to any PHI maintained by the Contractor for as long as it is maintained.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs

thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

B. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the FSSA HIPAA Compliance Office.

Electronic Transaction Standards Compliance. Paragraph 48 is a new paragraph added in its entirety as follows:

To the extent that the Contractor conducts a "standard transaction" (as defined by 45 CFR § 162.103) on behalf of State the Contractor shall comply with the Transaction Standards, as may be amended from time to time, and shall provide documentation of its compliance with them, including a summary of project plans for remediation, status reports of remediation efforts, summary of text results, copies of certifications, if any, and the Contractor's statement affirming completion of all requirements. Such compliance shall be maintained at no additional cost to the State.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of Contractor's breach of this Section.

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

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

EDS #GA06-8-49-08-DA-9702
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 the undersigned's 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.

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

Indiana Disability Determination Consultant, LCC (Where Applicable)

By: _____
Printed Name: JOELLE J. LARSEN
Title: Chairman
Date: 4/15/10

Attested By: _____

Indiana Family and Social Services Administration:

_____
Julia Holloway, Chief of Staff
Division of Disability and Rehabilitative Services
Date: 4/22/10

Department of Administration

_____ (for)
Mark W. Everson, Commissioner
Date: 4/27/10

State Budget Agency

_____ (for)
Christopher A. Ruhl, Director
Date: 5/12/10

APPROVED as to Form and Legality:
Office of the Attorney General

_____ (for)
Gregory F. Zoeller, Attorney General
Date: May 14, 2010

ATTACHMENT DOCUMENT SUMMARY
3/25/2010

ATTACHMENT: AM1
AGREEMENT #: 49-08-DA-9702
AGREEMENT TERM: 07/01/2007-06/30/2011

VENDOR INFORMATION:

LEGAL NAME:	IND DISABILITY DETERMINATION
MAILING ADDRESS:	11950 PROMONTORY COURT Indianapolis, IN 46236
CONTACT NAME:	WILLIAM SHIPLEY
EMAIL ADDRESS:	WILLIAMASHIPLEY@AOL.COM
TELEPHONE NUMBER:	(317) 684-7171
FAX NUMBER:	(317) 684-7172
DIRECTOR'S NAME:	WILLIAM SHIPLEY
TELEPHONE NUMBER:	(317) 684-7171
FAX NUMBER:	(317) 684-7172
FSSA CONTRACT CONTACT:	McKay, Bruce A (317) 232-6487
EMAIL ADDRESS:	Bruce.McKay@fssa.in.gov
FID/SSN:	XX-XXX4877
CHANGE NUMBER:	CH1

STATUTORY INFORMATION:
I.C. 12-9-2-1 et. seq.

FINANCIAL SUMMARY:

CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
49-08-DA-9702-01	4789	Disability Dete	07/01/2007-06/30/2008	ZERO-BASED
49-08-DA-9702-02	4789	Disability Dete	07/01/2008-06/30/2009	ZERO-BASED
49-08-DA-9702-03	4789	Disability Dete	07/01/2009-06/30/2010	ZERO-BASED
49-08-DA-9702-04	4789	Disability Dete	07/01/2010-06/30/2011	ZERO-BASED
TOTAL DOLLAR AMOUNT:				$14,044,000.00

CLAIM PROGRAM ID:	49-08-DA-9702-01		
PROGRAM TOTAL:	ZERO-BASED	**COUNTY:**	MARION
FUND DESCRIPTION:	Disability Deter Cons SFY08-11	**CFDA NUMBER:**	96.001
FEDERAL YEAR:	2007		
EFFECTIVE DATES:	07/01/2007-06/30/2008	**STATE YEAR:**	2008
ADVANCE DUE DAYS:	0	**ADMINISTRATIVE CAP:**	0.00
ADVANCE PERCENT:	0.0000%	**CLOSE OUT DATE:**	08/29/2008
NMT PERCENT:	0.0000%	**NMT DOLLARS:**	0.00
MATCH PERCENT:	0.0000%	**MATCH AMOUNT:**	0.00
FEDERAL PERCENT:	0.0000%	**STATE PERCENT:**	0.0000%
PRIVATE PERCENT:	0.0000%	**OTHER PERCENT:**	0.0000%

SERVICE INFORMATION: **4789 DISABILITY DETERM.**
SERVICE EFF DATES: **7/1/2007-6/30/2008**

COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.2	PSYCHOLOGIST	7/01/07-6/30/08	CASE REVIEWS	40.0000
.6	PROVIDER TRAINING	7/01/07-6/30/08	PER HOUR	80.0000
.7	TRAINING ATTENDED	7/01/07-6/30/08	PER HOUR	80.0000
.10	ADMINISTRATIVE CONSULTATIO	7/01/07-6/30/08	PER HOUR	80.0000

SERVICE TOTAL: ZERO-BASED

CLAIM PROGRAM ID:	49-08-DA-9702-02		
PROGRAM TOTAL:	ZERO-BASED	**COUNTY:**	MARION
FUND DESCRIPTION:	Disability Deter Cons SFY08-11	**CFDA NUMBER:**	96.001
FEDERAL YEAR:	2008		
EFFECTIVE DATES:	07/01/2008-06/30/2009	**STATE YEAR:**	2009
ADVANCE DUE DAYS:	0	**ADMINISTRATIVE CAP:**	0.00
ADVANCE PERCENT:	0.0000%	**CLOSE OUT DATE:**	08/29/2009
NMT PERCENT:	0.0000%	**NMT DOLLARS:**	0.00
MATCH PERCENT:	0.0000%	**MATCH AMOUNT:**	0.00
FEDERAL PERCENT:	0.0000%	**STATE PERCENT:**	0.0000%
PRIVATE PERCENT:	0.0000%	**OTHER PERCENT:**	0.0000%

SERVICE INFORMATION: **4789 DISABILITY DETERM.**
SERVICE EFF DATES: **7/1/2008-6/30/2009**

COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.2	PSYCHOLOGIST	7/01/08-6/30/09	CASE REVIEWS	40.0000
.6	PROVIDER TRAINING	7/01/08-6/30/09	PER HOUR	80.0000
.7	TRAINING ATTENDED	7/01/08-6/30/09	PER HOUR	80.0000
.10	ADMINISTRATIVE CONSULTATIO	7/01/08-6/30/09	PER HOUR	80.0000

SERVICE TOTAL: ZERO-BASED

CLAIM PROGRAM ID:	49-08-DA-9702-03		
PROGRAM TOTAL:	ZERO-BASED	**COUNTY:**	MARION
FUND DESCRIPTION:	Disability Deter Cons SFY08-11	**CFDA NUMBER:**	96.001
FEDERAL YEAR:	2009		
EFFECTIVE DATES:	07/01/2009-06/30/2010	**STATE YEAR:**	2010
ADVANCE DUE DAYS:	0	**ADMINISTRATIVE CAP:**	0.00
ADVANCE PERCENT:	0.0000%	**CLOSE OUT DATE:**	08/29/2010
NMT PERCENT:	0.0000%	**NMT DOLLARS:**	0.00
MATCH PERCENT:	0.0000%	**MATCH AMOUNT:**	0.00
FEDERAL PERCENT:	0.0000%	**STATE PERCENT:**	0.0000%
PRIVATE PERCENT:	0.0000%	**OTHER PERCENT:**	0.0000%

SERVICE INFORMATION: 4789 DISABILITY DETERM.
SERVICE EFF DATES: 7/1/2009-6/30/2010

COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.2	PSYCHOLOGIST	7/01/09-6/30/10	CASE REVIEWS	40.0000
.6	PROVIDER TRAINING	7/01/09-6/30/10	PER HOUR	80.0000
.7	TRAINING ATTENDED	7/01/09-6/30/10	PER HOUR	80.0000
.10	ADMINISTRATIVE CONSULTATIO	7/01/09-6/30/10	PER HOUR	80.0000

SERVICE TOTAL: ZERO-BASED

CLAIM PROGRAM ID:	49-08-DA-9702-04		
PROGRAM TOTAL:	ZERO-BASED	**COUNTY:**	MARION
FUND DESCRIPTION:	Disability Deter Cons SFY08-11	**CFDA NUMBER:**	96.001
FEDERAL YEAR:	2010		
EFFECTIVE DATES:	07/01/2010-06/30/2011	**STATE YEAR:**	2011
ADVANCE DUE DAYS:	0	**ADMINISTRATIVE CAP:**	0.00
ADVANCE PERCENT:	0.0000%	**CLOSE OUT DATE:**	08/29/2011
NMT PERCENT:	0.0000%	**NMT DOLLARS:**	0.00
MATCH PERCENT:	0.0000%	**MATCH AMOUNT:**	0.00
FEDERAL PERCENT:	0.0000%	**STATE PERCENT:**	0.0000%
PRIVATE PERCENT:	0.0000%	**OTHER PERCENT:**	0.0000%

SERVICE INFORMATION: 4789 DISABILITY DETERM.
SERVICE EFF DATES: 7/1/2010-6/30/2011

COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.2	PSYCHOLOGIST	7/01/10-6/30/11	CASE REVIEWS	40.0000
.6	PROVIDER TRAINING	7/01/10-6/30/11	PER HOUR	80.0000
.7	TRAINING ATTENDED	7/01/10-6/30/11	PER HOUR	80.0000
.10	ADMINISTRATIVE CONSULTATIO	7/01/10-6/30/11	PER HOUR	80.0000

SERVICE TOTAL: ZERO-BASED