

20590  
JLC

OCT 01 2014

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process

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

Received  
OCT 02 RECD  
IDOA Contracts

1. EDS Number: A70-4-106098	2. Date prepared: 9/4/2014
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## 3. CONTRACTS &amp; 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# 1
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

## FISCAL INFORMATION

4. Account Number: 61910-94000.573100	5. Account Name: ISDH DHHS Fund
6. Total amount this action: \$3,500.00	7. New contract total: 163,248.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2014	\$159,748.00
Year 2015	\$3,500.00
Year	\$
Year	\$

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 1/1/2014	12. To (month, day, year): 12/31/2014
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.)

Hoosier Uplands will provide to the TB Control Program local TB case management of patients, education on contact investigations to local health department staff, outreach workers, and physicians in Districts 1, 4, 5, 7, 8, 9, 10. Also provide distribution of reimbursement to local health departments for incentives and enablers for TB patients to assure treatment completion, distribution of reimbursement for directly observed therapy (DOT), and reimbursement for approved scholarships for out of state training to approved physicians and nurses. Amendment #1 represents the final 25% of this annual grant, with an increase of \$3,500 for DOT and enabler/incentive reimbursement.

38. Justification of vendor selection and determination of price reasonableness:  
This vendor was chosen after the other two interested vendors were unable to meet the grant requirements. The costs are similar to the provisions of these services in the areas being served.

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

40. Agency fiscal officer or representative approval <i>Joseph Testa</i>	41. Date Approved 10/1/14	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 10/1/14
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 10/15/14	46. Agency representative receiving from AG <i>[Signature]</i>	47. Date Approved



76040-001

**Amendment No. 1**  
**EDS Number A70-4-106098 (TB)**

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 Hoosier Uplands Economic Development Corporation (hereinafter referred to as the "Grantee") for the period from January 1, 2014 through December 31, 2014, in the amount of \$159,748.

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 \$3,500 making the new total of the Grant Agreement \$163,248. The additional funds will be used to provide to the TB Control Program local TB case management of patients, education on contact investigations to local health department staff, outreach workers, and physicians in Districts 1, 4, 5, 7, 8, 9, and 10. See Attachment A-1, attached hereto, which replaces Attachment A, made a part hereof, and incorporated herein by reference as a part of this Grant Agreement.

Paragraph 20 – Federal and State Third-Party Contract Provisions is added to read:

If part of the Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as Attachment D-1 and incorporated fully herein.

**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:

  
DAVID L. MILLER  
CEO  
HOOSIER UPLANDS ECONOMIC DEVELOPMENT  
CORPORATION

DATE:

9-19-14


Recommended and Approved By:

 (for)  
WILLIAM C. VARNES II, MD  
STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

10/11/14

Approved:

 (for)  
JESSICA ROBERTSON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE:

10/3/14

Approved:

 (for)  
BRIAN E. BAILEY, DIRECTOR  
STATE BUDGET AGENCY  
STATE OF INDIANA

DATE:

10/8/14

Approved as to Form and Legality:

 (for)  
GREGORY F. ZOELLER  
ATTORNEY GENERAL OF INDIANA

DATE:

10/15/14

## Attachment A-1

A70-4-106098

### Hoosier Uplands Economic Development Corporation (HUEDC)

#### PURPOSE OF GRANT AGREEMENT:

The purpose of this Grant agreement is for HUEDC to provide the following services to the Tuberculosis Control Program of the Indiana State Department of Health (ISDH). This budget reflects seventy-five percent (75%) of the total annual budget. The budget will be amended to include an additional twenty-five percent (25%) minus any rescissions imposed by the CDC for the 2014 budget in or after September 2014.

- Oversee the local case management of patients; provide education on contact investigation to local health department staff, outreach workers, and physicians in three to four of the ten districts.
- Provide distribution of reimbursement to local health departments for incentives & enablers for TB patients to assure treatment completion
- Provide distribution of reimbursement for directly observed therapy (DOT) to local health departments.
- Provide reimbursement for approved scholarships for training to approved physicians and nurses
- Provide reimbursement for approved costs for a TB conference/workshop

#### SERVICE RECIPIENTS:

Individuals in the designated districts in Indiana for Regional TB Nurse Consultant activities and the entire state for other activities including health educational activities.

#### GRANT ACTIVITIES

Required Activities	Measurable Criteria	Annual Budget	75% of Annual Budget	Remaining Budget
Hire Regional TB Nurse Consultants. The Regional Nurses 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 Nurse shall attend monthly staff meetings in Indianapolis, unless approval is given before the meeting. The Regional TB Nurse will be responsible for working closely with other TB program staff for the planning and execution of the TB Regional Meetings/conferences and workshops.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.	71,816.00	53,862.00	17,954.00
Hire one (1) or two (2) part-time Health Educators who will be responsible for		26,000	19,500	6,500.00

Required Activities	Measurable Criteria	Annual Budget	75% of Annual Budget	Remaining Budget
producing TB-Tid-Bits, all aspects of the Tri-State TB Intensive, represent the TB program as the TB Educational Focal Point. Plan and produce webinars, and other educational activities as assigned.				
The Regional Nurse and Health Educators 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 B). 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 C).	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 revalidation each third year.				
The Regional TB Nurse and Health Educator(s) will be available on an as-needed basis to assist in outbreak situations in other geographic locations within the State.	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 a course in HIV Prevention Counseling.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.			
The Regional Nurse must complete at least 15 hours of continuing education each year related to TB or HIV. The Regional Nurses 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.			
Activities of the Regional Nurse shall supplement, not supplant the local TB activities necessary for control and prevention of TB in the designated area.				
HUEDC will distribute reimbursements for directly observed therapy and contact investigations to TB Program approved local health departments unable to provide these services.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols			

Required Activities	Measurable Criteria	Annual Budget	75% of Annual Budget	Remaining Budget
Hoosiers Uplands will use "Special Project" funds for TB Program approved reimbursement of projects including, but not limited to, covering the costs of incentives and enablers for special situations, including housing and possibly for assistance in management of the recalcitrant patient.	Services to be provided in accordance with the Tuberculosis Control Program Objectives and Protocols.			
HUEDC will use Misc expenditures for TB Program approved training, travel, and other TB/Refugee related program expenses	Services to be provided in accordance with the TB/Refugee Health Division protocols and program objectives			
HUEDC will provide a monthly financial report with line item identification of reimbursements, summary reimbursements from each identified category and balance of grant remaining	Receipt of report and invoice by the 20 <sup>th</sup> of each month for the prior month.			
HUEDC will obtain a W-9 form from all invoice submitters; issue payment on all program approved invoices within 10 business day; process urgent/emergency invoices within 2 business days; and submit summary invoice to ISDH for payment.	Itemized monthly report of invoice submitters, category of invoice, date received and date paid.			
Salary		97,816.00	73,362.00	24,454.00
Fringe		28,455.00	21,341.25	7,113.75
Travel /Lodging/Per diem/ nurse		10,486.60	7,864.95	2,621.65
Scholarships for Travel/Training Out of State		1,708.00	1,281.00	427.00
DOT Reimbursement		10,682.17	7,530.75	3,151.42
Enabler/Incentive Reimbursement		4,028.93	877.50	3,151.43
Supplies		231.00	173.25	57.75
Reimbursement Handling and Processing		1,800.00	1,350.00	450.00
Communication Charges		1,260.00	945.00	315.00
Supervisory Support		900.00	675.00	225.00
TB Conference		5,880.00	4,410	1,470.00
Total Grant		163,247.70	119,810.70	43,437.00
Grant Total (rounded)		163,248.00	119,811.00	43,437.00

- **Salary Regional Nurse: \$62,888**  
Joy Hardacre \$28.00/hr x 1950 hours = \$54,600  
Dawn Sipes \$25.90 x 320 hours = \$8,288
- **Salary Health Educators: \$26,000**  
Barbara Weber-White \$25.00/hr x 520 hours = \$13,000  
Helen Townsend \$25.00/hr x 520 hours = \$13,000
- **Salary Supervisory Services: \$8,928**

#### **ASSOCIATED DELIVERABLES**

- **Fringe Benefits for nurse: \$23,608**
- **Fringe Benefits for health educators: \$1,990**
- **Fringe Benefits for Supervisory Services: \$2,857**

#### **In-State Travel: \$10,486.60**

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.

- Nurse Travel: \$0.44 x 10,00 miles = \$4,440
- Health Educator Travel: \$0.44 x 500 miles = \$220
- Supervisory Travel: 103 miles @ \$0.44 = \$45.32
- Lodging and per diem = \$5,781.28
  - 29 nights in multiple counties @ \$89/night + 12% tax = \$2,890.72
  - 12 night in Indianapolis @ \$99/night + 12% tax = \$1,330.56
  - 60 days of per diem @ \$26/day = \$1,560

#### **Out-of-State Travel: \$1,708**

- 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. Health Educator /Regional TB Nurse is required to attend the Centers for Disease Control and Prevention's annual TB Education and Training Network Conference.
  - National TB Conference in Atlanta GA for TB Regional Nurse = \$1,708
- **Supplies: = \$231**  
Paper, pens, etc. \$115.5 x 2 = \$231
- **Reimbursement for DOT Visits (Rural Counties): \$10,682.17**  
(Amendment budget adjusted based on first 6 months)
- **Reimbursement for Patient Incentives and Enable: \$4,028.93**  
(Amendment budget adjusted based on first 6 months)

- **Handling and Processing Reimbursement Requests: \$1,800**

This covers the costs of maintaining records of submitters' W-9 forms, processing reimbursement requests, cutting checks, mailing, reporting, and most importantly having the ability to turn around an invoice within 2 business days to assure that isolation can be provided for infectious homeless indigent patients who do not need to be in the hospital.  
 $\$150/\text{month} \times 12 \text{ months} = \$1,800$ .

- **Communication Charges: \$1,260**

Cell Phone service plans  $\$105/\text{month} \times 12 \text{ months} = \$1,260$

- **TB Conference: \$5,880**

- Reimbursement for Room rental  $\$800/\text{day} \times 3 = \$2,400$

- **Reimbursement/Scholarships for Lodging**

$\$100/\text{night} \times 2 \text{ nights} \times 15 \text{ people} = \$3,000$

- **Reimbursement/Scholarships for registration**

$\$80 \times 6 \text{ people} = \$480$

- **Supervisory Support: \$900**

- Space and insurance cost: \$270, Legal/consultant = \$90, and Postage/printing supplies \$540

- **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.



**Attachment D-1**  
**C.F.D.A. Title: Tuberculosis Prevention and Control and Laboratory Program**  
**EDS # A70-4-106098**

**Federal Agency: Department of Health & Human Services Centers for Disease Control and Prevention National Center for HIV, Viral Hepatitis, STDs and TB Prevention**

**C.F.D.A. Number: 93.116**

**Award Number: U52PS500520**

**Grant Number: 5U52PS500520-32**

**Award Name: ISDH Tuberculosis Elimination and Laboratory Cooperative**

**Award Year: FY 2014**

**1. Incorporation**

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health & Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation by statutory authority of SEC 301(A), SEC 317 PHS ACT AS AMENDED (42 U.S.C. 247B-6) and all other referenced codes and regulations.
- b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.
- c. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

**2. Anti-kickback Statute**

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

**3. Victims of Trafficking and Violence Protection Act**

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

**4. Accessibility of Services**

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

**Attachment D-1**  
**C.F.D.A. Title: Tuberculosis Prevention and Control and Laboratory Program**  
**EDS # A70-4-106098**

**5. Federal Information Security Management Act (FISMA):**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contain federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

**6. Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR 25.110. Additionally, the entity must review and update the information at least annually after the initial registration.

**7. Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

**8. Federal Funds Disclosure Requirements:**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Department of Health & Human Services Centers for Disease Control and Prevention National Center for HIV, Viral Hepatitis, STDs and TB Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

**9. Equipment and Products:**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 45 CFR 92 defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92.

**10. Federal Funding Accountability and Transparency Act (FFATA):**

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee

**Attachment D-1**  
**C.F.D.A. Title: Tuberculosis Prevention and Control and Laboratory Program**  
**EDS # A70-4-106098**

Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

**11. Federal Lobbying Requirements:**

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Office of Grants Management.