

OCT 26 2011

17086



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-05)

Instructions for completing the EDS and the Contract process.

Received

OCT 27 2011

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.

1. EDS Number: A70-1-106037	2. Date prepared: 9/29/2011
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 2
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 81910-94000.573100	5. Account Name: ISDH DHHS Fund
6. Total amount this action: \$15,000.00	7. New contract total: \$111,376.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2010	\$22,463.00
Year 2011	\$88,913.00
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 10/1/2010	12. To (month, day, year): 12/31/2011
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP#	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> Emergency	<input type="checkbox"/> Other (specify)

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.)

Amendment #2 will increase by \$15,000 to cover the costs of additional requirements for travel both within and outside of the state and will include FICA in the funding, and continue to provide one regional Tuberculosis Nurse Consultant for 2011, to oversee the local case management of patients, provide education on contact investigation to local health department staff, and physicians in northern Indiana (Districts 1, 2, and 3).

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

Tuberculosis 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.

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

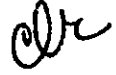
44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved

51775-002


61910-573100-4003610140300
TB 388-3

**Amendment No. 2
EDS Number A70-1-106037**

This is an Amendment to the existing Tuberculosis Cooperative Grant Agreement entered into by and between the Indiana State Department of Health (hereinafter referred to as the "State") and Indiana Public Health Association Inc (hereinafter referred to as the "Grantee") for the period from October 1, 2010 through December 31, 2011, in the amount of \$96,376.

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 \$15,000 making the new total of the Grant Agreement \$111,376. The additional funds will be used to **cover the costs of additional requirements for travel both within and outside of the state.** See Attachment D-1, attached hereto, which replaces Attachment D, and made a part hereof and incorporated herein by reference as a part of this Grant Agreement.

The following paragraph replaces the previous Grant Agreement paragraph:

Paragraph 20A – Additional Payment Terms is amended to read:

The State disburses Grant funds on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed Invoices from the Grantee. Invoices shall be due by the 20th day after the end of each month. Payments shall not exceed \$22,463 for the period of October 1, 2010 through December 31, 2010, and \$88,913 for the period of January 1, 2011 through December 31, 2011. Total remuneration under this Grant Agreement shall not exceed \$111,376.

Paragraph 41 - Employment Eligibility Verification is added to read:

The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Grantee agrees to provide documentation to the State that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Grantee is not required to participate if the Contractor is self-employed and does not employ any employees.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Funding Summary

61910-573100-4003610140300	10/01/10 through 12/31/10	\$ 22,463
61910-573100-4003610140300	01/01/11 through 12/31/11	<u>88,913</u>
Total		\$111,376

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:


JERRY KING
EXECUTIVE DIRECTOR
INDIANA PUBLIC HEALTH ASSOCIATION INC

DATE: 10/20/2011

Certification of Funds:


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

DATE: 10-26-11

Recommended and Approved By:


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

DATE: 10-26-11

Approved:


ROBERT D. WYNKOOP
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 10.27.11

Approved:


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

DATE: 10/31/11

Approved as to Form and Legality:


GREGORY F. ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE: 11/1/11

Attachment D-1
A70-1-106037
Indiana Public Health Association

PURPOSE OF GRANT AGREEMENT:

The purpose of this grant is to provide the following services to the TB/Refugee Health Division of the Indiana State Department of Health (ISDH).

- A. Provide one (1) Regional TB Nurse Consultant to oversee the local case management of patients, provide education on contact investigation to local health department staff, and physicians in Northern Indiana. (Districts 1, 2, & 3)

SERVICE RECIPIENTS: Health Departments and Individuals in Northern Indiana.

GRANT ACTIVITIES

Required Activities	Measurable Criteria	Annual Salary
The Regional Nurse will oversee the county health department case management and contact investigation of TB suspects and cases; identify and bring to the attention of ISDH staff high-risk groups and other areas of concern. The Regional TB Nurses shall attend monthly staff meetings in Indianapolis, unless approval is given before the meeting. The Regional TB Nurses will be responsible to help plan and execute the TB Regional Meetings.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	\$46,995
The Regional Nurse will submit a quarterly report of activities for the specified time period to the local supervisor and a copy to the State TB Program (see ATTACHMENT E-1). This report addresses key issues, highlights, site visits, prevention activities, TB strategies; educational programs presented and attended, and progress in achieving the stated objectives.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	
The Regional Nurse provided through this Grant Agreement shall function in accordance with the <i>Statewide Tuberculosis Program Objectives</i> and policies established by the Indiana State Department of Health (see ATTACHMENT F-1).	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	
The Regional Nurse must complete or show proof of having completed an approved course of Tuberculin Skin Test administration, reading and interpretation and a revalidation each third year.		
The Regional Nurse must complete or show proof of having completed a course in HIV Prevention Counseling.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	

Required Activities	Measurable Criteria	Annual Salary
The Regional Nurses must participate in at least one TB and one HIV training session throughout the year. The Regional Nurse may select the specific course and submit the attendance or completion certificate with the <i>Tuberculosis Regional Quarterly Report</i> to the State TB Program.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	
Regional Nurse may attend at least one out-of-state training approved by the TB Program Director		
Total Salary Costs		\$46,995
FICA		\$3,595
Fringe Benefits		\$11,749
Travel (.40/mile)		\$17,041
Communication Charges		\$1,000
Supplies		\$450
Administrative Fees (10% x 80,830)		\$8,083
Total Grant		\$88,913

- **Salary:** One Regional Nurse for 12 months (\$24.10/hr x 1950 hours) @\$46,995
- **Fringe Benefits:** \$11,749
- **FICA:** \$46,995 x 7.65% = \$3,595
- **Travel:** \$17,041

In-State:

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. In State travel included lodging and per diem costs.

25,000 miles x 0.44/mile = \$11,000

Lodging and per diem costs = \$3,041

Out-of-State:

Reimbursement for out-of-state travel, registration fees, air travel, ground transportation, and hotel will follow State travel regulations. All out-of-state travel using Grant funds must have prior written authorization from the State. Authorization for out-of-state travel must be requested in writing at least eight weeks prior to expected travel date. Up to \$3,000 for Regional Nurse to attend ISDH approved training.

- **Supplies:** \$450
- **Communication Charges:** \$1,000

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.