SEP 20 2010

15722

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process:

SEP 21 2010

IDOA Contracts

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.

11/2

JS

1. EDS Number:	2. Date prepared:
A70-0-108029	8/31/2010

3. CONTRACTS & LEASES

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

FISCAL INFORMATION

4. Account Number: 61910-94000.583110	5. Account Name: ISDH DHHS Fund
6. Total amount this action: $8,010.00	7.New contract total: $44,477.00
8. Revenue generated this action: $0.00	9.Revenue generated total contract: $0.00

10.New total amount for each fiscal year :

Year 2010 $44,477.00

Year ____ $____

Year ____ $____

Year ____ $____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):	12. To (month, day, year):
1/1/2010	11/30/2010

13. Method of source selection: X Negotiated

___ Bid/Quotation ___ Emergency ___ Special Procurement

___ RFP# ___ ___ Other *(specify)* ___

AGENCY INFORMATION

14. Name of agency:	15. Requisition Number:
Department of Health	0000010865

16. Address: 2 N. Meridian Street
Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name:	18. Telephone #:
Sarah Burkholder	317/233-7545

19. E-mail address: sburkholder@isdh.in.gov

COURIER INFORMATION

20. Name:	21. Telephone #:
Joseph Olivadoti	317-233-7573

22. E-mail address: jolivadoti@isdh.in.gov

VENDOR INFORMATION

23 Vendor ID # 0000082958

24. Name:	25. Telephone #:
GARY CITY CONTROLLER	219-632-1231

26. Address: GARY CITY HEALTH DEPARTMENT
1145 W 5TH AVE
GARY, IN 46402-1795

27. E-mail address: shawkins@ci.gary.in.us

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ___ Yes X 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? X Yes ___ 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)*:
410 IAC 1-2.3

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

This amendment will add $8,010 and two additional months, to provide directly observed therapy services and directly observed preventive therapy for high-risk contacts, augmenting the tuberculosis services available in the City of Gary.

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

TB funds from the Centers for Disease Control and Prevention are being awarded due to the growing complexity of TB case management and the need to provide additional surveillance and containment activities in the City of Gary.

RECEIVED

SEP 28 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	42. Budget agency approval	43. Date Approved
	9-17-10		9/27/10
44.Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved
JFS	10-5-10		

44084-001

61910-583110-4003610140300
TB 196-3

Amendment No. 1
EDS Number A70-0-106029

This is an Amendment to the existing Tuberculosis Cooperative Grant Grant Agreement entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **City of Gary Health & Human Services** (hereinafter referred to as the "Grantee") for the period from January 1, 2010 through September 30, 2010, in the amount of $36,467.

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

> The amount of the Grant Agreement is being increased by $8,010 making the new total of the Grant Agreement $44,477. The additional funds will be used to provide directly observed therapy services and directly observed preventive theapy for high-risk contacts, augmenting the tuberculosis services available in the City of Gary. See Attachment A-1, attached hereto, which replaces Attachment A and made a part hereof and incorporated herein by reference as a part of this Grant Agreement. The expiration date of this Grant Agreement is being extended to November 30, 2010.

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

Non-Collusion and Acceptance

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

The rest of this page has been left blank intentionally.

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

Accepted By:

RUDOLPH CLAY
MAYOR,CITY OF GARY
CITY OF GARY HEALTH & HUMAN SERVICES

DATE:

Accepted By:

RICARDO C. HOOD M.D.
HEALTH COMMISSIONER

Accepted By:

SHIRLEY HAWKINS
EXECUTIVE DIRECTOR
GARY HEALTH DEPARTMENT

DATE: Sept 13, 2010

Accepted By:

M.CELITA GREEN
CONTROLLER, CITY OF GARY

DATE: 9/14/10

Certification of Funds:

ALLEN L. COLLIER
DIRECTOR OF FINANCE
DIVISION OF FINANCE
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 9-17-10

Recommended and Approved By:

MICHAEL R. KISTLER
CHIEF FINANCIAL OFFICER
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 9-20-10

Approved:

For

ROBERT D. WYNKOOP
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 9.21.10

Approved:

ADAM M. HORST, DIRECTOR
STATE BUDGET AGENCY
STATE OF INDIANA

DATE: 9/27/10

Approved as to Form and Legality:

GREGORY F. ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE: 10-5-10

Attachment A-1
Gary City Health Department

PURPOSE OF GRANT AGREEMENT:

To provide directly observed therapy (DOT) services and directly observed preventive therapy (DOPT) for high-risk contacts, augmenting the TB services available in the city of Gary, Indiana.

SERVICE RECIPIENTS:

Individuals in the city of Gary.

CONSIDERATION FOR DELIVERABLES AND SCHEDULE OF PAYMENT:

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	Nine Month RATE FY 2010	SCHEDULE OF PAYMENT
One Outreach Worker (ORW) will be responsible for delivering and observing the ingestion of medications, observing, and collecting sputum samples, assisting with contact investigation, educating clients, and transporting clients as needed to medical appointments related to TB care. TB Outreach Workers may assist local health department TB case management activities.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	$40,408	Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The ORW interacts with and performs Directly Observed Therapy/Directly Observed Preventive Therapy (DOT/DOPT) with TB patients to promote adherence to medical regimens, thus assuring continuity and completion of therapy. Actively collaborates with local health department, physicians, hospitals, and laboratories.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.

Programs and seminars will have a TB/HIV element and HIV counseling and testing will be made available to clients followed through this project.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
Activities shall supplement, not supplant the local TB activities necessary for case management, control and prevention of TB in the designated area.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The Outreach Worker will submit *The Tuberculosis Outreach Quarterly Report* (See ATTACHMENT B) to the local supervisor who will sign and address any barriers or problems encountered. A copy of the Report should be sent to the State TB Control Program.	All reports are due by the 10th of the following month for each quarter.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The TB outreach services provided through this Grant Agreement shall be in accordance with the Statewide *Tuberculosis Program Objective* and policies established by the Indiana State Department of Health (See ATTACHMENT C).	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
There will be one Outreach Worker meeting and one Regional meeting during the Grant Agreement Period. Attendance is required.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.

The Outreach Worker must complete, or show proof of having completed, an approved course in *HIV Prevention Counseling.*	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
The Outreach Worker should be available on an as-needed basis to assist in outbreak situations in other geographical areas of the State.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.		Payment shall be due for hours worked and satisfactory completion of Gary City Health Department Deliverables. Such payment shall be paid once monthly in arrears.
Total Salary Costs			**$40,408**
Fringe			**$3,089**
Travel @ $0.40/mile			**$980**
Total Grant Agreement			**$44,477**

The City of Gary will fund additional program personnel, travel, and supplies.

Salary: Community Outreach Worker
Dee Bridges for eleven months @$40,408

Travel: Expenditures will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate being paid by the State of Indiana, whichever is the lesser.

Invoices: All invoices must be accompanied by written documentation of actual expenditures for all claimed items. The Grantee will be paid monthly for hours worked and the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoice.