EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

AG

Instructions for completing the EDS and the Contract process.

DEC 05 2006

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.

1125

JT

1. EDS Number:	2. Date prepared:
VR1-7-48-07-VF-2680	10/20/2006

3. CONTRACTS & LEASES

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

FISCAL INFORMATION

4. Account Number: 6000-17242.537000	5. Account Name: LOCAL PROJECTS
6. Total amount this action: $622,032.00	7.New contract total: $622,032.00
8. Revenue generated this action: $0.00	9.Revenue generated total contract: $0.00

10.New total amount for each fiscal year :

Year 2007 $622,032.00
Year ____ $ ____
Year ____ $ ____
Year ____ $ ____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):	12. To (month, day, year):
1/1/2027	12/31/2007

13. Method of source selection:
___ Bid/Quotation ___ Emergency ___ Negotiated ___ Special Produrement
X RFP# 5-35 ___ Other *(specify)* ________

AGENCY INFORMATION

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

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

AGENCY CONTACT INFORMATION

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

19. E-mail address: Bruce. McKay@fssa.in.gov

COURIER INFORMATION

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

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

VENDOR INFORMATION

23 Vendor ID # 0000001068

24. Name:	25. Telephone #:
CENTER FOR MENTAL HEALTH INC	(765) 649-8161

26. Address: PO BOX 1258
ANDERSON, IN 46015

27. E-mail address: rich@sfmh.org

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	30. If yes, list the %:
Minority: ___ Yes X No	Minority: ___ %
Women: ___ Yes X No	Women: ___ %

31 Sub Vendor:M/WBE	32. If yes, list the %:
Minority: ___ Yes X No	Minority: ___ %
Women: ___ Yes X No	Women: ___ %

33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
X Yes ___ No	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)*:
I.C. 12-9-1-1 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 agreement is to continue providing training and technical assistance to community mental health centers in developing placement services for person with serious mental illness.

RECEIVED
DEC 11 2006
OAG CONTRACTS

38. Justification of vendor selection and determination of price reasonableness:
This vendor was selected as a result of submitting a response to RFP 5-35 that was issued in 2005. The RFP called for the vendor to receive 4 years of funding. A review team reviewed costs and program goals and recommended this vendor be selected to provide the requested services under RFP 5-35. This vendor has received a contract under this RFP for the past two years. VRS requested the vendor submit a third year proposal to continue the project under RFP 5-35. This is the third year contract and costs are the same as the first two years.

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

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
44.Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

14703-000

Claims Mgmt

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

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4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number:	2. Date prepared:
VR1-7-48-07-VF-2680	10/20/2006

3. CONTRACT & LEASES

- __ Professional/Personal Services
- __ Grant
- __ Lease
- __ Attorney
- __ MOU
- __ QPA ____
- ✓ Contract for procured Services
- __ Maintenance
- __ License Agreement
- __ Amendment # ____
- __ Renewal # ____
- __ Other____

FISCAL INFORMATION

4. Account Number: 6000/172420.537000	5. Account Name: Local Projects FFY 07
6. Total amount this action: $622,032.00	7. New contract total: $622,032.00
8. Revenue generated this action:	9. Revenue generated total contract:

10. New total amount for each fiscal year:

Year 2007 $ 622,032.00 Year ____ $ ____

Year ____ $ ____ Year ____ $ ____

TIME PERIOD COVERED IN THIS EDS

11. From(month, day, year): 01/01/2007	12. To(month, day, year): 12/31/2007

13. Method of source selection:

- ____ Bid/Quatation
- ____ Emergency
- ____ Negotiated
- ____ Special Procurement
- ✓ RFP # 5-35
- ____ Other (specify) ____

AGENCY INFORMATION

14. Name of agency: FSSA/DDARS/VRS	15. Requisition Number:

16. Address: 402 West Washington Street, Room W453
P. O. Box 7083
Indianapolis, IN 46207-7083

AGENCY CONTACT INFORMATION

17. Name: McKay, Bruce A	18. Telephone #: (317) 232-6487

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# 35-1143925

24. Name: THE CENTER FOR MENTAL HEALTH INC	25. Telephone #: (765) 649-8161

26. Address: PO BOX 1258
ANDERSON, IN 46015

27. E-Mail address: rich@cfmh.org

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

29. Primary Vendor: M/WBE Minority: ____ Yes ✓ No Women: ____ Yes ✓ No	30. If yes, list the %: Minority: 0 % Women: 0 %
31. Sub Vendor: M/WBE Minority: ____ Yes ✓ No Women: ____ Yes ✓ No	32. If yes, list the %: Minority: 0 % Women: 0 %
33. Is there Renewal Lanuage in the document? ✓ Yes ____ No	34. Is there a "Termination for Convenience" clause in the document? ✓ Yes ____ No

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

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
I.C. 12-9-1-1 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 agreement is to continue providing training and technical assistance to community mental health centers in developing placement services for person with serious mental illness.

38. Justification of vendor selection and determination of price reasonableness:
This vendor was selected as a result of submitting a response to RFP 5-35 that was issued in 2005. The RFP called for the vendor to receive 4 years of funding. A review team reviewed costs and program goals and recommended this vendor be selected to provide the requested services under RFP 5-35. This vendor has received a contract under this RFP for the past two years. VRS requested the vendor submit a third year proposal to continue the project under RFP 5-35. This is the third year contract and costs are the same as the first two years.

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

40. Agency fiscal officer or representative approval John Parks [signature]	41. Date Approved 11-17-06	42. Budget agency approval Charles E. Schalliol [signature]	43. Date Approved 12-8-06
44. Attorney General's Office approval Stephen Carter JBt	45. Date Approved 12/20/06	46. Agency representative receiving from AG	47. Date Approved

PROFESSIONAL/PERSONAL SERVICES CONTRACT
EDS# 48-07-VF-2680

This Contract ("this Contract"), entered into by and between Family and Social Services Administration, Division of Disability and Rehabilitative Services (the "State") and The Center for Mental Health, Inc. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

A. The Contractor will continue a plan to provide training, technical assistance, and data collection services for the purpose of enhancing competitive employment services for persons with mental illness. Incorporated into this plan are partnerships with state agencies, advocacy groups, and professional associations; products aimed at consumers and providers to educate them on supported employment, government entitlements and associated work incentives, and related issues; and continued assessment of how to improve employment outcomes for persons with mental illness.

B. Purpose and Business Requirements:

(1) The Contactor will provide at least 3 regional training opportunities on the following topics:

- Recovery and employment strategies for working with persons with mental illness, including individuals with co-occurring disorders (addictions) and ex-offenders,
- Job matching and retention,
- Employment strategies for individuals from a culture of poverty

(2) The Contractor will provide three competency-focused training sets and two refresher course sets on the following topics:

- Employment Support Specialist Basic Training (ESS 100)
- Employment Support Specialist Refresher Training (ESS 150)
- Employment Support Specialist Advanced Training (ESS 200)
- How Does Going to Work Affect Benefits Training (formerly known as Social Security Work Incentives)
- How Does Going to Work Affect Benefits - Refresher Training (formerly known as Social Security Work Incentives - Refresher)

(3) The Contractor will maintain one (1) liaison per Vocational Rehabilitation Services (VRS) region to facilitate and/or provide training and individual consultation to aid in strengthening partnerships between mental health centers, VRS, and other community services and resources.

(4) The Contractor will produce and disseminate the following publications:

- Moving Ahead Without Fear: Work, Benefits, & You:
- Supported Employment Works!

- Access to Education: Assisting Individuals with Mental Illness to Enter and Complete Postsecondary Education
- Resource Guide to Funding Employment Programs at Indiana Community Mental Health Centers (to be updated)

(5) The Contractor will promote awareness of successful outcomes and best practices in employment services at mental health centers, community rehabilitation programs, Vocational Rehabilitation Services and Division of Mental Health and Addiction (DMHA) via training, collaboration, media and special events.

(6) The Contractor will educate persons with Serious Mental Illness about employment services and related issues in an effort to increase employment service utilization, outcomes, and career opportunities for these individuals.

(7) The Contractor will collaborate with DMHA, VRS, and other agencies and organizations to address barriers that prohibit the development of fiscally sound employment programs at mental health centers.

(8) The Contractor will collaborate with DMHA, VRS, Social Security Administration, Department of Workforce Development and other agencies and organizations available to help support program viability (e.g., grants)

(9) The Contractor will collect, interpret, and disseminate supported employment data from participating mental health centers through an agreement with Ball State University's Social Science Research Center (SSRC).

C. Expectations/Performance Measures

(1) Increase employment staff job retention

(2) Employment staff will demonstrate increased knowledge of government entitlements and associated work incentives.

(3) The Contactor will provide at least 3 regional training opportunities as identified in section 1.B.(1).

(4) The Contractor will provide three competency-focused training sets and two refresher course sets identified in section 1.B.(2).

(5) The Contractor will produce and disseminate the publications identified in section 1.B.(4).

D. Reporting Requirements

The Contractor will provide quarterly reports and one annual report outlining progress in each of the areas identified under 1. B. Purpose and Business Requirements and 1.C. Expectations/Performance Measures. Quarterly reports are to include a copy of the sign in roster of attendees at each training session provided during that quarter. Quarterly reports are due by the 15th of the following month after the end of the quarter and the annual report is due the 15th of the month after the end of the contract. Reports are to be sent to:

Jonathan Kraeszig
Division of Disability and Rehabilitative Services
Vocational Rehabilitation Services
402 West Washington Street
P.O. Box 7083
Indianapolis, IN 46207-7083

2. Consideration. The parties agree that total remuneration under this agreement to the Contractor will not exceed $622,032.00 and shall be in arrears and consistent with the line item budgets/components identified in Attachment A, attached and incorporated by reference herein.

Costs will be reimbursed for project related expenses under service components for staff salaries and benefits, equipment, training, travel and support costs. This is a cost reimbursement contract and a financial close out report or reconciliation may be required.

Payments will be made based upon State satisfaction with Contractor's performance of contract requirements as identified in section 1. Duties of Contractor and objectives as identified in Contractor's Proposal, Exhibit 1, attached and incorporated by reference herein.

The salary and benefit amounts per position and equipment item amounts identified on Attachment under Special Conditions/CPID Notes may be exceed by 10% provided the total amount identified per component description on Attachment A is not exceeded.

Monthly claims are to include an attached break out of salary and benefits cost being claimed by position. Claims for equipment items are to include copies of paid invoices.

3. Term. This Contract shall be effective for a period of one (1) year. It shall commence on January 1, 2007 and shall remain in effect through December 31, 2007.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

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

6. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

7. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the Contractor when accepted by the State.

8. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq*., IC § 4-2-7, *et. seq*., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6 and 4-2-7 ~~8~~

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

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

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7

[Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information. 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.

Attached hereto and incorporated herein by reference as Exhibit 2 is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

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 Contract;
2. An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the State.

C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State. The obligation under this section extends only to those facts that the Contractor knows or reasonably could know.

13. Continuity of Services - Deleted.

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

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

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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

17. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, the Contractor hereby further agrees that this Contract 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. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Option. - Deleted

19. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

20. Funding Cancellation. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

22. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **<u>not</u>** provide such indemnification to the Contractor.

23. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

24. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

25. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $1,000,000 per occurrence unless additional coverage is required by the State.

2. Automobile liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth

above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

26. Key Person(s). - Deleted

27. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor, 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, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

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

The schedule of funding set forth on Attachment A shall not be modified by Contractor without the prior written approval of state. In the event State permits such a modification, such changes may not require the execution of a formal amendment, but may be accomplished by written letter agreement between the Director of the Division of Disability, Aging and Rehabilitative Services and Contractor's authorized representative so long as the TOTAL DOLLAR AMOUNT of the Contract is not increased.

29. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	AMOUNT
None					

30. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

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

A. Notices to the State shall be sent to:
Peter A. Bisbecos, Director
Division of Disability and Rehabilitative Services
402 West Washington Street
P.O. Box 7083
Indianapolis, IN 46207

B. Notices to the Contractor shall be sent to:
Dennis Born
Center for Mental Health, Inc.
1100 Broadway
Anderson, IN 46012

32. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) any attachments prepared by the State, (3) Contract's Proposal, attached and incorporated by reference and (4) any attachments prepared by Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

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

34. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

35. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

36. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

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

38. Security and Privacy of Health Information. The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, 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.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard 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 this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

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

40. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

41. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

42. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

43. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

44. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

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

46. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request

47. 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 February, 2006 IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

11. Confidentiality of State Information – Modified
13. Continuity of Services – Deleted
18. Employment Option – Deleted
25. Insurance – Modified
26. Key Person(s) – Deleted
28. Merger & Modification – Modified
32. Order of Precedence; Incorporate by Reference – Modified

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

EDS # 48-07-VF-2680

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.

(Contractor:)

By: X C. Richard DeHaven

Printed Name: C. Richard DeHaven

Title: President / CEO

Date: 11/10/06

(Where Applicable)

Attested By:________________

(State of Indiana Agency):

Peter A. Bisbecos, Director

Division of Disability and Rehabilitative Services

Date: 11/28/06

Department of Administration

By: (for)

Carrie Henderson, Commissioner

Date: 12/6/06

Date:________________

Office of Management and Budget

(for)

Charles E. Schalliol, Director

Date: 12-8-06

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

(for)

Stephen Carter, Attorney General

Date: 12/20/06

ATTACHMENT DOCUMENT SUMMARY	ATTACHMENT:	A
	AGREEMENT #:	48-07-VF-2680
	AGREEMENT TERM:	01/01/2007-12/31/2007

VENDOR INFORMATION:

LEGAL NAME:	THE CENTER FOR MENTAL HEALTH INC
MAILING ADDRESS:	PO BOX 1258 ANDERSON, IN 46015
CONTACT NAME:	C. Richard DeHaven
EMAIL ADDRESS:	rich@cfmh.org
TELEPHONE NUMBER:	(765) 649-8161
FAX NUMBER:	(765) 641-8238
FSSA CONTRACT CONTACT:	McKay, Bruce A (317) 232-6487
EMAIL ADDRESS:	Bruce.McKay@fssa.in.gov
FID/SSN:	35-1143925
CHANGE NUMBER:	ORIG

STATUTORY INFORMATION:

I.C. 12-9-1-1 et. seq.

FINANCIAL SUMMARY: CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
48-07-VF-2680-01	4502	Local Projects	01/01/2007-12/31/2007	$622,032.00
TOTAL DOLLAR AMOUNT:				$622,032.00

ATTACHMENT DOCUMENT DETAIL

ATTACHMENT:	A
AGREEMENT #:	48-07-VF-2680
AGREEMENT TERM:	01/01/2007-12/31/2007

CLAIM PROGRAM ID:	48-07-VF-2680-01		
PROGRAM TOTAL:	622,032.00	**REGION:**	Statewide
FUND DESCRIPTION:	Local Projects FFY 07	**CFDA NUMBER:**	84.126A
ACCOUNT NUMBER:	6000-172420	**FEDERAL YEAR:**	2007
EFFECTIVE DATES:	01/01/2007-12/31/2007	**STATE YEAR:**	2007
ADVANCE DUE DAYS:	0	**ADMINISTRATIVE CAP:**	0.00
ADVANCE PERCENT:	0.0000%	**CLOSE OUT DATE:**	02/29/2008
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: **4502 CONSULTING AND TRAI**
SERVICE EFF DATES: **01/01/2007-12/31/2007**

COMPONENT DESCRIPTION		**COMPONENT DATES**	**UNITS**	**RATE**	**AWARD AMT**
.1	SALARIES	1/01/07-12/31/07	ACTUAL COST	1.0000	305,904.16
.2	BENEFITS	1/01/07-12/31/07	ACTUAL COST	1.0000	83,969.66
.3	TRAVEL	1/01/07-12/31/07	ACTUAL COST	1.0000	44,500.00
.4	TRAINING	1/01/07-12/31/07	ACTUAL COST	1.0000	15,600.00
.5	EQUIPMENT	1/01/07-12/31/07	ACTUAL COST	1.0000	28,838.00
.6	SUPPORT COSTS	1/01/07-12/31/07	ACTUAL COST	1.0000	143,220.18
SERVICE TOTAL:					622,032.00

SPECIAL CONDITIONS / CPID NOTES:

Salaries and Benefits

Positions	% of Time on Project	Salary	Benefits
(1) Manager	100	$ 59.384.00	$16,300.91
(1) Supervisor	100	$ 45,500.00	$12,489.75
(4) Consultant	100	$154,788.00	$42,488.51
(1) Admin Assist	100	$ 23,764.00	$ 6,523.22
(1) Support Staff	100	$ 21,320.00	$ 5,852.34
Casual Labor	100	$ 1,148.16	$ 314.93
TOTAL		$305,904.16	$83,969.66

Equipment

Item	Quantity	Price per Item	Total Cost
Xerox Work Center 7665 w/pro finish Hi cap feeder	1	$26,444.00	$26,444.00
Treo Smartphones	6	$ 399.00	$ 2,394.00
TOTAL			$28,838.00

EXHIBIT 2

CONFIDENTIALITY POLICY

A. All Clients have the right to have their privacy protected. Therefore, all information contained in the record is considered confidential. It is not to be released to other individuals or agencies without the client's expressed written consent except in the following circumstances:

1. Upon receipt of a legitimate subpoena or court order.
2. In the event of a valid medical emergency.
3. If there is evidence to suggest that child abuse has occurred.
4. When a hazard to the public (such as homicide) requires disclosure.

B. All staff members have limited privileged access to confidential information contained in the medical record and MIS system. Staff access shall be restricted to accessing only the medical record information or MIS data necessary to perform their position responsibilities. Staff members are not permitted to remove the record or material contained in the record from Center for Mental Health premises. Contents of the medical record shall not be discussed among staff of the Center unless it is done so in the context of treatment needs/concerns. No employee of the Center shall obtain a record or read the contents of a chart for the sole purpose of "wanting to know."

C. Staff members are not to disclose knowledge of an individual coming to the Center for treatment, nor are they to disclose information from the record to persons outside of the Center unless a valid consent is present.

D. If any unauthorized person asks for information regarding a client, they are to be informed that a signed authorization from the individual in question is required for such disclosure.

E. Staff members are held personally responsible for any information, verbal or written, which they disclose without first going through the Medical Records Department to make sure a valid consent is on file.

F. Upon discovery of any violation of these policies, Administration must be notified. In most instances, some form of disciplinary action up to and including termination will occur.

G. Now or at any time during your employment, if you are or become aware of a client's medical record for which you or another staff member should not have access, you are to immediately notify the Medical Records Manager who will assure that access to the record is restricted.