



# MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-7312  
CouncilOffice@co.monroe.in.us

Kate Wiltz, President  
Trent Deckard, President Pro Tempore  
Jennifer Crossley  
Marty Hawk  
Peter Iversen  
Geoff McKim  
Cheryl Munson

## COUNCIL WORK SESSION AGENDA

Tuesday, March 28, 2023 at 5:30 pm

Nat U. Hill Meeting Room and Zoom Connection

<https://monroecounty-in.zoom.us/j/86799913652?pwd=N3UxWkpKR295RmZad1ViY1pldmQyUT09>

Meeting ID: 867 9991 3652

Password: 131411

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.
- Below is the link for ZOOM Meeting Schedule of Monroe County Virtual Public Meetings for your convenience:

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

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"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, [apurdie@co.monroe.in.us](mailto:apurdie@co.monroe.in.us), as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

### 1. CALL TO ORDER

PAGE

### 2. ADOPTION OF AGENDA

### 3. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker)

### 4. DEPARTMENT UPDATES

### 5. HEALTH DEPARTMENT, Lori Kelley

#### A. Request Approval for De-Appropriations

Futures Clinic Grant, 8126-9623

10071	Nurse Practitioner	\$22,000.00
10187	Clinic Manager	\$ 5,000.00
10188	License Practical Nurse	\$ 9,000.00
18001	Full-Time Self Insurance	\$10,000.00
18101	FICA	\$ 5,000.00
18201	PERF	\$ 7,000.00
21112	L.A.R.C.	\$ 6,330.00

**TOTAL \$64,330.00**

6

The Department came to Council on September 27, 2022, with an estimated amount of funding for Title X, as the final award letter had not been received. The award letter was \$64,330 less than what was previously approved, therefore the Department is requesting to de-appropriate the over-appropriated account lines. The Grant period for the TANF funding runs from October 1, 2022 - September 30, 2023. The Department has yet to receive that final award letter and will continue to pull funding from Title X until the final TANF award letter is received. The Department hopes to receive notification on TANF funding in early April.

### B. Request Approval for a De-Appropriation

Disease Intervention- STD Grant, 8180-9623

The Department came to Council on March 22, 2022, with an estimated amount of funding for the Disease Intervention Grant, as the final award letter had not been received. The final award letter was \$926 less than what was previously approved, therefore the Department is requesting to de-appropriate the over appropriated account lines.

### C. Request Approval for a Category Transfer

NACCHO Grant, 8130-0000

21111	Baby & Me Supplies	\$2,500.00
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31110	Baby & Me Services	\$2,500.00
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## 6. EMERGENCY MANAGEMENT, Jamie Neibel

### Request Approval for an Additional Appropriation

44220	Emergency Response Equipment	\$10,000.00
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**AUDITOR/COMMISSIONER, Bri Gregory**

**A. Request Approval for New Account Lines and to Simultaneously Approve Additional Appropriations**

73

American Rescue Plan Act Fund, 8950-0000

\* *New Account Lines*

36712 *Community Assistance (Community Foundation)*

36713 *Permanent Supportive Housing Initiative (Beacon)*

36708	Childcare	\$ 725,000.00
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36709	Rural Housing Repair	\$ 200,000.00
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36712	Community Assistance (Community Foundation)	\$1,200,000.00
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36713	Permanent Supportive Housing Initiative (Beacon)	\$ 500,000.00
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48004	Convention Center Improvements	\$1,059,000.00
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48005	Solar Projects	\$1,011,571.00
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**TOTAL \$4,695,571.00**

The Commissioners' Office is requesting the creation of two account lines and appropriation additions to support approved ARPA projects and ear mark funds for future use. The following projects were previously appropriated; however, were not encumbered. The Commissioners' Office is currently working toward completion of MOU's and would like appropriations in place so that the funding is available once the contracts are in place.

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**B. AUDITOR/COMMISSIONER ENCUMBRANCES, Bri Gregory  
Request Approval of General Obligation Bond Encumbrances**

### **2015 GO Bond Capital Projects, 4806-0000**

76

40060	Cameras and Hardware	\$78,660.09
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**2016 GO Bond B Capital, 4807-0000**

78

40008	Facility Space Remodel	\$48.99
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**2016 GO Bond B Capital, 4808-0000**

80

42505	Parks Vehicle/Tenant Scrubber	\$47,000.00
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45205	Meeting Space Upgrade	\$177,915.57
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**\$224,915.57**

### 2017 GO Bond Capital Projects, 4810-0000

82

20017	Administrative Fees	\$4,250.00
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45205	Health Building Repair/Renovation	\$89.94
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47151	Trail Expansion	\$51,477.34
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**\$55,817.28**

### 2018 GO Bond Capital Projects, 4811-0000

84

40015	Building Remodel	\$18,843.00
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40085	Justice Building Repair	\$10,000.00
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**\$28,843.00**

**2019 GO Bond Capital Projects, 4812-0000**

86

20017	Administrative Fees	\$1,500.00
40014	Building Pin Tucking	\$11,577.78
41104	Vehicle Purchase	\$19,092.41
43310	Roundabout Design & Landscape	\$198,879.40
45151	Property Acquisition	<u>\$211,453.14</u>
		<b>\$442,502.73</b>

**2020 GO Bond Capital Projects, 4813-0000**

88

20017	Administration Fees	\$25,000.00
40002	Furniture	\$339,692.27
41104	Vehicle Purchase	\$72,882.42
42175	ADA	\$6,907.25
47151	Trail Expansion	<u>\$51,031.81</u>
		<b>\$495,513.75</b>

**2021 GO Bond Capital Projects, 4814-0000**

90

20017	Administrative Fees	\$50,000.00
40001	Equipment	\$1,660.00
40022	Bachelor Sidewalk Connector	\$227,100.00
40170	Solar Panels	\$400,000.00
41003	Computer Equipment/Other	\$70,000.00
41104	Vehicle Purchase	\$500,000.00
41121	ADA Title VI Compliance Cap	\$382,990.00
42250	Health Building Repair/Renovation	\$483,913.62
47149	Trail Connector-Liberty/Karst	<u>\$270,000.00</u>
		<b>\$2,385,663.62</b>

**2022 GO Bond Capital Projects, 4815-0000**

92

20017	Administrative Fees	\$54,915.00
40002	Furniture	\$55,495.00
40080	Showers' Building Repair	\$250,000.00
40081	Showers' Building Parking	\$500,000.00
40085	Justice Building Repair	\$75,000.00
42000	Johnson Building Repair	\$15,000.00
42300	Courthouse Repair	\$65,000.00
42501	Parks-Restrooms	\$280,000.00
42506	Equipment-Parks	\$30,000.00
45125	Software and Licenses	\$500,000.00
46300	Dump Truck (lease/purchase)	\$880,000.00
46800	Utility Truck	\$55,000.00
47610	Emergency Notifications	<u>\$329,505.00</u>
		<b>\$3,089,915.00</b>

**2022 BAN 4816-0000**

94

20017	Administrative Fees	\$26,000.00
45151	Property Acquisition	<u>\$10,391,070.00</u>
		<b>\$10,417,070.00</b>

The County General Obligation Capital Project Fund appropriations were not encumbered at the beginning of the year as usual. This is a request for approval to encumber those appropriations now. The State does not have a firm deadline for encumbrances, but just states that the timeframe be reasonable. The Legal Department and Auditor's Office determined the first quarter of the year to be reasonable.

**8. COUNCIL OFFICE, Kim Shell, and Molly Turner-King**

**A. Request to Amend Resolution 2021-18 Clarity of Procedures for Filling Vacancies**

107

The Legal Department recommends for Council consideration the addition of language to this resolution due to the increased number of vacancies. The Council would like to clarify that when giving approval to fill a vacancy it is the Council's expectation that Elected Officials and/or Department Head do so in compliance with the Personnel Policy.

[illegible]

### B. Additional Appropriations Update

Health Department – Fund 8180 – DIS Intervention-STD Grant

Departments with reoccurring grants utilize location numbers to distinguish one grant cycle from another. The Health Department submitted an additional appropriation request for Fund 8180, DIS Intervention-STD in the amount of \$121,758 with a location number of 9624 (This is for grants ending in 2024). This Fund's grant period is from 4/1/2023 – 3/31/2024. It was discovered following the March 14th Council meeting that the wrong location number was approved, 9623. Since this is a grant only utilized by the Health Department the location number was updated to 9624 into LOW Financial. This is an update for the record. No Council action is needed.

## 9. COUNCIL COMMENTS

**10. ADJOURNMENT**

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 03/14/2023

Request Presenter(s): LORI KELLEY

Phone: 812-349-2068

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☒ De-Appropriation of Account Lines

Fund Name: FUTURES CLINIC

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The MCHD came to Council on September 27, 2022 with an estimated amount of funding for Title X, as we had not yet received the final award letter. The final award letter was \$64,330 less than what was previously approved by Council, therefore the Department is requesting to de-appropriate the over-appropriated fund. TANF funding began October 1, 2022 - September 30, 2023 but the department has yet to receive that final award letter. We will continue to pull funding from Title X until the final TANF award letter is received and brought to Council for approval, and then corrections will be made from Title X into TANF to correct running in the negative while awaiting the final award letter rather than coming to Council with a guessed amount of funding moving forward.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

### REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND

***Please contact the Council Administrator to confirm all steps involved for this type of request.***

**DEPARTMENT:** HEALTH

**MEETING DATE REQUESTED** *(Tentative)*: 03/14/2023

**Fund Name:** FUTURES CLINIC

Fund Number: 8126

Location Number: 9623

[illegible]

***Council Staff will notify Department when the De-Appropriation has been completed.***

**Contact the Council Administrator (Ext. 2516) with any questions regarding your request.**

## **AGREEMENT FOR SERVICES**

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department, 119 W. 7th Street, Bloomington, IN 47404** (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

### **RECITALS**

**I.F.H.C.** manages a program entitled “Family Planning Services Program” (hereinafter “the Program”) under a Grant from the United States Department of Health and Human Services (hereinafter “D.H.H.S. Grant”) pursuant to Title X, Section 1001 of the Public Health Service Act, 42 U.S.C. §300, et. seq., as amended from time to time (hereinafter “the Act”). **Sub-Recipient** desires to participate in the Program by conducting a Family Planning Service Project (hereinafter the “Project”), as authorized by the Act, upon the terms and subject to the conditions of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

### **AGREEMENT**

WHEREFORE, **I.F.H.C** and **Sub-Recipient**, in consideration of the mutual representations, warranties, covenants, and other undertakings contained herein, agree as follows:



**I.**

**Term**

The Term of this Agreement shall be from **April 1, 2022 to March 31, 2023**, unless terminated as hereafter provided.

**II.**

**Description and Scope of Services**

**To Be Provided By Sub-Recipient**

2.1 **Sub-Recipient** must provide family planning services to a minimum of 720 unduplicated patients based on the contract period. In the event that the minimum number of unduplicated patients is achieved prior to the end of the Agreement year, **Sub-Recipient** must continue providing Title X services through the end of the Term in order for expenditures against the Title X program to be allowable.

2.2 **Sub-Recipient** shall meet the following performance measures for each clinical site:

- (a) 40% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated females ages under the age of 25 will be tested for Chlamydia,
- (c) 50% of individuals with a positive pregnancy test will be tested for syphilis,
- (d) increase the number of adolescents seen by 3%.
- (e) increase the number of telehealth visits by 2%.
- (f) provide outreach and education opportunities in the community a minimum of two times each quarter.
- (d) **Sub-Recipient** shall have the Client Visit Record (CVR) entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.

(e) **Sub-Recipient** shall demonstrate cost-effectiveness by maintaining an average cost of \$179 based on **I.F.H.C.** contracted funding amount per unduplicated client during the period covered by this Agreement.

2.3 **Sub-Recipient** will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) **Sub-Recipient**'s development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by D.H.H.S. under the Act (hereafter "D.H.H.S. Regulations") and be enrolled as a Medicaid provider.
- (b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training, including the updated Title X Orientation when released, and provide evidence of completed training upon request, including but not limited to human trafficking, child abuse reporting laws; and resisting coercion.

	Clinical Staff	Non-Clinical Staff
**Updated** Title X Orientation –	Yes	Yes
Introduction to Family Planning – At Hire	Yes	No
Title X Clinical Training– At Hire	Yes	No
Title X Financial Orientation	No	Yes
Mandatory Reporting – At Hire and Annually	Yes	Yes
Family involvement and sexual coercion (for adolescents) – At Hire and Annually	Yes	Yes
Human Trafficking – At Hire and Annually	Yes	Yes
Cultural Competency – At Hire	Yes	Yes
Pregnancy Options Counseling and Education – At Hire	Yes	No
HIPAA and client confidentiality –At Hire	Yes	Yes
Non-Discrimination – At Hire	Yes	Yes
Emergency and disaster response and staffs' roles – Annually	Yes	Yes
IFHC HIV Training—At Hire	Yes	No
340B University	Yes	Yes

(c) **Sub-Recipient** shall provide counseling and education on natural family planning methods.

(d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any

time. Program requirements are available at

<https://www.hrsa.gov/opa/program-requirements/index.html> .

- (e) **Sub-Recipient** shall provide basic medical services for basic infertility services.
- (f) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs.
- (g) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.
- (h) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (i) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (j) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, ability to pay, or marital status, and without the imposition of durational residence or referral requirements.
- (k) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (l) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%)

of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant. Sub-Recipient shall take reasonable measures to verify client income, without burdening clients from low-income families. Sub-Recipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients' self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income.

- (m) **Sub-Recipient** shall make reasonable efforts to collect charges without jeopardizing client confidentiality. **Sub-Recipient** shall diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (n) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act, all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards, and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and "I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies", all as amended from time to time. In addition, **Sub-Recipient's** Project shall conform to **I.F.H.C.'s** Medical Standards (hereinafter the "Medical Standards") and

the provision of services as outlined in **Sub-Recipient's** funding application and budget approved by **I.F.H.C.**

- (o) **Sub-Recipient** shall provide family planning medical services:
  - (i) In person or to clients physically in Indiana via telehealth,
  - (ii) That will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning
  - (iii) In compliance with all state practice standards quality family planning standards.
- (p) **Sub-Recipient** shall provide services to all patients as outlined below and detailed the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies, as amended from time to time:
  - (i) Provide and make available written protocols, as approved by **Sub-Recipient's** Medical Director and **I.F.H.C.** at each service site, or when requested;
  - (ii) Provide written plans and procedures for medical and non-medical emergencies;
  - (iii) Provide referrals under a written referral policy;
  - (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
  - (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
  - (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;

- (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
- (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, Gonorrhea and Chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
- (ix) Establish procedures for client notification;
- (x) Provide a broad range of acceptable and effective medically-approved family planning methods (including natural family planning methods);
- (xi) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral;
- (xii) Provide pregnancy testing and counseling. A pregnant client shall be offered the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
- (xiii) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,
- (xiv) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking.
- (q) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate

clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, or be integrated with comprehensive primary care providers.

- (r) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations.
- (s) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (t) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in **I.F.H.C.**'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and **I.F.H.C.**, through the employment of qualified personnel, the provision of safe, effective services which meet the needs of the community, and on-going monitoring and evaluation of services.
- (u) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.
- (v) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter

collectively “HIPAA”); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.

(w) **Sub-Recipient** should incorporate substance use disorder screening and referral when appropriate to help reduce adverse pregnancy-related outcomes and improve individuals’ reproductive health generally.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning. Active involvement by staff in the provision of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion are not allowed. Staff shall sign acknowledgment statements to demonstrate anyone who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

2.5 **Sub-Recipient** shall not consider a family's economic status or ability to pay for services when determining an individual's eligibility for services provided under the Project.

2.6 **Sub-Recipient** Title X project shall be recognized so it is financially separate from activities which are prohibited under Section 1008 of the act. Financial separation is



required to ensure Title X funds are not used for non-Title X services. Evidence of financial separation includes, but is not limited to:

- (a) Utilization of accounting system that includes a separate cost center and budget for the Title X project that allows for the tracking and validation of costs charged to the Title X grant;
- (b) Preparation of monthly financial statements by cost center;
- (c) Detailed transaction reporting in the General Ledger for direct expenses related to service delivery including, but not limited to, items such as travel, purchased labs, contraceptives, etc.; and,
- (d) Existence of separate encounters for services that are outside the scope of Title X with clear allocations to separate cost centers. **I.F.H.C.** requires reasonable allocation methods in **Sub-Recipient's** financial accounting policies and those policies must be reviewed on a routine basis for accuracy and consistency.

2.7 To ensure affordability of services rendered, Sub-Recipient Title X project shall have a process to determine the reasonable cost of providing services in order to establish service charges to recover the reasonable cost of providing Title X services. In accordance with 45 CFR § 75.404, Sub-Recipient Title X project shall consider the following when establishing service charges:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.

- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

### **III.**

#### **Description and Scope of Services** **To Be Provided by I.F.H.C.**

3.1 **I.F.H.C.** shall advise **Sub-Recipient** of all pertinent changes in federal Applicable Law and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying **Sub-Recipient** of such changes will not relieve **Sub-Recipient** of the responsibilities described in this Agreement.

3.2 **I.F.H.C.** shall monitor programmatic and fiscal operations of the **Sub-Recipient** and may require changes to be implemented by the **Sub-Recipient** based on its findings.

3.3 Based on information obtained as a result of **I.F.H.C.** program staff contact with **Sub-Recipient**, including site visits, chart audits, and review of cost and patient data, **I.F.H.C.** may recommend appropriate technical assistance and/or training. If requested, **I.F.H.C.** shall recommend and/or provide appropriate technical assistance and/or training.

3.4 **I.F.H.C.** staff shall be available to **Sub-Recipient** on an ongoing basis to discuss policy and other questions.

### **IV.**

#### **Financial**

4.1 The total amount of Title X (Federal CFDA Number 93.217) funds to be paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **One Hundred Seven Thousand Five Hundred and Ninety-Two Dollars (\$107,592)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the

Term of this Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contract: Monroe County:

<b>Title X</b>	<b>Total Contract Amount</b>
<b>Amount of Allocation for This Grant Period</b>	<b>\$ 107,592</b>
<b>Total of Title X</b>	<b>\$ 107,592</b>

4.2 **Sub-Recipient** shall expend the funds provided by **I.F.H.C.** under this Agreement in accordance with, and only for the purposes and uses permitted by Applicable Law, including, without limitation, D.H.H.S. Regulations, and in accordance with all **I.F.H.C.** policies and procedures, documents required to be filed with **I.F.H.C.**, and its approved budget. **Sub-Recipient's** actual expenditures for any category of its approved budget may deviate up to ten percent (10%) from the amount specified for such line item category (unless such deviation is otherwise prohibited by the terms and conditions of the D.H.H.S. Grant) during the Term of this Agreement. No greater deviation shall be permitted unless agreed to in writing by **I.F.H.C.** **Sub-Recipient's** total expenditures for all categories of its budget shall not exceed the total amount of the approved contract.

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within forty five (45) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties

under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

4.4 All amounts paid by **I.F.H.C.** to **Sub-Recipient**, which are subsequently found to be unallowable under Applicable Law and/or applicable cost principles, shall be refunded by **Sub-Recipient** to **I.F.H.C.** on demand or, at **I.F.H.C.**'s option, may be withheld from amounts thereafter payable to **Sub-Recipient** under this Agreement (e.g. reducing future claims to be reimbursed).

4.5 Program income directly generated by a supported activity or earned as a result of this Federal award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonably expect to receive. **Sub-Recipient** shall comply with applicable program requirements (e.g., 45 CFR § 75.307(e)) to collect and use program income as well as other operational funding. To meet the requirement of payer of last resort, **Sub-Recipient** must disburse program income, rebates, refunds, and interest earned on such funds to cover program costs before requesting additional cash payments from **I.F.H.C.** **Sub-Recipient** shall report program income to **I.F.H.C.** as part of the monthly claim summary and the Family Planning Annual Report (FPAR).

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the U.S. General Services Administration for date and travel location.

4.7 **Sub-Recipient** shall comply with the salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2022 Executive Level II salary of the Federal Executive Pay Scale is \$203,700. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any

income that an individual may be permitted to earn outside of the duties to the applicant organization.

4.8 **Sub-Recipient** shall report to **I.F.H.C.** total compensation for each of your five most highly-compensated executives for the preceding completed fiscal year if:

- (a) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 1770.320 (and subawards); and,
- (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards).

## V.

### **Records and Reports**

5.1 **Sub-Recipient** shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and matching funds, cost-sharing, and program income.

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report shall include a description of Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30<sup>th</sup>) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

5.3 **Sub-Recipient** shall maintain other records and reports which may be required by **I.F.H.C.** or D.H.H.S.

5.4 **Sub-Recipient** shall comply with the statistical and financial requirements of the FPAR.

5.5 **Sub-Recipient** shall, at **I.F.H.C.**'s request, make all Project, medical, and financial records available for review by D.H.H.S., the Comptroller General, or **I.F.H.C.**,

or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

**5.6 Sub-Recipient** shall participate in the collection of all patient and utilization data requested by **I.F.H.C.**, and provide such data to **I.F.H.C.**, or its agent, in the manner designated by **I.F.H.C.**

**5.7 Sub-Recipient** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Recipient's** funding application and approved budget. Such audit shall be conducted in accordance with the provisions of 2 CFR Part 200 and 45 CFR Part 75, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forwarded to **I.F.H.C.** within thirty (30) days of receipt from the auditor or within nine (9) months of the end of the **Sub-Recipient's** fiscal year.

**5.8 Sub-Recipient** shall submit to an additional audit conducted by a designated representative of **I.F.H.C.** upon a showing of circumstances which result in a decision by **I.F.H.C.** that Project funds may have been improperly expended. The expense of such audit shall be borne by **Sub-Recipient**.

**5.9** Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Recipient** shall retain all records pertaining to the Project for three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the D.H.H.S. Grant.

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.
- (b) Personnel and payroll records must be maintained for a minimum of seven (7) years after issuance of the applicable W-2s.

- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

## VI.

### **General Terms and Conditions**

6.1 **Sub-Recipient** shall make no changes in the scope, direction or type of service delivery of the Project, as described in this Agreement, or its approved budget, without the prior written approval of **I.F.H.C.** and/or the Office of Population Affairs

6.2 In performing its duties under this Agreement, **Sub-Recipient** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner or agent of the other.

6.3 **Sub-Recipient** shall comply with all D.H.H.S. Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent and copyrights to **I.F.H.C.**

6.4 **Sub-Recipient** shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the **Sub-Recipient**.

6.5 **Sub-Recipient** shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

6.6 **Sub-Recipient** shall procure and maintain for the Term of the this Agreement fire and extended coverage insurance covering all property owned or controlled by **Sub-Recipient** in an amount not less than its full insurable value. **Sub-Recipient** shall procure and maintain public liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for injury to one person, and Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to more than one person, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property.

6.7 **Sub-Recipient** shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that **Sub-Recipient** and all of its providers and non-physician practitioner(s) qualify as “Qualified Providers” under the Indiana Medical Malpractice Act, I.C. 34-18, et. seq., as amended (hereinafter “Malpractice Act”). **Sub-Recipient** and its providers and non-physician practitioner(s) shall maintain their Qualified Provider status under the Malpractice Act during the entire Term of this Agreement. **Sub-Recipient** shall make available to **I.F.H.C.** annually evidence of such malpractice insurance, and immediately notify **I.F.H.C.** of any provider who ceases to be covered by such insurance, as that provider must immediately cease providing medical services.

6.8 **Sub-Recipient** shall comply with the provisions of the Indiana Workmen’s Compensation Act and shall maintain worker’s compensation and employer’s liability insurance meeting all coverage requirements specified by Applicable Law and a limit of liability for employer’s liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident.

6.9 No insurer with whom **Sub-Recipient** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Recipient** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney’s fees, arising from or connected with, directly, or indirectly, **Sub-Recipient**’s activities or performance of its duties under this Agreement or the acts or omissions of **Sub-Recipient** or its agents’, employees’ or representatives’ actions, omissions, business activities, negligence, recklessness, willful misconduct, or breach of this Agreement. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

6.10 **Sub-Recipient** shall comply with D.H.H.S. Regulations and all other Applicable Law pertaining to real property, equipment, and suppliers acquired with funds provided under this Agreement. **Sub-Recipient** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement, the term



“equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

6.11 **Sub-Recipient** warrants that, to its knowledge, no actions, suits or proceedings are pending or threatened which, if adversely determined, would have a material adverse effect on **Sub-Recipient's** financial condition or its ability to perform the duties under this Agreement.

6.12 **Sub-Recipient** shall give prompt notice to **I.F.H.C.** of any proceedings instituted against **Sub-Recipient** in any court or before any commission or other regulatory body which, if adversely determined, would have a material effect upon the Project, **Sub-Recipient's** assets or operations.

6.13 **Sub-Recipient** shall not pay any finder's fees or commissions to anyone with respect to this Agreement, or the Project, or the actions and transactions contemplated in this Agreement.

6.14 **Sub-Recipient** shall promptly pay all of its debts and obligations connected with this Agreement, including, but not limited to, all lawful claims which, if unpaid, might become a lien upon the property referred to in paragraph 6.10. However, **Sub-Recipient** need not pay any such claim as long as its validity is or shall be contested in good faith by **Sub-Recipient**.

6.15 This Agreement shall be binding on and inure to the benefit of, the parties hereto. The rights and obligations of **Sub-Recipient** under this Agreement shall not be assigned, transferred to or assumed, by merger or any other method, by any other party without the prior written consent of **I.F.H.C.**

6.16 **Sub-Recipient** shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972); Executive Order 11246; the Equal Pay Act of 1963; the Age Discrimination Act of 1967; the Americans with Disabilities Act ("ADA"); the Rehabilitation Act of 1973; and the “Title X Assurance of Compliance”, all as amended from time to time.

6.17 This Agreement supersedes all existing agreements between the parties relating to the subject matter of this Agreement. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this

Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

6.18 Any failure or delay on the part of **I.F.H.C.** in exercising any right, power or privilege under this Agreement shall not operate as a waiver of any part of this Agreement, nor shall a single or partial exercise of any such right, power, or privilege preclude the exercise of any other right, power, or privilege.

6.19 This Agreement, as well as **Sub-Recipient** documents required to be filed with **I.F.H.C.** and its approved budget, shall be deemed to be amended to conform to all Applicable Law and the terms and conditions of the D.H.H.S. Grant. However, no such amendment shall create any additional liability between **I.F.H.C.** and **Sub-Recipient**, not specified or contemplated in this Agreement.

6.20 In the event that any of the provisions, terms or conditions of this Agreement are declared void or unenforceable by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.22 The **Sub-Recipient** shall comply fully with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104). **Sub-Recipient** is legally defined as a "private entity". Provisions applicable to a **Sub-Recipient** that is a "private entity" are as follows.

(a) The **Sub-Recipient**, and its employees, may not:

- (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
  - (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
  - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Recipient** must inform **I.F.H.C.** immediately of any information **Sub-Recipient** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Recipient**:
- (i) Is determined to have violated an applicable prohibition of this Agreement, or;
  - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
    - (a) Associated with performance under this Agreement, or;
    - (b) Imputed to the **Sub-Recipient** using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, as implemented by D.H.H.S. at 2 CFR Part 376.

## VII.

### **Termination of Agreement or Suspension of Payments**

7.1 This Agreement shall terminate automatically if the D.H.H.S. Grant to **I.F.H.C.**, or any portion of such Grant designated by **I.F.H.C.** for **Sub-Recipient's** Project, is transferred to another entity, reduced, suspended or terminated.

7.2 This Agreement may be terminated by **I.F.H.C.** upon thirty (30) days prior written notice to **Sub-Recipient**, if **Sub-Recipient** fails to comply with the provisions of this

Agreement or with any additional requirements or conditions applicable to this Agreement.

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Recipient** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Recipient's** noncompliance is not cured to **I.F.H.C.'s** satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Recipient** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Recipient's** noncompliance at **I.F.H.C.'s** sole discretion. If this Agreement is not already terminated, and if **I.F.H.C.** granted **Sub-Recipient** the opportunity to cure noncompliance pursuant to the foregoing, when **Sub-Recipient's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall be reinstated, subject to adjustment for unauthorized obligations incurred by **Sub-Recipient** before or during the suspension period. The terms of this Paragraph 7.3 are permissive to **I.F.H.C.** Nothing in this Paragraph 7.3 shall be deemed to limit or modify **I.F.H.C.'s** right to terminate this Agreement pursuant to Paragraph 7.2.

7.4 This Agreement may be terminated by **Sub-Recipient** upon thirty (30) days prior written notice to **I.F.H.C.** in the event that:

- (a) **I.F.H.C.** fails to fulfill its obligations under this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act, D.H.H.S. Regulations, or the terms and conditions of the D.H.H.S. Grant would materially increase the costs or other burdens of **Sub-Recipient** in fulfilling its duties under this Agreement.

7.5 This Agreement may be terminated at any time by the mutual agreement of both **Sub-Recipient** and **I.F.H.C.**

7.6 In the event of termination under paragraph 7.1, **Sub-Recipient** shall only receive such payments as are provided and which are available for **Sub-Recipient's** Project under the terms of the D.H.H.S. Grant, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Recipient** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior

to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.8 In the event of any such termination, all finished or unfinished documents, data, studies, and reports prepared by **Sub-Recipient** under this Agreement shall be disposed of according to **I.F.H.C.** instruction. **Sub-Recipient** reserves the right however, to make unrestricted use of data for research and reporting purposes.

7.9 Nothing herein shall be construed to relieve either party of liability for damage sustained by the other by virtue of its breach of the terms and conditions of this Agreement.

## **VIII.**

### **Procedure for Appeal and/or Arbitration**

8.1 **Sub-Recipient** may appeal to the Board of Directors of **I.F.H.C.** in the event **I.F.H.C.** terminates this Agreement pursuant to Paragraph 7.2. **Sub-Recipient** shall not be entitled to submit any dispute regarding termination of this Agreement pursuant to Paragraph 7.2 to arbitration as provided in Paragraph 8.2 unless **Sub-Recipient** first appeals to the Board of Directors of **I.F.H.C.** and complies fully with the procedure therefore as described below.

8.2 The procedure governing such an appeal shall be as follows:

- (a) Written notice of **Sub-Recipient**'s intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Recipient** received notice of **I.F.H.C.**'s termination under Paragraph 7.2.
- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in

turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.

- (d) In the event the Executive Committee disallows such appeal, **Sub-Recipient** shall be notified promptly of such decision.
- (e) In the event the Executive Committee allows such appeal, **Sub-Recipient** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Recipient** and will advise **Sub-Recipient** of its decision within fifteen (15) days after such presentation.

8.3 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

- (a) All decisions rendered pursuant to Paragraphs 8.1 or 8.2 herein.
- (b) All actions for breach of this Agreement or noncompliance brought by either **I.F.H.C.** or **Sub-Recipient**.
- (c) All other actions or claims asserted by **I.F.H.C.** arising from management or administration of the Project by **Sub-Recipient**.
- (d) All other actions or claims asserted by **Sub-Recipient** arising from **I.F.H.C.**'s management or administration of the D.H.H.S. Grant.
- (e) All other disputes relating to this Agreement or the subject matter of this Agreement.

The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Indiana's Arbitration Act, I.C. 34-57-2 *et seq.*, as amended, and that each party shall bear its own costs arising from the arbitration proceedings; *except*, that if the parties cannot agree on the appointment of the arbitrator(s) within ten (10) days following reference of any dispute to arbitration, the appointment of the arbitrator(s) shall be made by the American Arbitration Association.

## **IX.**

### **Notice**

9.1 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to **I.F.H.C.**:

**Indiana Family Health Council, Inc.  
151 N. Delaware Street, Suite 520  
Indianapolis, IN 46204**

If to **Sub-Recipient**:

**Monroe County Health Department  
119 W. 7<sup>th</sup> Street  
Bloomington, IN 47404**

or to such other address as either party shall specify to the other by written notice.

9.2 This Agreement shall be governed, interpreted, construed, and enforced in accordance with the substantive laws of the State of Indiana, without regard to conflict of law principles. Subject only to Paragraph 8.3, the parties hereto irrevocably consent to and waive any objection to the jurisdiction and venue of courts of the State of Indiana, Marion County, with respect to any and all actions related to this Agreement, the interpretation of this Agreement, or the enforcement thereof. Each party agrees not to bring a claim or suit in any other venue. Furthermore, each party hereby expressly agrees and acknowledges that this provision is reasonable and that it has:

- (a) read this provision,
- (b) been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,
- (c) in no way been coerced or forced to agree to this provision.

9.3 **Sub-Recipient** understands and acknowledges that any or all of the documents or records provided to **I.F.H.C.** during the course of the Project may be deemed to be subject to public disclosure under Indiana's Access to Public Records Statute, I.C. 5-14-3 *et seq.*, and **Sub-Recipient** waives any right or claim of liability as against **I.F.H.C.** arising from such disclosure.

X.

Designated Officials

10.1 The Sub-Recipient appoints **Dr. Thomas Sharp** as its designated agent for administering Sub-Recipient's obligations under this Agreement.

10.2 I.F.H.C. appoints **Kristin A. Adams, Ph.D., CHES** as its designated agent for administering I.F.H.C.'s obligations under this Agreement.

10.3 The individuals designated in paragraphs 10.1 and 10.2 are designated for the purpose of notice and convenience, and under no circumstance shall either person identified in Paragraphs 10.1 or 10.2 be held personally or individually liable or responsible for the actions, representations or undertakings contained herein or taken pursuant to this Agreement by I.F.H.C. or Sub-Recipient.

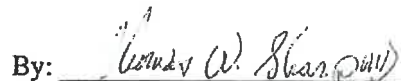
10.4 Either party may change its designated contact for administering this Agreement by providing written notice to the other party of such change as provided in Paragraph 9.1.

**INDIANA FAMILY HEALTH  
COUNCIL, INC.**

By:   
President & CEO

Date: 10/18/22

**MONROE COUNTY  
HEALTH DEPARTMENT**

By:   
Commissioner of Health

Date: 10 17 22

By:   
President, Monroe County  
Commissioners

Date: 10.17.22

By:   
Chair, Monroe County  
Health Board

Date: 10/14/2022



## 27

10071	Nurse Practitioner	\$ 39,000.00
10187	Clinic Manager	\$ 18,700.00
10188	LPN	\$ 18,112.00
17801	Part-Time	\$ 10,150.00
18001	FT Self Insurance	\$ 16,500.00
18101	FICA	\$ 7,632.00
18201	PERF	\$ 11,500.00
20011	Other Supplies	\$ 7,000.00
21112	LARCS	\$ 20,000.00
38110	Services & Charges	\$ 23,328.00

**TOTAL \$171,922.00**

The Department is expected to receive the Title X (ten) grant agreement soon. These funds cover the operational costs of Futures clinic. The Futures Clinic provides family planning health services for adolescents and adults. Birth control counseling and supplies are available on a sliding fee schedule and condoms are provided at of charge. The Department is seeking to appropriate \$171,922 based off of last year's award plus revenue and Long-Acting Reversible Contraceptives (LARC) as in-kind, or payment made of goods or services from Indiana Family Health Council (IFHC).

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## 29

10071	Nurse Practitioner	\$17,081.00
10187	Clinic Manager	\$ 6,109.00
10188	Licensed Practical Nurse	\$ 3,019.00
17801	Part-Time	\$ 1,790.00
18001	FT Self Insurance	\$ 4,583.00
18101	FICA	\$ 892.00
18201	PERF	\$ 1,704.00
20011	Other Supplies	\$ 439.00
21112	LARC	\$ 7,000.00
38110	Services & Charges	\$ 4,383.00

**TOTAL \$47,000.00**

The Department is seeking to appropriate additional funds into TANF that is revenue already received and expected, along with Long-Acting Reversible Contraceptives (LARC), which is in-kind from Indiana Family Health Council (IFHC). \$35,000 in revenue + \$7,000 for LARCs in-kind from IFHC = \$47,000

## 31

\*New Account Line:

30028 Training/Travel

## 30028 Training/Travel

As of 03/08/2023 CASH BALANCE (\$13,099.53)	Acct	Acct Desc	Forward Approp	Original Approp	Addtl Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Incumbrance	Unexpend Pct
- Fund : 8126											
- Fund Desc : Futures Clinic 93.217											
- Loc : 9623											
- Loc Desc : 2023											
8126	10071	Nurse Practitioner/	17,224.40	0.00	0.00	0.00	17,224.40	9,611.96	7,612.44	0.00	44.20%
8126	10187	Clinic Manager	8,542.30	0.00	0.00	0.00	8,542.30	5,773.60	2,768.70	0.00	32.41%
8126	10188	Licensed Practical N	8,140.50	0.00	0.00	0.00	8,140.50	3,168.20	4,972.30	0.00	61.08%
8126	17801	Part-Time	5,016.50	0.00	0.00	0.00	5,016.50	5,702.31	(685.81)	0.00	(13.67%)
8126	18001	FT Self Insurance	8,250.28	0.00	0.00	0.00	8,250.28	4,000.00	4,250.28	0.00	51.52%
8126	18101	FICA	4,184.20	0.00	0.00	0.00	4,184.20	1,840.30	2,343.90	0.00	56.02%
8126	18201	PERF	5,549.53	0.00	0.00	0.00	5,549.53	2,634.62	2,914.91	0.00	52.53%
8126	20011	Other Supplies	4,579.34	0.00	0.00	0.00	4,579.34	1,066.07	3,513.27	0.00	76.72%
8126	21112	L.A.R.C.	17,004.11	0.00	0.00	0.00	17,004.11	2,938.22	14,065.89	0.00	82.72%
8126	38110	Services & Charges	12,574.42	0.00	0.00	0.00	12,574.42	4,113.00	8,461.42	0.00	67.29%
			91,065.58	0.00	0.00	0.00	91,065.58	40,848.28	50,217.30	0.00	55.14%
			91,065.58	0.00	0.00	0.00	91,065.58	40,848.28	50,217.30	0.00	55.14%
			91,065.58	0.00	0.00	0.00	91,065.58	40,848.28	50,217.30	0.00	55.14%
			91,065.58	0.00	0.00	0.00	91,065.58	40,848.28	50,217.30	0.00	55.14%
			91,065.58	0.00	0.00	0.00	91,065.58	40,848.28	50,217.30	0.00	55.14%

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **03/14/2023**  
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☒ De-Appropriation of Account Lines

Fund Name: **DISEASE INTERVENTION STD**

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The MCHD came to Council on March 22, 2022 with an estimated amount of funding for the Disease Intervention fund, as we had not yet received the final award letter. The final award letter was \$926 less than what was previously approved by Council, therefore the Department is requesting to de-appropriate the over-appropriated fund.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

### REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND

***Please contact the Council Administrator to confirm all steps involved for this type of request.***

**DEPARTMENT:** HEALTH

**MEETING DATE REQUESTED** *(Tentative)*: 03/14/2023

**Fund Name:** DISEASE INTERVENTION STD

Fund Number: 8180

Location Number: 9623

[illegible]

***Council Staff will notify Department when the De-Appropriation has been completed.***

**Contact the Council Administrator (Ext. 2516) with any questions regarding your request.**

## GRANT AGREEMENT

**Contract #000000000000000000061835**

This Grant Agreement ("Grant Agreement"), entered into by and between INDIANA DEPARTMENT OF HEALTH (the "State") and MONROE COUNTY HEALTH DEPARTMENT (the "Grantee"), 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. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$170,250.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 5-19-1-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

\_Rebates\_\_\_\_\_

CFDA # \_93.917\_\_\_\_\_

If State Funds: Program Title \_N/A\_\_\_\_\_

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

### 3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

**4. Term.** This Grant Agreement commences on April 01, 2022 and shall remain in effect through March 31, 2023. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

## **5. Grant Funding.**

A. The State shall fund this Grant in the amount of \$170,250.00. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

C. The funds provided thorough this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out the specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the State documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.

## **6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A** and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. Deleted.

**9. Compliance with Laws.**

A. The Grantee 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 or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement 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 Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee 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.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) 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 this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into



this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee 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 Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

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

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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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.

**13. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:  
Indiana Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204  
E-mail: [isdhcontracts@isdh.in.gov](mailto:isdhcontracts@isdh.in.gov)

B. Notices to the Grantee shall be sent to:  
Monroe County Health Department  
ATTN: Penny Caudill, Administrator  
100 West 5<sup>th</sup> Street, Room 204  
Bloomington, IN 47404  
E-mail: [pcaudill@co.monroe.in.us](mailto:pcaudill@co.monroe.in.us)

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, and (4) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Attachment C** and incorporated fully herein.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties-Deleted.**

**26. Amendments.**

No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

**27. HIPAA Compliance.**

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**28. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

\_\_\_\_\_  
Representations and Warranties of the Grantee-Modified  
Implementation of and Reporting on the Project-Modified  
Project Monitoring by the State-Modified  
Insurance-Modified  
Order of Precedence; Incorporation by Reference-Modified  
Grant Funding-Modified  
Compliance with Audit and Reporting Requirements; Maintenance of Records-Modified  
Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties-Deleted.  
Amendments-Added.  
HIPAA Compliance-Added.

### Non-Collusion, Acceptance

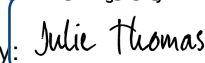
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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


MONROE COUNTY HEALTH DEPARTMENT

By:   
1E0F5FF84AC4468...

Title: President- Julie Thomas

Date: 5/27/2022 | 17:00 EDT

INDIANA DEPARTMENT OF HEALTH

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 5/27/2022 | 18:04 EDT

Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Theodore E Rokita, Attorney General

**Attachment A**

**Monroe County Health Department**

**4/1/2022- 3/31/2023**

**Amount Awarded**

**\$170,250.00**

**Partner Services**

1. No changes or additions to these terms may be made unless the Indiana Department of Health (IDOH) Sexually Transmitted Disease (STD) Prevention Program Director is consulted and an amendment of the contract is executed.
2. In collaboration with the IDOH STD Prevention Program Director, the Grantee will establish objectives and set goals that are commensurate with the IDOH and federal STD cooperative agreement objectives.
3. The Grantee will be required to implement Disease Intervention Specialist (DIS) services and Partner Services (PS) in accordance with program standards and policy guidelines established by the IDOH and applicable IDOH and federal statutes.
4. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with CDC guidance as well as with program standards, policies, and procedures.
5. Only state authorized Disease Intervention Specialists are permitted by Indiana State Code: 410 IAC 1-2.5-26 to investigate HIV and syphilis. The DIS must be approved by the STD program and trained by CDC to investigate cases of syphilis and HIV and complete partner notifications. Therefore, they are the only people who may have access to this information within the STD database. Requests of non-DIS persons must be sent to the STD program for approval prior to receiving access to the STD database.
6. The IDOH, through the STD Prevention Program, reserves the right to approve any person selected for a position supported by this contract and to discontinue financial assistance in the event the person fails to meet the professional standards established by the IDOH STD Program which are hereby incorporated by reference. IDOH approval shall not be unreasonably withheld. The IDOH will provide the agency with recommendations for final candidates based on the candidate's initial interview with the agency and the IDOH STD Prevention Program will review the candidate's application to the program.

7. When a DIS vacancy occurs, the agency will post, hire, and fill the position **within 90 days** of the vacancy. All vacant positions expected to last more than 90 days will need to be approved by IDOH's STD Prevention Program. If the agency fails to adhere to these guidelines, the STD Program reserves the right to de-fund the vacant position. Agencies will collaborate with the IDOH STD Program to find and select a candidate both programs feel can fulfill the contract. This process will be agreed upon by both IDOH and the local agency. The IDOH STD Program staff can assist in the interview process as needed by the agency. IDOH staff can actively participate in the DIS interviews with agency staff or perform second round interviews with potential candidates. Regardless of the STD Program's involvement in the agency's interview process, the Grantee will be responsible for submitting the resumes of preferred candidates who have applied to the DIS position to the IDOH STD Program prior to selecting a final candidate for review. The State will review the candidate's application to the program and provide the agency with recommendations for final candidates based on the candidate's initial interview with the agency and the IDOH STD Prevention Program. State approval shall not be unreasonably withheld. If a candidate is not fulfilling the contract, the IDOH agency will notify the agency and the DIS authorization for that position. As recommended by the STD Program, the agency will need to choose to remove the employee from the grant or terminate the employee who is not fulfilling the contract. Only approved, state authorized DIS will be charged to the IDOH STD Program grant.

8. The Grantee must develop a plan of action for DIS coverage when an individual vacates their employment as a DIS. This includes case investigations, testing coverage, and data entry for the District during the time that the position is vacant. This plan of action must be reviewed and agreed upon by the STD Program.

9. The Grantee will be responsible for the hiring, training, and monitoring of an STD Clinic Lab Technician who will devote 18.96 hours per week to performing stat RPR tests.

10. The Grantee will integrate disease intervention services for chlamydia, gonorrhea, HIV and syphilis infections at the client level.

11. As a Grantee offering a full-time (5 day/week STD services) STD clinic the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will have DIS interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STD program. Clients identified as a priority for chlamydia are specified later in this contract.

12. Grantee agencies who operate clinical services in their STD District will be required to treat cases within two weeks of notification of the infection from the lab. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence of primary and secondary signs or symptoms of syphilis must be treated by the agency immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis. Similarly, if a clinic performs STAT RPR testing, a person with titer of 1:8 or greater in absence of syphilis history that would explain titer, should receive immediate treatment after blood draw.

13. The Grantee will interview at least 85% of all newly diagnosed HIV and early syphilis cases residing in the following counties Vermillion, Parke, Putnam, Vigo, Clay, Owen, Sullivan, Greene, Monroe, Brown, Bartholomew, and Lawrence (hereinafter District 7). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in D1. DIS operating under this contract will complete HIV testing on at least 90% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed in D1; DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.

14. The DIS will provide Early Intervention Services (EIS) to all clients they work with that include identification of individuals at high risk for acquiring HIV and STDs and assist them with accessing services. This will include offering, providing or confirming recent HIV testing on 100% of all clients that interact with the DIS, targeted counseling which includes behavior change modification that meets the client where they are at in their care, referring clients to any services they may need, linking clients to HIV care and care coordination if positive, and providing health education and literacy training that enables clients to navigate HIV and STD care and services.

15. DIS operating under this contract will offer chlamydia interviews at their own discretion within their district. Furthermore, Indiana state code requires DIS offer PS to cases identified as LGV. DIS will offer PS to 100% of all LGV chlamydia cases interviewed in their district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.

16. The DIS operating under this contract will successfully interview **24%** of all priority gonorrhea cases residing in District 1 as enhanced STD Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the



STD Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. DIS will offer PS to 100% of all priority gonorrhea cases interviewed in D1. Priority gonorrhea cases MSM (providers outside GCHD), clients under the age of 20, pregnant women, repeat cases (defined as 2 or more infections within 12 months) infections, co-infection with HIV and/or syphilis. The Grantee will ensure 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS operating under this contract will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.

17. DIS operating under this contract will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.

18. DIS operating under this contract will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 5 working days of receipt of report.

19. DIS operating under this contract must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate.

20. DIS operating under this contract must perform field visits as a part of their investigations as directed by the STD Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS operating under this contract must coordinate and conduct field visits on a weekly basis.

21. The Grantee will implement PS immediately upon receipt of notification of diagnosis for syphilis and HIV.

22. The Grantee will perform other duties for a person living with HIV assigned by the IDOH Division of HIV, STD, Viral Hepatitis, on a person living with HIV residing in District 1.

23. DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STD database prior to submitting case for closure.

24. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.

25. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection to access medical care either directly or by linking them to HIV care coordination) 100% of locatable identified persons as infected with HIV to medical and care coordination services in District 1.
26. The Grantee will correctly document 100% of all cases interviewed in the STD database and the Indiana EvaluationWeb©, no later than 72 hours after the original interview.
27. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons infected with HIV.
28. The Grantee must notify the STD Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STD Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STD database.
29. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS operating under this contract are required to be present for Quality Assurance Reviews when they are scheduled with the STD Prevention Program staff. If a DIS is not able to be present for the review, IDOH needs to be notified at a minimum of 2 weeks in advance to reschedule the event, or as soon as possible if there is an emergency.
30. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative, except as demanded under IDOH statutes. These policies and procedures must include provisions for discipline should violations occur. The Grantee agrees to sign user agreements and abide by STD program data policies of the STD database.
31. The Grantee agrees to have Internet access and meet system requirements required by the Indiana Office of Technology and Compliance when accessing STD database or EvaluationWeb© system.

32. The Grantee will have all DIS sign STD database user agreements and have them on file at the agency.

33. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STD materials (brochures, videos, promotional, etc.) used as educational materials to the STD Program for approval.

34. The Grantee will have all DIS and other service staff **funded** under this contract satisfactorily complete the trainings required by the STD Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently through-out the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.

a. Service staff who are required to complete trainings from the STD Prevention Program, through the DIS Training Coordinator:

- i. Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
- ii. Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
- iii. Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
- iv. Staff who will be seeing or assisting patients suspected of having STD infection more than 40% of their working time.

35. The Grantee will have all other service staff **not funded**, but directly involved in STD activities that are funded by this contract, are subject to satisfactorily complete the trainings at the discretion of the STD Prevention Program Director and/or STD Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STD Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or Operations Manager.

36. The Grantee will collaborate with the STD Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the

DIS Training Coordinator's specific plan for that position. This includes but is not limited to:

- a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
- b. Review the training guides and materials provided by the DIS Training Coordinator
- c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:
  - i. Receiving reports from the trainee about their progress
  - ii. Coaching, teaching, or advising the trainee on STD Program policies and procedures or required DIS skills
  - iii. Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
  - iv. Providing observation or shadowing opportunities for the trainee
  - v. Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
  - vi. Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs

37. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STD Program) after adequate intervention to enhance performance, the STD Prevention Program reserves the right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any nonfunded positions (who are directly involved in STD activities) fail to complete the trainings requested by the STD Director after adequate intervention, and it's determined by the STD Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STD Prevention Program reserves the right to request that position not be involved in STD activities funded by the contract.

- a. Adequate intervention to enhance performance may include but is not limited to:
  - i. Assigned training sessions or webinars from the DIS Training Coordinator.
  - ii. Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
  - iii. Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.
  - iv. Work Improvement Plans (may also be called a Performance Improvement Plan) that are developed by the agency with the STD Program's assistance, if desired.

38. The Grantee will adhere to the training plan as determined by the DIS Training Coordinator and/or the STD Program Director/Operations Manager.

a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STD Prevention Program and adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins in order to proceed with final Authorization.

- i. DIS will be expected to take self-study modules from the National STD Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
- ii. DIS will be required to be trained in HIV testing and counseling, either through the STD Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
- iii. DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
- iv. DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work.

This training plan will culminate in the final Authorization Training. Authorization Training will either be given by the STD Prevention Program or a federally funded training center. Satisfactory completion of Authorization Training and approval from the STD Prevention Program permit a DIS to practice disease intervention and Partner Services in the State of Indiana.

b. Funded positions who are not DIS may be required to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Funded positions who are not DIS do not require Authorization

Training but may require approval for data entry work or basic case management.

c. Non-funded positions who are directly involved in funded STD activities may be requested to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization Training but may require approval for data entry work or basic case management.

39. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STDs, HIV,

Hepatitis C, and other infectious diseases, as needed, and as directed by the Division of HIV/STD/Viral Hepatitis. If directed, the Grantee will assist in the response efforts and reimbursement will be arranged for these efforts.

40. The Grantee, if providing STD clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STD Prevention, HIPPA regulations, as well as CDC's STD Treatment Guidelines.

41. The Grantee will complete the STD Quarterly Provider Report and email to the District's Program Prevention Liaison by the dates set forth by the program.

42. The Grantee will ensure all DIS are in attendance and participate on the quarterly statewide DIS conference calls scheduled for 2022-2023. Any absences must be reported to the STD Program prior to the conference call.

43. The IDOH CT/GC Screening Program allots testing materials and medications that are expected to be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STD services to those clients who are eligible but cannot pay local administrative fees.

44. DIS operating under this contract will adhere to all STD Prevention Program policies and procedures.

45. DIS operating under this contract will assist with STD PCHD grant requirements if assistance is requested by the IDOH STD Prevention Program.

46. DIS operating under this contract will submit 100% of all confirmed syphilis and HIV cases for IDOH STD Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STD database to ensure quality and compliance with CDC's recommendations.

47. The Grantee will ensure all syphilis cases are reviewed on a monthly basis, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STD Prevention Program will train any local staff to review these cases if requested.

48. The Grantee will be required to submit a **monthly** STD invoice, appropriate supporting documentation and STD Tracking Spreadsheet to the STD Prevention Program inbox ([STD@isdh.in.gov](mailto:STD@isdh.in.gov)) by the 15<sup>th</sup> of each month for the previous month's expenditures spent by the STD and Ryan White grants. These invoices will be reviewed and approved by the STD Operation's Manager to ensure the funds claimed on the invoice are being spent in a manner that is consistent with this

contractual agreement. Once approved the invoice will then be sent to IDOH Finance Division for payment.

- a. Appropriate supporting documentation that justifies the expenses and amounts billed for that month's invoice includes but is not limited to the following:
- i. Personnel
  - ii. Fringe
  - iii. DIS Travel (including mileage, conference registration, out of state travel (flight/hotel receipts).
  - iv. Supplies (not included in the outreach supply website)
  - v. Rent
  - vi. Utilities (itemized)
  - vii. Consultant (itemized)
  - viii. Contractual (itemized)
  - ix. Miscellaneous expenses such as; advertising, promotion, education brochures, personal healthcare, printing, etc.

49. The Grantee will be responsible for ensuring the agency receives payment of the STD Invoice they submitted to the STD Prevention Program within 30 days of submission. The STD Prevention Program is not responsible for ensuring the agency themselves receives payment.

50. The Grantee will be required to develop their own process for reconciliation of STD Invoices submitted within the grant period. If the agency identifies they have been unpaid for a STD Invoice, they will work with the program to rectify this invoice. The STD Prevention Program will be unable to perform any reconciliation for STD Invoices submitted 60 days past the end of this grant period.

51. In the instance of a Public Health Emergency (PHE), it is acceptable for DIS to be reassigned within their DIS District to assist in other public health duties. If DIS are reassigned, the agency may use federal funding provided by the STD Program for Public Health Emergency's. An agency must be able to track and account for DIS time spent on this PHE each week and submit this report to the STD Program on a weekly basis.

52. The Grantee's must develop an internal quality management (QM) program and collaborate with the Ryan White Part B Program in the implementation and evaluation of the statewide QM plan. The QM program must be in accordance with HRSA policy. This will include developing an internal quality management structure, determining and monitoring annual goals, collecting standardized performance measures and conducting ongoing quality improvement activities. Grantee's are expected to perform the following activities in order to adhere to the QM Program:

- a. Develop a written quality management plan outlining specific goals and objectives that address improvement in quality of client care and which meets IDOH expectations. Supportive materials and technical assistance will be provided by the HIV Continuum Quality Manager at IDOH.
- b. Develop or access an existing QM committee to direct and oversee implementation of the QM program.
- c. Participate in quality management trainings and technical assistance provided by IDOH;
- d. Engage in statewide QM activities as laid out in the IDOH QM Plan, including, but not limited to, the initiation of organizational QI projects that align with statewide QI projects.
- e. Participate in on-site monitoring by IDOH of the QM Program and activities, when requested.
- f. Send IDOH Progress Reports and Quality Improvement Project Reports as requested.

IDOH will provide guidance and technical assistance, as needed, to help agencies implement a quality management program.

53. Subrecipient will attend all mandatory Technical Assistance Calls and subrecipient meetings required by the Ryan White Program.
54. At discretion of the IDOH STD Program, the Grantee will use IDOH-required data systems to collect, and report required data elements for their funded service categories as requested by the IDOH STD Program and Ryan White Program. Training will be provided by IDOH on how to complete this reporting and reporting will begin at the request of IDOH, with a minimum 1 months' notice in advance of the first report being due.
55. Grantee is required to work in compliance with IDOH Ryan White Part B Service Standards for all RWHAP service categories for which they are funded.



**ATTACHMENT B**  
**\$170,250.00**  
**Monroe County Health Department**  
**4/1/2022-3/31/2023**

**Original**

<b>Category</b>	<b>Amount</b>
SDRWRSR (STD RYAN WHITE SERVICES)	\$170,250.00
<b>TOTAL</b>	<b>\$170,250.00</b>

## **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services

CFDA Number: 93.917

Award Number: X07 HA00033-13-00

Award Name: Ryan White Part B Rebates

### **1) Incorporation**

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and 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 as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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>.

## **5) Federal Information Security Management Act (FISMA)**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains 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 Subtitle A, Chapter II, Part 200. 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 HIV Care Formula Grants from Department of Health and Human Services. 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. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

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) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

#### **10) Federal Funding Accountability and Transparency Act (FFATA)**

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee 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 send the form via e-mail.

#### **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 IDOH Division of Finance.

## 7

<b>6. HEALTH DEPARTMENT, Penny Caudill</b>		
<b>A.</b>	<b>Request Approval of an Additional Appropriation</b>	<b>10</b>
	<u>Futures Clinic, 8126-9622</u>	
20011	Other Supplies	\$1,700.00
38110	Services & Charges	<u>\$ 150.00</u>
	<b>TOTAL</b>	<b>\$1,850.00</b>

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DIS Intervention, 8180-9623

10107	Disease Intervention Specialist Program Coordinator	\$ 46,137.00
10108	Disease Intervention Specialist	\$ 44,489.00
17601	Longevity	\$ 800.00
17801	Part Time	\$ 18,720.00
18001	FT Self Insurance	\$ 22,000.00
18101	FICA	\$ 8,165.00
18201	PERF	\$ 12,545.00
20011	Office Supplies	\$ 2,260.00
30021	Phones & Pagers	\$ 2,300.00
30028	Training/Travel	\$ 9,880.00
38110	Services & Charges	\$ 3,880.00
	<b>TOTAL</b>	<b>\$171,176.00</b>

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NACCHO Grant, 8130-0000

**FROM:**

21111	Baby & Me Supplies	\$960.00
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**TO:**

31110	Baby & Me Services	\$960.00
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[illegible]

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **3/28/2023**  
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: **NACCHO**

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The MCHD has a contract with Welco Inc to provide Baby & Me Tobacco Free Program supplies & services. The grant agency recently approved carry over funding to be spent by the end of December. The Department would like to transfer \$2,500 from the supplies line into the services line in anticipation of upcoming invoices.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.





As of 03/21/23 CASH BALANCE <b>\$5,021.95</b>			Acct	Acct Desc	Ord Approp	Approp	Approp	Approp	tal Approp	enditure	end Balance	umbrance	nexpend Pct
- Fund : 8130													
- Fund Desc : NACCHO Grant 93.008													
- Loc : 0000													
- Loc Desc : No Department													
8130	21111	Baby & Me Supplies	5,843.71	0.00	0.00	0.00	5,843.71	615.55	5,228.16	0.00	89.47%		
8130	30028	Training/Travel	180.12	0.00	0.00	0.00	180.12	0.00	180.12	0.00	100.00%		
8130	31110	Baby & Me Services	54.09	0.00	0.00	0.00	54.09	0.00	54.09	0.00	100.00%		
			6,077.92	0.00	0.00	0.00	6,077.92	615.55	5,462.37	0.00	89.87%		
			6,077.92	0.00	0.00	0.00	6,077.92	615.55	5,462.37	0.00	89.87%		
			6,077.92	0.00	0.00	0.00	6,077.92	615.55	5,462.37	0.00	89.87%		
			6,077.92	0.00	0.00	0.00	6,077.92	615.55	5,462.37	0.00	89.87%		
			6,077.92	0.00	0.00	0.00	6,077.92	615.55	5,462.37	0.00	89.87%		



## MONROE COUNTY COUNCIL AGENDA REQUEST

*(Review form before completing)*

DEPARTMENT: Emergency Management

TODAY'S DATE: 02/24/2023

CONTACT PERSON(S): Jamie Neibel

PHONE: (812) 325-9545

EMAIL: jneibel@co.monroe.in.us

### PURPOSE OF REQUEST:

☐

Creation of New Fund/Account Line(s)

☒

Additional Appropriation(s)

☐

Transfer of Funds

☐

Amend Salary Ordinance

☐

Other (specify) \_\_\_\_\_

Please give a **THOROUGH** narrative explanation of the request (purpose of the request and action needed by Council).

### Explanation:

The Local Emergency Planning Committee (LEPC) approved the use of Right to Know funds, acquired from the state SARA II reporting program and earmarked for spending by the LEPC, to purchase: 8 hazardous material chemical suits, 8 hazardous materials chemical boots, and a detection instrument for the sensing of chlorine and ammonia. The suits and boots have to be replaced periodically due to the breakdown of materials. The detection instrument is a new addition to the hazardous material toolbox. All items will enhance the safety of our first responders and citizens during hazardous materials incidents. This is in addition to the funds requested in December of 2022.

Action is needed by the Council to approve the appropriation within the Right to Know fund. The appropriation will come from the carry forward balance into the Emergency Response Equipment line.

*Complete only the pages below that correspond to the above selected request.*

**CREATION OF FUND/ACCOUNT LINE(S)**  
**with ADDITIONAL APPROPRIATION(S) *(if needed)***

**DEPARTMENT:** Emergency Management

**TODAY'S DATE:** 02/24/2023

**FUND NAME:** Emergency Planning/Right to Know

**FUND:** 1152

**LOCATION:** 0000

**ACCOUNT  
NUMBER(S)****ACCOUNT  
DESCRIPTION(S)****APPROPRIATION(S)**

44220

## Emergency Response Equipment

\$ 10,000.00

**GRAND TOTAL**

\$ 10,000.00

*\*Please confirm new Fund/Account Number(s) and Description(s) with the Auditor's Office prior to Council submission.\**



AFC International Inc.  
PO Box 894  
DeMotte, IN 46310  
[www.afcintl.com](http://www.afcintl.com)  
219-987-6825

## QUOTE

Quote # GASQ72688  
Date 11/07/22  
Sales Rep. Pam  
Valid Till

### Quote To:

Monroe Fire Department  
Matt Bright

### Ship To:

### Phone

### Fax

### Delivery

Email [mbright@monroefd.org](mailto:mbright@monroefd.org)



Qty	Part Number	Description	Unit Price	Ext. Price
1	00-1876	PortaSens III, Case & Accessories (this instrument is not intrinsically safe) includes charger	\$1,445.50	\$1,445.50
1	00-1010	Ammonia Sensor for ATI, 0-50/0-500 ppm	\$426.30	\$426.30
1	00-1011	Ammonia Sensor for ATI, 0-500/0-2000 ppm	\$529.20	\$529.20
1	00-1002	Chlorine Sensor for ATI, 0-1/0-5 ppm	\$372.40	\$372.40
1	00-1003	Chlorine Sensor for ATI, 0-5/0-200 ppm	\$347.90	\$347.90
			Total	\$3,121.30

Shipping is additional.

Thank you for the opportunity to quote. If you have any questions, please let us know.

Please note: . PRICES, TERMS, CONDITIONS, AND PRODUCT SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, INCLUDING ALL QUOTATIONS.

Best Regards  
Pam Seneczko  
AFC International Inc.  
800-952-3293 219.987.6825  
[pjseneczko@afcintl.com](mailto:pjseneczko@afcintl.com)  
A certified WBE Company

AFC International Inc

800-952-3293

Fax: 219-987-6826

[www.afcintl.com](http://www.afcintl.com)

Page 1



# New Pig

One Pork Avenue  
P.O. Box 304  
Tipton, PA 16684-0304

To order call 1-800-HOT-HOGS (468-4647) / FAX 1-800-621-PIGS(621-7447)

Accounts Receivable: 1-888-468-5207 / FAX 1-814-684-0644

INVOICE in U. S. Dollars

Ordered by -Matthew Bright

Monroe Fire Protection Dist  
3953 S Kennedy Dr  
Bloomington, IN 47401

U.S.A. Federal ID # 23-2363423  
Cage Code 1JA49

GST/HST # 897107959 RT 0001  
QST # 1226752711

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE
4701325	23887186-00	02/06/23

Bill To

Monroe Fire Protection Dist  
3953 S Kennedy Dr  
Bloomington, IN 47401

Ship To

Monroe Fire Protection Dist  
3953 S Kennedy Dr  
ATTN Matt Bright  
Bloomington, IN 47401

Please make checks payable to New Pig Corporation

~~HAZ MAT 834~~  
OE PPE ? 8691 Confund PPE 8781

TERMS		CUSTOMER PURCHASE ORDER NUMBER	ORDER DATE	SHIPPED VIA		DATE SHIPPED	PAGE
Net 30 Days		LEPC HM REIMB	02/01/23	Pitt Ohio		02/06/23	1
LINE	ITEM DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDERED	UNIT PRICE	TOTAL	
	ORDERED BY: Matthew Bright - PHONE: 8123311906 ADDL ITEM(S) HAVE BEEN PLACED ON ORDER 23887191-00						
2	WPL672-10 HazProof™ Boots Size 10, Boot, 11" High	2	2	0	158.00	316.00	
3	WPL672-11 HazProof™ Boots Size 11, Boot, 11" High	2	2	0	158.00	316.00	
4	WPL672-12 HazProof™ Boots Size 12, Boot, 11" High	2	2	0	158.00	316.00	
5	WPL672-13 HazProof™ Boots Size 13, Boot, 11" High	2	2	0	158.00	316.00	
6	WPL922-2X3X-OR Zytron 500 Chemical Protection Suit with Anti-Fog Visor XX-Large/XXX-Large Orange, Zipper Front, 1 each Hood w/ Anti-Fog Faceshield, Gloves, Sock Boots w/ Flaps Attached	2	2	0	1400.00	2800.00	
7	WPL922-LXL-OR Zytron 500 Chemical Protection Suit with Anti-Fog Visor Large/X-Large Orange, Zipper Front, 1 each Hood w/ Anti-Fog Faceshield, Gloves, Sock Boots w/ Flaps Attached	6	6	0	1346.00	8076.00	
8	FREECATALOG FREE CATALOG	1	1	0	0.00	0.00	
SUB TOTAL						12140.00	
Freight Out						125.90	

Diversion contrary to US law is prohibited



# New Pig

One Pork Avenue  
P.O. Box 304  
Tipton, PA 16684-0304

To order call 1-800-HOT-HOGS (468-4647) / FAX 1-800-621-PIGS(621-7447)

Accounts Receivable: 1-888-468-5207 / FAX 1-814-684-0644

INVOICE in U. S. Dollars

U.S.A. Federal ID # 23-2363423  
Cage Code 1JA49

GST/HST # 897107959 RT 0001  
QST # 1226752711

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE
4701325	23887186-00	02/06/23

Ordered by -Matthew Bright

Monroe Fire Protection Dist  
3953 S Kennedy Dr  
Bloomington, IN 47401

Bill To

Monroe Fire Protection Dist  
3953 S Kennedy Dr  
Bloomington, IN 47401

Ship To

Monroe Fire Protection Dist  
3953 S Kennedy Dr  
ATTN Matt Bright  
Bloomington, IN 47401

Please make checks payable to New Pig Corporation

TERMS		CUSTOMER PURCHASE ORDER NUMBER		ORDER DATE	SHIPPED VIA		DATE SHIPPED	PAGE
Net 30 Days		LEPC HM REIMB		02/01/23	Pitt Ohio		02/06/23	2
LINE	ITEM DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACKORDERED	UNIT PRICE	TOTAL		
	REMIT IN U. S. Dollars New Pig Corporation One Pork Avenue Tipton, PA 16684  Interested in paying by EFT/ACH? Contact <a href="mailto:eftremittance@newpig.com">eftremittance@newpig.com</a> .		TOTAL U.	S. Dollars		12265.90		

Diversion contrary to US law is prohibited

## New Pig Corporation

Date	Type	Reference
2/9/2023	Bill	23887186-00

Original Amt.
12,265.90

Balance Due
12,265.90

2/9/2023

Discount

Check Amount

Payment
12,265.90
12,265.90

Savings - Peoples - C 23887186-00

12,265.90

PRODUCT SOLT104 USE WITH 91663 ENVELOPE

DD637C STKDK06 12/07/2018 15:30 -154-

7151364100

As of 03/08/2023 CASH BALANCE <b>\$38,821.47</b>	Acct	Acct Desc	✓ Forward Approp	Original Approp	Add'l Approp	Adj Approp	otal Approp	Expenditure	expend Balance	nbrance	expend Pct
- Fund : 1152											
- Fund Desc : Emergency Planning/Right to Kn											
- Loc : 0000											
- Loc Desc : No Department											
1152	20001	Office Supplies	0.00	100.00	0.00	0.00	100.00	0.00	100.00	0.00	100.00%
1152	30028	Training/Travel	0.00	8,000.00	0.00	0.00	8,000.00	104.00	7,896.00	0.00	98.70%
1152	30800	Postage	0.00	50.00	0.00	0.00	50.00	0.00	50.00	0.00	100.00%
1152	33210	Planning & Admin Costs	0.00	100.00	0.00	0.00	100.00	0.00	100.00	0.00	100.00%
1152	33220	Data Management	0.00	400.00	0.00	0.00	400.00	0.00	400.00	0.00	100.00%
1152	44100	Community Equipment	0.00	500.00	0.00	0.00	500.00	0.00	500.00	0.00	100.00%
1152	44220	Emerg Response Equip	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
			0.00	10,150.00	0.00	0.00	10,150.00	104.00	10,046.00	0.00	98.98%
			0.00	10,150.00	0.00	0.00	10,150.00	104.00	10,046.00	0.00	98.98%
			0.00	10,150.00	0.00	0.00	10,150.00	104.00	10,046.00	0.00	98.98%
			0.00	10,150.00	0.00	0.00	10,150.00	104.00	10,046.00	0.00	98.98%
			0.00	10,150.00	0.00	0.00	10,150.00	104.00	10,046.00	0.00	98.98%



# Monroe County Council Agenda Request Form

*Complete ALL applicable highlighted areas below.*

DEPARTMENT: Auditor/Commissioner

MEETING DATE REQUESTED (*Tentative*): 3/28/2023

Request Presenter(s): Brianne Gregory

Phone: 812.349.5024

*Was the Council Liaison notified prior to submitting this Agenda Request:* No

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☒ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: American Rescue Plan Act

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Commissioners' Office is requesting the creation of several account lines and appropriation additions to support approved ARPA projects and earmark funds for future use. The following projects were previously appropriated; however, were not encumbered. The Commissioners' Office is currently working toward completion of MOU's and would like appropriations in place so that the funding is available once the contracts are in place.

1. ARPA Rural Housing Repair - 36709 - \$200,000.00
2. ARPA Convention Center Improvements - 48004 - \$1,059,000.00
3. ARPA Solar Projects - 48005 - \$1,011,571.00
4. ARPA Childcare\* - 36708 - \$725,000.00

\*This was appropriated previously but only \$300,000 was supported by the executed MOU. We are requesting the remaining approved funding of \$725,000 (\$1,025,000-\$300,000).

The proposed account lines below would support previously approved projects that have not yet been appropriated. Approval of the new account lines, as well as the additional appropriations is necessary to move forward.

5. ARPA Permanent Supportive Housing Initiative (Beacon) - 36713 - \$500,000
6. ARPA Community Assistance (Community Foundation) - 36712 - \$1,200,000

*Complete ALL corresponding agenda information on subsequent tabs.*

**Forward entire Request Form with all supporting documents to:** [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

*Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.*

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)* : 3/28/2023

<b>Fund Number:</b>	8950	<b>Location Number:</b>	
---------------------	------	-------------------------	--

**Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.**

***Staff will notify Department when the accounts/additionals have been approved/updated.***

As of 03/08/2023 CASH BALANCE <b>\$25,878,438.87</b>	Acct	Acct Desc	Carry	Original	Add'l	Adj	Total Approp	Expenditure	Unexpend	Encumbran	Unexpend
- Fund : 8950											
- Fund Desc : American Rescue Plan Act Fund											
- Loc : 0000											
- Loc Desc : No Department											
8950	18101	FICA	0.00	0.00	0.00	0.00	0.00	20,578.34	(20,578.34)	0.00	0.00%
8950	19900	ARPA Retention	#####	0.00	0.00	0.00	1,282,650.00	273,000.00	#####	0.00	78.72%
8950	29000	ARPA Sharps	0.00	0.00	#####	0.00	55,000.00	0.00	55,000.00	0.00	100.00%
8950	36704	ARPA Sojourn	164,000.00	0.00	0.00	0.00	164,000.00	0.00	164,000.00	0.00	100.00%
8950	36705	ARPA COVID	466,552.00	0.00	0.00	0.00	466,552.00	0.00	466,552.00	0.00	100.00%
8950	36706	ARPA Osaqe	#####	0.00	0.00	0.00	1,773,076.00	0.00	#####	0.00	100.00%
8950	36707	ARPA	91,000.00	0.00	0.00	0.00	91,000.00	0.00	91,000.00	0.00	100.00%
8950	36708	ARPA Childcare	300,000.00	0.00	0.00	0.00	300,000.00	0.00	300,000.00	0.00	100.00%
8950	36710	ARPA Septic	0.00	0.00	#####	0.00	220,000.00	0.00	220,000.00	0.00	100.00%
8950	36711	ARPA Fairground	0.00	0.00	#####	0.00	48,677.00	0.00	48,677.00	0.00	100.00%
8950	48000	ARPA Brine	260,531.97	0.00	0.00	0.00	260,531.97	171,652.41	88,879.56	0.00	34.11%
8950	48001	ARPA Rural	540,000.00	0.00	0.00	0.00	540,000.00	520,200.00	19,800.00	0.00	3.67%
8950	48002	ARPA HHFB	30,000.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00	100.00%
8950	48003	ARPA MFPD	#####	0.00	0.00	0.00	1,217,970.00	0.00	#####	0.00	100.00%
8950	48006	ARPA	0.00	0.00	#####	0.00	1,271,136.00	0.00	#####	0.00	100.00%
			#####	0.00	#####	0.00	7,720,592.97	985,430.75	#####	0.00	87.24%
			#####	0.00	#####	0.00	7,720,592.97	985,430.75	#####	0.00	87.24%
			#####	0.00	#####	0.00	7,720,592.97	985,430.75	#####	0.00	87.24%
			#####	0.00	#####	0.00	7,720,592.97	985,430.75	#####	0.00	87.24%
			#####	0.00	#####	0.00	7,720,592.97	985,430.75	#####	0.00	87.24%

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2015 GO Bond Capital Projects FUND NUMBER: 4806 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ENCUMBRANCE AMOUNT</u>
	40060	Cameras and Hardware	\$ 78,660.09
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 78,660.09</b>

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

**Forward the completed form by January 4th to [CouncilOffice@co.monroe.in.us](mailto:CouncilOffice@co.monroe.in.us).**

*Updated 12/01/2020*

[illegible]

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful contract has been entered into on or before December 31st and all or a part of the contract has not be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An invoice dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2016 GO Bond Capital Projects FUND NUMBER: 4807 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ENCUMBRANCE AMOUNT</u>
	40008	Facility Space Remodel	\$ 48.99
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 48.99</b>

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

*Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.*

*Updated 12/01/2020*

[illegible]

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2016 GO Bond B Capital FUND NUMBER: 4808 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ENCUMBRANCE AMOUNT
	42505	Parks Vehicle/Tenant Scrubber	\$ 47,000.00
	45205	Meeting Space Upgrade	\$ 177,915.57
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 224,915.57</b>

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

**Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.**

*Updated 12/01/2020*



[illegible]

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2017 GO Bond Capital Projects FUND NUMBER: 4810 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ENCUMBRANCE AMOUNT</u>
	20017	Administrative Fees	\$ 4,250.00
	45205	Health Building Repair/Renovation	\$ 89.94
	47151	Trail Expansion	\$ 51,477.34
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 55,817.28</b>

AUTHORIZED SIGNATURE \_\_\_\_\_

*Electronic Signature Acceptable*

DATE \_\_\_\_\_

PREPARED BY: Brianne Gregory

*Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.*

*Updated 12/01/2020*



## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form.*

FUND NAME: 2018 GO Bond Capital Projects FUND NUMBER: 4811 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ENCUMBRANCE AMOUNT</u>
	40015	Building Remodel	\$ 18,843.00
	40085	Justice Building Repair	\$ 10,000.00
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 28,843.00</b>

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

*Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.*

*Updated 12/01/2020*

As of 3/22/23 CASH BALANCE <b>\$25,994.00</b>	Acct	Acct Desc	ward Approp	il Approp	Approp	Approp	Total Approp	Expenditure	end Balance	cumbrance	expend Pct
- Fund : 4811											
- Fund Desc : 2018 GO Bond Capital Projects											
- Loc : 0000											
- Loc Desc : No Department											
4811	40015	Building Remodel	18,843.00	0.00	0.00	0.00	18,843.00	2,849.00	15,994.00	0.00	84.88%
4811	40085	Justice Building Re	10,000.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00	100.00%
			28,843.00	0.00	0.00	0.00	28,843.00	2,849.00	25,994.00	0.00	90.12%
			28,843.00	0.00	0.00	0.00	28,843.00	2,849.00	25,994.00	0.00	90.12%
			28,843.00	0.00	0.00	0.00	28,843.00	2,849.00	25,994.00	0.00	90.12%
			28,843.00	0.00	0.00	0.00	28,843.00	2,849.00	25,994.00	0.00	90.12%
			28,843.00	0.00	0.00	0.00	28,843.00	2,849.00	25,994.00	0.00	90.12%

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2019 GO Bond Capital Projects FUND NUMBER: 4812 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ENCUMBRANCE AMOUNT
	20017	Administrative Fees	\$ 1,500.00
	40014	Building Pin Tucking	\$ 11,577.78
	41101	Vehicle Purchase	\$ 19,092.41
	43310	Roundabout Design & Landscape	\$ 198,879.40
	45151	Property Acquisition	\$ 211,453.14
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 442,502.73</b>

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

**Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.**

*Updated 12/01/2020*



## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2020 GO Bond Capital Projects FUND NUMBER: 4813 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ENCUMBRANCE AMOUNT
	20017	Administrative Fees	\$ 25,000.00
	40002	Furniture	\$ 339,692.27
	41104	Vehicle Purchase	\$ 72,882.42
	42175	ADA	\$ 6,907.25
	47151	Trail Expansion	\$ 51,031.81
<i>If additional lines are needed, please submit additional requests on a separate sheet of paper.</i>			
<b>Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).</b>			
Commissioners' Office has requested all bond projects be encumbered.			
Fund Encumbrance Grand Total			<b>\$ 495,513.75</b>

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

**Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.**

*Updated 12/01/2020*



As of 3/22/23 CASH BALANCE <b>\$307,746.04</b>	Acct	Acct Desc	ward Approp	il Approp	Approp	Adi Approp	Total Approp	Expenditure	end Balance	umbrance	expend Pct
- Fund : 4813											
- Fund Desc : 2020 GO Bond Capital Projects											
- Loc : 0000											
- Loc Desc : No Department											
4813	20017	Administrati	25,000.00	0.00	0.00	0.00	25,000.00	0.00	25,000.00	0.00	100.00%
4813	40002	Furniture	339,692.27	0.00	0.00	(50,000.00)	289,692.27	92,198.85	197,493.42	0.00	68.17%
4813	41104	Vehicle Purc	72,882.42	0.00	0.00	0.00	72,882.42	0.00	72,882.42	0.00	100.00%
4813	42175	ADA	6,907.25	0.00	0.00	0.00	6,907.25	1,828.50	5,078.75	0.00	73.53%
4813	47151	Trail Expans	51,031.81	0.00	0.00	50,000.00	101,031.81	57,018.78	44,013.03	0.00	43.56%
			495,513.75	0.00	0.00	0.00	495,513.75	151,046.13	344,467.62	0.00	69.52%
			495,513.75	0.00	0.00	0.00	495,513.75	151,046.13	344,467.62	0.00	69.52%
			495,513.75	0.00	0.00	0.00	495,513.75	151,046.13	344,467.62	0.00	69.52%
			495,513.75	0.00	0.00	0.00	495,513.75	151,046.13	344,467.62	0.00	69.52%
			495,513.75	0.00	0.00	0.00	495,513.75	151,046.13	344,467.62	0.00	69.52%

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful contract has been entered into on or before December 31st and all or a part of the contract has not be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An invoice dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2021 GO Bond Capital Projects FUND NUMBER: 4814 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ENCUMBRANCE AMOUNT
	20017	Administrative Fees	\$ 50,000.00
	40001	Equipment	\$ 1,660.00
	40022	Bachelor Sidewalk Connector	\$ 227,100.00
	40170	Solar Panels	\$ 400,000.00
	41003	Computer Equip/Other	\$ 70,000.00
	41104	Vehicle Purchase	\$ 500,000.00
	41121	ADA Title VI Compliance Cap	\$ 382,990.00
	42250	Health Building Repair/Renovation	\$ 483,913.62
	47149	Trail Connector-Liberty/Karst	\$ 270,000.00

*If additional lines are needed, please submit additional requests on a separate sheet of paper.*

**Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).**

Commissioners' Office has requested all bond projects be encumbered.

Fund Encumbrance Grand Total **\$ 2,385,663.62**

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

**Forward the completed form by January 4th to CouncilOffice@co.monroe.in.us.**

*Updated 12/01/2020*

As of 3/22/23 CASH BALANCE <b>\$2,239,426.12</b>			Acct	Acct Desc	Forward Approp	I Approp	Approp	Approp	Total Approp	Expenditure	xpend Balance	umbrance	expend Pct
- Fund : 4814													
- Fund Desc : 2021 GO Bond Capital Projects													
- Loc : 0000													
- Loc Desc : No Department													
4814	20017	Administrative F	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00	0.00	100.00%		
4814	40001	Equipment	1,660.00	0.00	0.00	0.00	1,660.00	0.00	1,660.00	0.00	100.00%		
4814	40022	Bachelor Sidewa	227,100.00	0.00	0.00	0.00	227,100.00	0.00	227,100.00	0.00	100.00%		
4814	40170	Solar Panels	400,000.00	0.00	0.00	0.00	400,000.00	0.00	400,000.00	0.00	100.00%		
4814	41003	Computer Equip	70,000.00	0.00	0.00	0.00	70,000.00	0.00	70,000.00	0.00	100.00%		
4814	41104	Vehicle Purchase	500,000.00	0.00	0.00	0.00	500,000.00	61,502.50	438,497.50	0.00	87.70%		
4814	41121	ADA Title VI Cor	382,990.00	0.00	0.00	0.00	382,990.00	84,735.00	298,255.00	0.00	77.88%		
4814	42250	Health Bldg Rep	483,913.62	0.00	0.00	0.00	483,913.62	0.00	483,913.62	0.00	100.00%		
4814	47149	Trail Connector-	270,000.00	0.00	0.00	0.00	270,000.00	0.00	270,000.00	0.00	100.00%		
			2,385,663.62	0.00	0.00	0.00	2,385,663.62	146,237.50	2,239,426.12	0.00	93.87%		
			2,385,663.62	0.00	0.00	0.00	2,385,663.62	146,237.50	2,239,426.12	0.00	93.87%		
			2,385,663.62	0.00	0.00	0.00	2,385,663.62	146,237.50	2,239,426.12	0.00	93.87%		
			2,385,663.62	0.00	0.00	0.00	2,385,663.62	146,237.50	2,239,426.12	0.00	93.87%		
			2,385,663.62	0.00	0.00	0.00	2,385,663.62	146,237.50	2,239,426.12	0.00	93.87%		

## ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful **contract** has been entered into on or before December 31st and all or a part of the contract has **not** be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An **invoice** dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2022 GO Bond Capital Projects FUND NUMBER: 4815 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ENCUMBRANCE AMOUNT
	20017	Administrative Fees	\$ 54,915.00
	40002	Furniture	\$ 55,495.00
	40080	Showers Building Repair	\$ 250,000.00
	40081	Shower's Building Parking	\$ 500,000.00
	40085	Justice Building Repair	\$ 75,000.00
	42000	Johnson Building Repair	\$ 15,000.00
	42300	Courthouse Repair	\$ 65,000.00
	42501	Parks - Restrooms	\$ 280,000.00
	42506	Equipment - Parks	\$ 30,000.00
	45125	Software and Licenses	\$ 500,000.00
	46300	Dump Truck (lease/purchase)	\$ 880,000.00
	46800	Utility Truck	\$ 55,000.00
	47610	Emergency Notificatons	\$ 329,505.00

*If additional lines are needed, please submit additional requests on a separate sheet of paper.*

**Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).**

Commissioners' Office has requested all bond projects be encumbered.

Fund Encumbrance Grand Total **\$ 3,089,915.00**

AUTHORIZED SIGNATURE

*Electronic Signature Acceptable*

DATE

PREPARED BY: Brianne Gregory

As of 3/22/23 CASH BALANCE <b>\$2,911,009.76</b>	Acct	Acct Desc	Forward Approp	Approp	Approp	Approp	Total Approp	Expenditure	expend Balance	umbrance	Unexpend Pct
- Fund : 4815											
- Fund Desc : 2022 GO Bond Capital Projects											
- Loc : 0000											
- Loc Desc : No Department											
4815	20017	Administrative F	54,915.00	0.00	0.00	0.00	54,915.00	25,000.00	29,915.00	0.00	54.48%
4815	40002	Furniture	55,495.00	0.00	0.00	0.00	55,495.00	0.00	55,495.00	0.00	100.00%
4815	40080	Shower's Building	250,000.00	0.00	0.00	0.00	250,000.00	0.00	250,000.00	0.00	100.00%
4815	40081	Showers Building	500,000.00	0.00	0.00	0.00	500,000.00	0.00	500,000.00	0.00	100.00%
4815	40085	Justice Building	75,000.00	0.00	0.00	0.00	75,000.00	19,500.00	55,500.00	0.00	74.00%
4815	42000	Johnson Building	15,000.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00	0.00	100.00%
4815	42300	Courthouse Rep	65,000.00	0.00	0.00	0.00	65,000.00	0.00	65,000.00	0.00	100.00%
4815	42501	Parks- Restroom	280,000.00	0.00	0.00	0.00	280,000.00	0.00	280,000.00	0.00	100.00%
4815	42506	Equipment- Park	30,000.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00	100.00%
4815	45125	Software and Lic	500,000.00	0.00	0.00	0.00	500,000.00	134,405.24	365,594.76	0.00	73.12%
4815	46300	Dump Truck (Lea	880,000.00	0.00	0.00	0.00	880,000.00	0.00	880,000.00	0.00	100.00%
4815	46800	Utility Truck	55,000.00	0.00	0.00	0.00	55,000.00	0.00	55,000.00	0.00	100.00%
4815	47610	Emergency Notif	329,505.00	0.00	0.00	0.00	329,505.00	0.00	329,505.00	0.00	100.00%
			3,089,915.00	0.00	0.00	0.00	3,089,915.00	178,905.24	2,911,009.76	0.00	94.21%
			3,089,915.00	0.00	0.00	0.00	3,089,915.00	178,905.24	2,911,009.76	0.00	94.21%
			3,089,915.00	0.00	0.00	0.00	3,089,915.00	178,905.24	2,911,009.76	0.00	94.21%
			3,089,915.00	0.00	0.00	0.00	3,089,915.00	178,905.24	2,911,009.76	0.00	94.21%
			3,089,915.00	0.00	0.00	0.00	3,089,915.00	178,905.24	2,911,009.76	0.00	94.21%

# ENCUMBRANCE REQUEST FORM

**Encumbrance Request Deadline: Tuesday, January 3, 2023**

**(One Fund per each Encumbrance Form Request.)**

DEPARTMENT: Commissioner CONTACT NAME: Jill Newman/Bri Gregory

**ENCUMBRANCE: appropriations may be encumbered if any of the following conditions exist:**

- A lawful contract has been entered into on or before December 31st and all or a part of the contract has not be paid.

*The contract must be in the S:Drive for review. Contact Anita Freeman for assistance.*

- An invoice dated on or before December 31, 2022. *Encumbrance detail listed below.*

Is there a contract? Yes or No (circle) *If No, include a copy of an invoice with this form .*

FUND NAME: 2022 BAN FUND NUMBER: 4816 LOCATION: \_\_\_\_\_

**Complete the section below if only certain account lines are being encumbered.**

<u>VENDOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ENCUMBRANCE AMOUNT</u>
	20017	Administrative Fees	\$ 26,000.00
	45151	Property Acquisition	\$ 10,391,070.00

*If additional lines are needed, please submit additional requests on a separate sheet of paper.*

**Provide a detailed narrative as to why the department needs to encumber the above requested amount(s).**

Commissioners' Office has requested all bond projects be encumbered.

Fund Encumbrance Grand Total **\$ 10,417,070.00**

**AUTHORIZED SIGNATURE**

*Electronic Signature Acceptable*

**DATE**

**PREPARED BY:** Brianne Gregory

As of 3/22/23 CASH BALANCE <b>\$10,411,596.90</b>	Acct	Acct Desc	Forward Approp	il Approp	Approp	Approp	Total Approp	Expenditure	expend Balance	brance	nexpend Pct
- Fund : 4816											
- Fund Desc : 2022 BAN Capital											
- Loc : 0000											
- Loc Desc : No Department											
4816	20017	Administrativ	26,000.00	0.00	0.00	0.00	26,000.00	1,800.00	24,200.00	0.00	93.08%
4816	45151	Property Acc	10,391,070.00	0.00	0.00	0.00	10,391,070.00	3,673.10	10,387,396.90	0.00	99.96%
			10,417,070.00	0.00	0.00	0.00	10,417,070.00	5,473.10	10,411,596.90	0.00	99.95%
			10,417,070.00	0.00	0.00	0.00	10,417,070.00	5,473.10	10,411,596.90	0.00	99.95%
			10,417,070.00	0.00	0.00	0.00	10,417,070.00	5,473.10	10,411,596.90	0.00	99.95%
			10,417,070.00	0.00	0.00	0.00	10,417,070.00	5,473.10	10,411,596.90	0.00	99.95%
			10,417,070.00	0.00	0.00	0.00	10,417,070.00	5,473.10	10,411,596.90	0.00	99.95%

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4806 2015 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
40040	Honeywell HVAC	0.00	0.00	0.00	2,032.74	2,032.74	2,032.74	0.00
00000	.							0.00
40060	Cameras and Hardware	130,494.58	0.00	0.00	(2,032.74)	128,461.84	49,801.75	78,660.09
00000	.							61.23
40000	Totals *****	130,494.58	0.00	0.00	0.00	130,494.58	51,834.49	78,660.09
								60.28
Location Totals *****		130,494.58	0.00	0.00	0.00	130,494.58	51,834.49	78,660.09
								60.28



# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4807 2016 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 11/07/2016

Loc: 0000 No Department

Account		Carry Forward	Original	Add'l	Adj	Total		Unexpended
Object	Description	Appropriation	Appropriation	Appropriation	Appropriation	Appropriation	Expenditure	Balance/Percent
40008	Facility Space Remodel	202,613.86	0.00	0.00	0.00	202,613.86	202,564.87	48.99
00000	.							0.02
40000	Totals *****	202,613.86	0.00	0.00	0.00	202,613.86	202,564.87	48.99
								0.02
Location Totals *****		202,613.86	0.00	0.00	0.00	202,613.86	202,564.87	48.99
								0.02

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4808 2016 GO Bond B Capital for 01/01/2022 thru 12/31/2022, Begin Date: 12/22/2016

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees .	47,000.00	0.00	0.00	(47,000.00)	0.00	0.00	0.00 0.00
20000	Totals *****	47,000.00	0.00	0.00	(47,000.00)	0.00	0.00	0.00 0.00
42350 00000	Computer Replacement .	0.00	0.00	0.00	2,425.05	2,425.05	2,425.05	0.00 0.00
42505 00000	Parks Vehicle/Tenant Scrubber .	0.00	0.00	0.00	68,334.15	68,334.15	21,334.15	47,000.00 68.78
45205 00000	Meeting Space Upgrades .	229,857.16	0.00	0.00	(23,759.20)	206,097.96	28,182.39	177,915.57 86.33
40000	Totals *****	229,857.16	0.00	0.00	47,000.00	276,857.16	51,941.59	224,915.57 81.24
Location Totals *****		276,857.16	0.00	0.00	0.00	276,857.16	51,941.59	224,915.57 81.24

## Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4810 2017 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 11/02/2017

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees	4,250.00	0.00	0.00	0.00	4,250.00	0.00	4,250.00 100.00
20000	Totals *****	4,250.00	0.00	0.00	0.00	4,250.00	0.00	4,250.00 100.00
42250 00000	Health Bldg Repair/Renov	89.94	0.00	0.00	0.00	89.94	0.00	89.94 100.00
47151 00000	Trail Expansion	92,823.94	0.00	0.00	0.00	92,823.94	41,346.60	51,477.34 55.46
40000	Totals *****	92,913.88	0.00	0.00	0.00	92,913.88	41,346.60	51,567.28 55.50
Location Totals *****		97,163.88	0.00	0.00	0.00	97,163.88	41,346.60	55,817.28 57.45

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4811 2018 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 11/16/2018

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees .	19,500.00	0.00	0.00	(19,500.00)	0.00	0.00	0.00 0.00
20000	Totals *****	19,500.00	0.00	0.00	(19,500.00)	0.00	0.00	0.00 0.00
40015 00000	Building Remodel .	64,726.20	0.00	0.00	19,500.00	84,226.20	65,383.20	18,843.00 22.37
40085 00000	Justice Building Repair .	10,000.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00 100.00
40000	Totals *****	74,726.20	0.00	0.00	19,500.00	94,226.20	65,383.20	28,843.00 30.61
Location Totals *****		94,226.20	0.00	0.00	0.00	94,226.20	65,383.20	28,843.00 30.61

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4812 2019 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 08/28/2019

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees	1,500.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00 100.00
20000	Totals *****	1,500.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00 100.00
40014 00000	Building Pin Tucking	11,577.78	0.00	0.00	0.00	11,577.78	0.00	11,577.78 100.00
41104 00000	Vehicle Purchase	91,641.33	0.00	0.00	0.00	91,641.33	72,548.92	19,092.41 20.83
43310 00000	Roundabout Design & Landscape	237,493.40	0.00	0.00	0.00	237,493.40	38,614.00	198,879.40 83.74
45151 00000	Property Acquisition	853,260.89	0.00	0.00	0.00	853,260.89	641,807.75	211,453.14 24.78
40000	Totals *****	1,193,973.40	0.00	0.00	0.00	1,193,973.40	752,970.67	441,002.73 36.94
Location Totals *****		1,195,473.40	0.00	0.00	0.00	1,195,473.40	752,970.67	442,502.73 37.01

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4813 2020 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 12/03/2020

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees .	25,000.00	0.00	0.00	0.00	25,000.00	0.00	25,000.00 100.00
20000	Totals *****	25,000.00	0.00	0.00	0.00	25,000.00	0.00	25,000.00 100.00
40002 00000	Furniture .	481,923.75	0.00	0.00	(11,422.00)	470,501.75	130,809.48	339,692.27 72.20
41104 00000	Vehicle Purchase .	280,076.86	0.00	0.00	0.00	280,076.86	207,194.44	72,882.42 26.02
42175 00000	ADA .	182,144.28	0.00	0.00	0.00	182,144.28	175,237.03	6,907.25 3.79
46400 00000	Equipment - Highway .	0.00	0.00	0.00	11,422.00	11,422.00	11,422.00	0.00 0.00
47151 00000	Trail Expansion .	160,475.00	0.00	0.00	0.00	160,475.00	109,443.19	51,031.81 31.80
40000	Totals *****	1,104,619.89	0.00	0.00	0.00	1,104,619.89	634,106.14	470,513.75 42.60
Location Totals *****		1,129,619.89	0.00	0.00	0.00	1,129,619.89	634,106.14	495,513.75 43.87



# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4814 2021 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 10/13/2021

Loc: 0000 No Department

Account		Carry Forward	Original	Add'l	Adj	Total		Unexpended
Object	Description	Appropriation	Appropriation	Appropriation	Appropriation	Appropriation	Expenditure	Balance/Percent
20017	Administrative Fees	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00
00000	.							100.00
20000	Totals *****	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00
								100.00
40001	Equipment	421,100.00	0.00	0.00	0.00	421,100.00	419,440.00	1,660.00
00000	.							0.39
40022	Bachelor Sidewalk Connector	250,000.00	0.00	0.00	0.00	250,000.00	22,900.00	227,100.00
00000	.							90.84
40170	Solar Panels	400,000.00	0.00	0.00	0.00	400,000.00	0.00	400,000.00
00000	.							100.00
41003	Computer Equip/Other	70,000.00	0.00	0.00	0.00	70,000.00	0.00	70,000.00
00000	.							100.00
41104	Vehicle Purchase	500,000.00	0.00	0.00	0.00	500,000.00	0.00	500,000.00
00000	.							100.00
41121	ADA Title VI Compliance Cap	400,000.00	0.00	0.00	0.00	400,000.00	17,010.00	382,990.00
00000	.							95.75
42250	Health Bldg Repair/Renov	500,000.00	0.00	0.00	0.00	500,000.00	16,086.38	483,913.62
00000	.							96.78
47149	Trail Connector-Liberty/Karst	270,000.00	0.00	0.00	0.00	270,000.00	0.00	270,000.00
00000	.							100.00
40000	Totals *****	2,811,100.00	0.00	0.00	0.00	2,811,100.00	475,436.38	2,335,663.62
								83.09
Location Totals *****		2,861,100.00	0.00	0.00	0.00	2,861,100.00	475,436.38	2,385,663.62
								83.38

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4815 2022 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 11/18/2022, Director: Commissioner

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees .	0.00	55,615.00	0.00	0.00	55,615.00	700.00	54,915.00 98.74
20000	Totals *****	0.00	55,615.00	0.00	0.00	55,615.00	700.00	54,915.00 98.74
40002 00000	Furniture .	0.00	55,495.00	0.00	0.00	55,495.00	0.00	55,495.00 100.00
40080 00000	Shower's Building Repair .	0.00	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00 100.00
40081 00000	Showers Building Parking .	0.00	500,000.00	0.00	0.00	500,000.00	0.00	500,000.00 100.00
40085 00000	Justice Building Repair .	0.00	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00 100.00
42000 00000	Johnson Building Repair .	0.00	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00 100.00
42300 00000	Courthouse Repair .	0.00	65,000.00	0.00	0.00	65,000.00	0.00	65,000.00 100.00
42501 00000	Parks- Restrooms .	0.00	280,000.00	0.00	0.00	280,000.00	0.00	280,000.00 100.00
42506 00000	Equipment- Parks .	0.00	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00 100.00
45125 00000	Software and Licenses .	0.00	500,000.00	0.00	0.00	500,000.00	0.00	500,000.00 100.00
46300 00000	Dump Truck (Lease/Purchase) .	0.00	880,000.00	0.00	0.00	880,000.00	0.00	880,000.00 100.00
46800 00000	Utility Truck .	0.00	55,000.00	0.00	0.00	55,000.00	0.00	55,000.00 100.00
47610 00000	Emergency Notifications .	0.00	329,505.00	0.00	0.00	329,505.00	0.00	329,505.00 100.00



## Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4815 2022 GO Bond Capital Projects for 01/01/2022 thru 12/31/2022, Begin Date: 11/18/2022, Director: Commissioner

Loc: 0000 No Department

Account		Carry Forward	Original	Add'l	Adj	Total		Unexpended
Object	Description	Appropriation	Appropriation	Appropriation	Appropriation	Appropriation	Expenditure	Balance/Percent
40000	Totals *****	0.00	3,035,000.00	0.00	0.00	3,035,000.00	0.00	3,035,000.00
								100.00
Location Totals *****		0.00	3,090,615.00	0.00	0.00	3,090,615.00	700.00	3,089,915.00
								99.98

# Location Budget as of 12/31/2022

Monroe County

The Last Posted Date is 01/01/2023.

Fund: 4816 2022 BAN Capital for 01/01/2022 thru 12/31/2022, Begin Date: 12/05/2022

Loc: 0000 No Department

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Expenditure	Unexpended Balance/Percent
20017 00000	Administrative Fees .	0.00	75,000.00	0.00	0.00	75,000.00	49,000.00	26,000.00 34.67
20000	Totals *****	0.00	75,000.00	0.00	0.00	75,000.00	49,000.00	26,000.00 34.67
45151 00000	Property Acquisition .	0.00	10,425,000.00	0.00	0.00	10,425,000.00	33,930.00	10,391,070.00 99.67
40000	Totals *****	0.00	10,425,000.00	0.00	0.00	10,425,000.00	33,930.00	10,391,070.00 99.67
Location Totals *****		0.00	10,500,000.00	0.00	0.00	10,500,000.00	82,930.00	10,417,070.00 99.21

## RESOLUTION 2021-18

### A Resolution to Clarify Procedures for Filling Vacancies in Full-Time Positions

**WHEREAS**, The Monroe County Council ("Council") is the sole body statutorily authorized, pursuant to IC 36-2-5-3, to fix the compensation for and number of all officers, deputies, and other employees payable from county funds and to describe and classify all positions of employment in Monroe County; and

**WHEREAS**, the Council utilizes a subcommittee, the Personnel Administration Committee (PAC), to assist with some of the duties the Council is required by law to fulfill; and

**WHEREAS**, when job openings and vacancies occur within the County, opportunities may arise for changes to a department's organization or the number or classification of employees, and the Council wishes to operate in a proactive manner to seize opportunities for efficiency and to engage in dialogue amongst Council Members, the PAC, and departments; and

**WHEREAS**, the Council wishes to be informed of vacancies in departments as soon as possible and definitely prior to advertising and hiring of replacements, so that they may proactively discuss turnover, departmental needs and opportunities for organizational updates or changes;

#### **NOW, THEREFORE, BE IT RESOLVED, that:**

1. All prior resolutions on this topic are repealed.
2. In the event of a job opening or *anticipated* job opening or vacancy in a full-time position in a department, each responsible Elected Official/Department Head shall inform the Council Administrator ~~and Human Resources~~ in writing that they either wish to fill the full-time position as currently written or that they would like to make changes to the position description. Departments shall provide as much notice as possible and contact the Council Administrator as soon as they are aware there may be a vacancy, so that unnecessary delays do not occur. The Council Administrator will immediately forward that written communication to the entire Council **and Personnel Administrator**. Elected Officials/Department Heads may, in their discretion, discuss with their appointed Council liaison(s).
3. If a Council Member requests a review of the job opening or vacancy, the Council Member shall notify the Council Administrator, who shall place the item on the Council's next regular or work session agenda (whichever is earlier) for discussion. If no Council Member requests a review of the job opening or vacancy within forty-eight (48) hours (Monday-Friday hours only, excluding weekends and holidays) after the notice is sent by the Council Administrator, the department may proceed with filling the position as currently written. If a Council Member requests a review, the department may not proceed with hiring a new person for the position, even if hiring from within the department, until the Council review, including any review by PAC, is complete.
4. No position may be filled *unless* it can be filled out of a department's budget without an additional appropriation.

5. No formal or informal changes to the job duties of any employee or to the reporting structure are to be made without first requesting that the PAC adjust the job description. The Council is the sole body allowed to describe and classify positions and services; therefore, all job descriptions must be adhered to strictly until changed by the Council.
6. All vacancies filled pursuant to this policy must be done so in accordance with the Monroe County Personnel Policy specifically Section 3: "Recruitment, Selection and Hiring."

Resolution 2021-18 was originally presented and adopted by the Monroe County Council on the 27th day of April 2021.

**Resolution 2021-18 was presented, amended, and approved by the Monroe County Council on this 28th day of March 2023.**

**MONROE COUNTY COUNCIL, INDIANA**

***"Aye"***

***"Nay"***

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Kate Wiltz, President

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Kate Wiltz, President

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Trent Deckard, President Pro Tempore

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Trent Deckard, President Pro Tempore

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Jennifer Crossley, Member

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Jennifer Crossley, Member

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Marty Hawk, Member

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Marty Hawk, Member

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Peter Iversen, Member

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Peter Iversen, Member

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Geoff McKim, Member

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Geoff McKim, Member

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Cheryl Munson, Member

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Cheryl Munson, Member

**ATTEST:**

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Catherine Smith, Auditor  
Monroe County, Indiana

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Date