



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
JANUARY 9, 2019
10:00 am**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. COMMISSIONERS' PUBLIC STATEMENT

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

V. ELECTION OF OFFICERS

VI. APPROVAL OF MINUTES

- DECEMBER 19, 2018

VII. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – JANUARY 9, 2019
- PAYROLL – JANUARY 4, 2019

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IX. NEW BUSINESS	
A. MOVE TO APPROVE: 2019 CONTRACT WITH DR. WELLER	22
FUND NAME: COUNTY CORRECTIONAL CENTER FUND NUMBER: 1000 AMOUNT: \$15,540 Executive Summary: This is the 2019 mental health contract with Dr. Donald Weller and the jail. Sam Crowe, Correctional Center	
B. MOVE TO APPROVE: 2019 PURDUE UNIVERSITY EXTENSION CONTRACT	26
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$116,105 Executive Summary: Contract provides educational programing and resources for Agriculture, Natural Resources, Community Development and 4-H Youth Development, Health and Human Sciences. Katie Frew, Extension Services	
C. MOVE TO APPROVE: CHOICES COORDINATED CARE SOLUTIONS CONTRACT.	30
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: REVENUE TBD Executive Summary: This is the 2019 contractual reimbursement rate agreement with DCS. YSB is reimbursed \$421.17/per child placed in YSB care by DCS or the court system. Viki Thevenow, Youth Services Bureau	
D. MOVE TO APPROVE: LETTER OF AGREEMENT WITH TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM.	47
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: NOT TO EXCEED \$7,500 Executive Summary: This is the previously approved MOU with the Association of Indiana Counties to use TRECS for contacting debtors and collect debt in compliance time frame. Margie Rice, Attorney	
E. MOVE TO APPROVE: MONROE COUNTY HEALTH DEPARTMENT CONTRACT WITH IU HEALTH, BLOOMINGTON HOSPITAL AND COMMUNITY HEALTH SERVICES.	49
FUND NAME: HEALTH FUND NUMBER: 1159 AMOUNT: \$173,100 Executive Summary: This partnership is for the delivery of public health nursing services on behalf of Monroe County Health Department. Penny Caudill, Health	

- F. MOVE TO APPROVE: MONROE COUNTY HEALTH DEPARTMENT 2019 CONTRACT WITH VOLUNTEERS IN MEDICINE. 54**
FUND NAME: LOCAL HEALTH MAINTENANCE FUND NUMBER: 1168
AMOUNT: NOT TO EXCEED \$15,000
Executive Summary: This agreement provides prenatal care for women without insurance and those who cannot afford prenatal care.
Penny Caudill, Health
- G. MOVE TO APPROVE: RATIFICATION OF GRANT RENEWAL WITH INDIANA STATE DEPARTMENT OF HEALTH. 57**
FUND NAME: SYRINGE SERVICES PROGRAM FUND NUMBER: 8153
AMOUNT: \$72,021
Executive Summary: ISDH has awarded Monroe County funding for harm reduction activities related to the syringe services program. Revenue from this grant will be \$72,021.
Penny Caudill, Health
- H. MOVE TO APPROVE: SUPPORT FOR SHALOM CENTER. 75**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000
AMOUNT: \$22,000/PENDING COUNCIL APPROVAL
Executive Summary: Request is for financial assistance to continue the Shalom weekend program. If approved by Commissioners, it will go Council for approval and appropriation.
Angie Purdie, Commissioners' Administrator
- I. MOVE TO APPROVE: AMERICAN STRUCTUREPOINT AGREEMENT. 77**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$50,000
Executive Summary: This study is for the southwest portion of the county. ASI will be collection traffic data for road improvements/repairs. The funds will be 100% reimbursed from the MPO Unified Planning Work Program.
Lisa Ridge, Public Works
- X. APPOINTMENTS**
- XI. ANNOUNCEMENTS**
- XII. ADJOURNMENT**

*******BREAK*******



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
DECEMBER 19, 2018
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on December 19, 2018 at 10:00 a.m. with the following members present: Amada Barge, President, Patrick Stoffers, Vice President and Julie Thomas. Also present: Jordan Miller, Payroll Administrator, Jeff Cockerill, Attorney, Angie Purdie, Commissioners' Administrator, Lisa Ridge, Public Works Director, and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

The meeting was called to order by Barge

II. PLEDGE OF ALLEGIANCE

Led by Barge

III. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Stoffers

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

Good morning and greetings Commissioners'. My name is **Anne Bono**, Vice President and Director of Advocacy for The Greater Bloomington Chamber of Commerce. On behalf of the Chamber's Advocacy team and Board of Directors I wanted to take a moment to thank Commissioner Stoffers for his dedication to public service and his leadership as a Commissioner. Pat was first elected as a Commissioner in 2006 after serving 2 terms on the Ellettsville Town Council. During this pivotal time in Monroe County Pat took initiative and served as an approachable, available and transparent elected official. He helped spearhead things like upgrades to the Charlotte Zietlow Justice Center and led efforts for additional protections for Lake Monroe. Pat also was a leader in the County parking garage. And Pat along with his two fellow Commissioners' sitting with him today, helped move forward the

Convention Center Project by issuing an RFQ. Nelson Mandela said 'What counts in life is not the mere fact that we have lived. It is what difference we have made to the lives of others that will determine the significance of the life we lead.' Thank you Pat for making a difference for the people of Bloomington and Monroe County.

(Stoffers) Thank you.

(Barge) Thank you Ms. Bono. Thank you for being here.

Penny Caudill, just one quick one. I wanted to say also thank you as we end this year to all of you for your service and to thank Commissioner Stoffers as well for your support over the years. We appreciate it. Thank you.

(Barge) Thank you Ms. Caudill.

Iris Keisling, former County Commissioner. Pat it was great working with you. I don't remember the number of years, the number of years I was on was a long time too. But it was a good time and I want to thank you for your service. And hopeful we'll see you around and we'll do some more stuff around together. Good bye and good luck. Thank you.

(Stoffers) Thank you.

(Barge) Thank you Ms. Keisling.

I'm **Karen Wheeler**, and I'm the Election Supervisor. And I wanted to just bring to your attention, of course I think you know all of this, but just as a remembrance of what kind of election that we had. And that I would like to say probably the thing that you think or most people, I'm sorry I'm out of breath. I ran over here. The thing that seems to stand out the most from the election is that we didn't have enough ballots. But I would like for you to understand that I don't think that's the biggest problem that we had. That's pretty easy to solve, we'll just print more ballots. But the big problem is that we did not have a very good communication with the Inspectors. And to create that ability to make that work better we need support of the Commissioners. For instance, at the very end of the day when we found out that we were going to extend the time from 6 (pm) to 7 (pm) we basically had 10 minutes to contact 34 inspectors and 34 different polling sites. And it made it pretty much impossible to do that because not only did we have to call them, they were calling us. But we had all these incoming calls and we couldn't even get calls out. Which made for some other confusing things to happen. So what we would like to present to you is that we need your help to make another much better election and our future elections to be much smoother we do need more space. And when we have more space we can have more phone lines, we can have more people working them and that's just a part of the situation is the phones. It was like we ran out of space on every level. So I know you know all this, but we just wanted to make sure that we can really count on having this assistance to figure out this problem as speedily as possible. Any questions?

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Monroe County Commissioners

December 19, 2018

meeting Minutes

(Barge) Thank you for being here.

Good morning, my name is **Mike Chaveas**, I'm the Forest Supervisor at the Hoosier National Forest. As you know I come to these meetings periodically to just hear what's going on in the County, be available for questions and give you any updates. So one thing in particular that I want to touch on today in the 2:45 that I've got, is I understand there is a little bit of heightened interest recently on particular timber harvest and how those relate to water quality on the National Forest. So I just wanted to inject a couple of quick points into that discussion. We are in the midst of a public process that's going to be ongoing for about a year in terms of analysis moving forward. So couple quick points. Yes we do harvest timber off of National Forest. It's part of the mission of the agency and part of what we do in terms of supporting local economies with sustainable wood products. But we don't harvest timber just for the sake of cutting trees. We have ecological objectives that we're trying to achieve and the timber harvest and prescribed fires are the tool by which we get that done. So it's a relatively small proportion of forest in any given year about 0.15% of the National Forest acreage gets harvested for timber. And the primary reasons we do it are, there's really two-fold at front and center for us. One is there is a very good level of data that is showing us that our forests are in trouble when it comes to the composition. We are losing Oaks across the landscape. People can be fooled a little bit into thinking it's not an issue because you go for a hike and there's lots of oak in the canopy, plenty of mature trees. It's the next generation that's not coming up. And the reason for that is Oak's need disturbance, they need sunlight and they fire in order to compete with Maple and Beech. Without those disturbance factors Maple and Beech will replace them, and we're losing Oaks. And if we lose them they're very important component when it comes to wildlife habitat. The other piece is there's a lot of also good data showing song birds in particular as well as other wildlife species are decreasing in abundance. One of the reasons for that is, that lack of diverse habitat. In southern Indiana most of our forest, more than 90% are older than 20 years but younger than 100 years. So we're missing two very important pieces in large part, the old forest and the young forest. And most bird species rely on both of those moving forward. So those are our primary objectives when timber harvest is a tool and burning is a tool in order to improve that habitat quality and diversify it. Most of the National Forest does not and will not get logged going forward but a small proportion of it does. And whenever we do a timber harvest I just want to emphasize too that, this is not just a contract and let loggers are free to do whatever they wish within the forest. They're very heavily regulated. We have people on the ground consistently watching what they're doing and we put in best management practices to control and mitigate erosion going forward and protect water quality. The National Forest system was created with water quality in mind as a primary of what our mission is so we take that very seriously. So I just want you to be aware of that and just a reminder again that anytime you have questions or concerns that you're hearing from your constituents please don't hesitate to reach out, give me a call, zap me an email I'd be glad to take any questions you that you.

(Barge) Thank you so much. Thank you for being here.

(Purdie) I am here actually for Ms. Sherry Rouse she is Curator of Campus Art at Indiana University. Indiana University wants to give Monroe County Government a painting, actually it's a copy of a painting. This image was photographed circa late 1837 or early 1838. The artist is Theophilus Adam Wylie and this basically a political hearing that we have here and also has the Courthouse and my understanding from speaking with Councilor Munson is that this picture depicts the second County Courthouse, the brick one that was built shortly after the log cabin. Many years after the Wylie painting the brick Courthouse wings were added to the original building so it no longer had the square box as we see in the painting. This is a copy for you guys to be hung wherever you feel fit and it's from Indiana University, and Sherry Rouse is the one who made this possible for you guys. She wasn't able to make it today, so I'm here in her stead.

(Thomas) If I could, that is an amazing gift from Indiana University to have this replica. It really depicts a moment in history that we only have written records about so it's nice to have the visual representation of what this looked like. And I huge thank you to IU and a huge thank you to Councilor Munson because this was actually, we were actually supposed to have the original at our January event. And it was so cold they couldn't bring it and so they talked about doing the replica and we were impressed and grateful. It's amazing to have it here at the end of our Bicentennial year. It's a great way to cap it off. So thank you.

(Barge) Thanks for that background on it. It's good to know.

V. APPROVAL OF MINUTES

- **DECEMBER 12, 2018**

Stoffers made motion to approve. Thomas seconded.

After call for public comment, motion carried by voice vote.

VI. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – DECEMBER 19, 2018**
- **PAYROLL – DECEMBER 21, 2018**

Stoffers made motion to approve. Thomas seconded.

(Miller) The total for claims was \$71,107,732.14

- \$69,282,880.29 – Settlement
- \$163,910.88 – Bituminous Overlay
- \$159,000 – Convention Center Loan Payment

The total for payroll was \$1,454,948.67

- 70.9% - Main & Supplemental Payrolls
- 29.1% - Taxes, PERF, One America, etc.

After call for public comment, motion carried by voice vote.

VII. REPORTS

- **TRAFFIC/ROAD UPDATE – NONE**

(Ridge) I don't have a traffic report, however, we opened our material bids on December 6, 2018 here in the Nat U Hill room. And then Legal Department received a sealed bid that actually was post marked November 16, 2018. So under their recommendation I'm going to open the sealed bid, read it aloud and then take it under advisement, because later on the agenda we are awarding these, so that's my traffic report.

And it is from Lincoln Park Stone out of Terre Haute, Indiana. And actually they're bidding on stone.

- #2 stone - \$6.50, INDOT standards
- #4 stone - \$7/ton
- #5 stone - \$8.40/ton
- #8 stone - \$8.40/ton
- #9 stone - \$8.40/ton
- #11 stone - \$8.40/ton
- #53 stone - \$6.40, INDOT spec
- #53 stone regular - \$6.20, not INDOT specified
- Revetment Riprap - \$8/ton INDOT specified
- Shot Rock \$5.50
- Clay fill dirt \$2.50

(Barge) Thank you, take it under advisement?

(Stoffers) Yeah, and between here and item K, you think you can-

(Ridge) Actually on some of these material bids, such as stone and we do bituminous, we actually award it by quadrant through the County, where we're working in the County. Technically we have awarded it to multiple vendors. So if their pricing is equivalent to the northwest quadrant like it was last year, then we'll award it to both of them anyway.

(Thomas) Do we need a motion to take it under advisement?

(Cockerill) It wouldn't hurt.

(Stoffers) Move we take the Lincoln Park aggregate bid under advisement.

(Thomas) Second.

Motion carried by voice vote.

VIII. NEW BUSINESS

A. MOVE TO APPROVE: 2018 MONROE COUNTY EMERGENCY MANAGEMENT PLAN UPDATE.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

Good morning, **Allison Moore**, Monroe County Emergency Management Director. We review our Emergency Comprehensive Plan every year and every 5 years we do an update. And so I have brought the plan before you for promulgation this morning. I would like to read the letter of agreement aloud or at least a part of it that will allow the public to know exactly what the plan does and why we have it.

The Monroe County Comprehensive Emergency Management Plan establishes the basis for coordinating emergency activities for those areas within the county impacted by a disaster or an emergency requiring supplemental assistance. The CEMP assumes a disaster or an emergency overwhelms the capability of these areas and establishes the necessary protocols for seeking additional state or federal assistance should the event overwhelm county resources.

The CEMP covers all four phases of emergency management: mitigation, preparedness, response and recovery. The CEMP also makes considerations for homeland security issues by directing personnel and resources towards prevention and protection activities. The CEMP plan is a check list format, which requires all county agencies to develop and implement standard operating procedures. These procedures will define the and express how tasks, functions and activities will be accomplished in the CEMP. These procedures may be administrative, routine or tactical in nature.

We use Emergency Support Functions. Emergency Support Functions are groups of agencies/departments with similar missions, training, activities and resources. These groups are organized in the fashion for ease of direction, control, and coordination before, during and after a major event.

So I think that does a very good job of explaining what the plan is and why we have it in Monroe County and why we are here today for your support.

(Thomas) Um, so, is, where is this available at? I had it up yesterday on my home PC, but where can residents read this?

(Moore) We can post it today to the county website. Right now on our county website page it's the old version, so we can go back and post the most up to date version on the county website today, you can go to the county website and then click on Emergency Management, then we can link it there.

(Thomas) Ok. What's changed between the old and the new? What's the synopsis of the-

(Moore) We had minor changes from last year to this year. One of the things is now we have I69 so we had to add those various anywhere within the plan that specifies some of the things

that travel through our county. We've made those updates. We had some name changes within the fire departments that then became territories and we had minor changes like that. We found a few grammatical errors but for the most part no major changes were changed from last years to this year.

(Thomas) It's really detailed stuff. Would you be willing to change the cover page to reflect our new logo?

(Moore) Yes.

(Thomas) Thank you.

(Purdie) The only thing I would like to add is the new one is currently on our website along with our agenda and those items. So I can be seen at the moment, currently, but then we'll get it moved to your-

After call for public comment, motion carried by voice vote.

B. MOVE TO APPROVE: INTEGRITY ONE TECHNOLOGIES.

FUND NAME: SURVEYOR ARCHIVES FUND NUMBER: 1202 AMOUNT: NOT TO EXCEED \$400.

Stoffers made motion to approve. Thomas seconded.

Good morning Commissioners. My name is **Trohn Enright-Randolph**, I'm the Monroe County Surveyor. I've recognized I've been bad at introducing myself because I'm so familiar with everyone. But I just wanted to come here for this agreement, it kind of wraps up the John Stapleton records. We started earlier this year with having Integrity One scan them and provided us with those digital copies and this completes the final phases of the Stapleton records. I will give you a quick note, he was appointed surveyor in 1941, served for 20 years, prior to that he worked for the City of Bloomington, Camp Atterbury and he also had a Stapleton Engineering & Surveying services. They are really unique surveys like the John Stapleton preliminary lot, that's how the city was first subdivided. We actually have almost all of those records online, you go through the Surveyors webpage, there's surveyor resources, click on that and you can find the Stapleton records. And another note is we have, this isn't just the Stapleton's, we have uploaded over 3,000 unique documents and they're all accessible through the county's webpage in the Surveyor's office. This is just finish up that, since we kind of put in smaller not to exceed agreements and this is the last portion.

After call for public comment, motion carried by voice vote.

C. MOVE TO APPROVE: MOU BETWEEN CIRCUIT COURT PROBATION DEPARTMENT AND COMMUNITY JUSTICE AND MEDIATION CENTER.

**FUND NAME: LIT – SPECIAL PURPOSE FUND NUMBER: 1114 AMOUNT:
NOT TO EXCEED \$32,000**

Stoffers made motion to approve. Thomas seconded.

Hi, **Troy Hatfield**, Deputy Chief Probation Officer. Around this time every year we come to you to renew this MOU with the Community Justice Mediation Center. It helps us provide services for our juvenile clients and victims of crimes. I've got Liz here, the Executive Director of Community Justice and Mediation Center I'll have her say a few words.

(Liz Grenat) So in honor of the Bicentennial I thought I'd share a little CJAM history with you. Our VORP program was actually the program that launched CJAM over 25 years ago when a group, I don't know if any of you were here then, but a group of community activists called Citizens for Jail Improvement were really working to improve the conditions in the jail and just justice in general. They sought funding for the VORP program and because of the Monroe County Probation, Judge Galvins continued support of restorative justice programming and your funding, 25 years later community volunteers are helping offenders understand the impacts of their harm, for giving supports and getting questions answered for victims and most importantly we're really helping those offenders understand how they can repair those harms and then move forward so they don't do those things again. So thank you very much for your support. Commissioner Stoffers thank you for your support to the community and Happy Holidays.

(Barge) Thank you. What a great summary of an amazing program that's helped so many. Thank you. Do you track data on sort of demographics like people of color vs people who are not, how about marginalized populations in general.

(Grenat) Yeah, in general in our restorative justice programs about 78% of the clients that we serve through STEP and VORP are what we would consider to be marginalized. So we do track lots of different data. If you have questions about that I can share that with you at another time, I don't have the data with me.

(Barge) I totally wasn't expecting that. I appreciate, that's really great to know. Thank you.
After call for public comment, motion carried by voice vote.

D. MOVE TO APPROVE: AGREEMENT WITH THE HEALTH FOUNDATION OF GREATER INDIANAPOLIS.

FUND NAME: SYRINGE SERVICES FUND NUMBER: 9130 AMOUNT: \$20,000

Stoffers made motion to approve. Thomas seconded.

Good morning, **Penny Caudill**, Monroe County Health Department. For several years now the Health Foundation of Greater Indianapolis has awarded us funds to help support our syringe services program that is operated by Indiana Recovery Alliance. And next year 2019 is actually

\$20,000 which is an increase over the past years. I don't anticipate that will continue, but we are grateful for any additional funds and these will be used to buy supplies at the syringe service program.

(Thomas) Can you remind us of the amount we received for 2018?

(Caudill) For 2018 I believe ten or fifteen, it's been usually \$10,000 or \$15,000. So it's changed from year to year.

(Thomas) That's really wonderful. That's a testament to the program. And I'm so glad that, so proud of our County for doing this. Thank you for your good work and your staff for bringing this here and Indianan Recovery Alliance.

(Caudill) Yes, and these are private funds so they are not restricted like a lot of the State or Federal funds are, in terms of exactly what supplies may be used.

(Barge) I think also if you want to support Indiana Recovery Alliance they're going to be at the City Council meeting this evening and they're asking anybody who supports their program to come at 6:30.

After call for public comment, motion carried by voice vote.

E. MOVE TO APPROVE: ORDINANCE 2018-39; AMENDING CHAPTER 310 AND CHAPTER 342.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

(Caudill) Yes, every year we have processed since we have several health codes, we review them on just an ongoing basis. So that over the course of every 5 years we've looked at and reviewed all of our health codes. And every other year we look at fees and we've looked at a couple others that didn't have changes, the Hazardous Waste and I think you all had already made some changes to that, and a couple that we didn't have any recommended changes too. But what's before you today are the changes that we are requesting. Had planned on bringing this to you at a work session with just changes in schedules, I appreciate Ms. Purdie, said put it on the website that way we have a chance for the public to see it anyway. And so it has been up for a week. I haven't received any public comment on the changes that we're proposing. I will hit some of the highlights for you, I won't bore you with every single change that we've made. Some of it is sort of those grammatical types of changes just to make it more easily read or clearer in terms of what we're stating and those kinds of things. But the changes related to fees that I really want to highlight in terms of affidavits, paternity affidavits, we have several different types and we had increased one of those fees but we had not increased the others and they all really require the same amount of work and time and effort that is going into that from the staff. So we're just requesting that those all be the same fee and not different ones. The board did go over these, the staff had looked at looked at them, we always first and foremost we cannot make money off of our fees so we are limited in terms of , they can't be

higher in what it cost us to run the program. But we also always look at other counties and try and do some comparisons to make sure that we're not totally off the path for that either. There are a couple of things that we've removed, and one is Environmental Site Assessment, we have never used those fees and I think from the best of our recollection those have been in there from when the PCB stuff started and we really don't even have I would say the capacity to do those, they would need to be done by other entities. What we do with PH I requests are treated as public information requests. So we do those and there is of course no charge for that.

With Food Service there were a few changes that were just kind of cleared up in terms of food manager certification courses and those kinds of things, nothing too big there. We did add or change our Plan Review Fees. Typically those match the permitting fees for those facilities and when we up'd the permit we did not last time change the Plan Review Fees. So it's just bringing those into align with what we do.

A couple changes we did add a Change of Ownership with no Construction. So what has been in place is that licenses are non-transferable. So if you change owners then you have to get a whole new permit. And sometimes there's no significant changes, the menu's staying the same, they're not doing construction changes it's a matter of me selling it to someone else. And so for those very simple things we have added a Change of Ownership with no Construction. So it would be not really changing the menu or the facility at all other than the owner. So that it would allow for that.

We've added, also Partial Year Licensing Fee, and this is another circumstance where right now if you came in and it was 1 or 2 months before the new year started, you had to pay the entire year's fees. And so this will just allow someone if it's at the end of that year we're not going to provide as much service to them, we're still going to do all the front end things, but if they're a facility that would normally get 3 inspections a year, they're not going get 3 in two months, so this would allow that to be I think more equitable for business owners who are opening at the very end a fiscal cycle.

And we did remove things related to soil testing because we no longer have a soil scientist on staff so we removed those. And we did increase well sampling costs because our water testing fees have went up. Again we've just sort of compared some of the things, our septic program is probably the one that brings in the least amount of money in comparison to what it costs us so there are some fees there related to new residential sewage system or repair and then for permit modification and septic installer tests. So if you went to install a septic systems in the county, every other year we have a class that you have to come to and be certified by us and so it slightly increases that.

We added a late fee for refuse haulers, so trash haulers that don't get their permit truck. And then in Food and Beverage Vending, pretty much everything in here was more grammatical other than changing that licensing year to match our other retail food establishments. And that is it. We are hoping that this will just go into effect first of January for the new year.

(Stoffers) Is there a publishing requirement on the fee changes?

(Cockerill) I think you are thinking of the fines. When we fine somebody for behavior-

(Stoffers) but not the fee. Thank you.

(Caudill) Just to add to that we do have a process, so when they are approved we'll make sure that we've posted and we have a process for notifying people that fees are changing. We do that within our office as well.

After call for public comment, motion carried by voice vote.

F. MOVE TO APPROVE: ORDINANCE 2018-40; UPDATE SECTION 2 OF ORDINANCE 89-01; CHANGING ROAD NAMES.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

(Ridge) This is updating an ordinance 89-01, it's just changing some wordage in the original ordinance and everything else remains the same. It's updating Section 2 of Ordinance 89-01 to change the following road names and addresses which have changed due to I69 construction. The original wording Hoosier Energy Drive, from State Road 37 to Showers Road and Showers Road from Wylie Road to Bridge #43 over Bean Blossom Creek. The new wording will be Ellis Road from Wayport Road to Showers Road and Showers Road from Wayport Road to 6528 N Showers Road. And again any other part of the ordinance stays the same. And the ordinance has to do with a wheel base restrictions in that area that's been in existence since 1989.

After call for public comment, motion carried by voice vote.

G. MOVE TO APPROVE: ORDINANCE 2018-41; AMEND NO PARKING ORDINANCE 86-11.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

(Ridge) This is our no parking ordinance that went to our, it was a request from a property owner that lives in the cul-de-sac having some issues with people parking in the cul-de-sac and leaving trash and items. So we are proposing to have a No Stopping, Standing or Parking location in the Maple Leaf Dr just in the cul-de-sac. This is required to go through the Traffic Commission, it was approved unanimously and then be advertised before the signs are installed upon approval.

Good morning I'm **Dorothy Granger**, I'm on the Bloomington City Council and I just want to say that I admire how quick and efficiently you deal with parking issues in the county. Thank you.

(Barge) Thank you for that sage comment.

After call for public comment, motion carried by voice vote.

H. MOVE TO APPROVE: INDOT LOCAL ROADS AND BRIDGE MATCHING GRANT AGREEMENT.

FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$330,000

Stoffers made motion to approve. Thomas seconded.

(Ridge) This is the agreement for the Community Crossing Matching Grant Program. Monroe County was awarded in October \$330,000 for a bridge rehabilitation project which also includes a Stormwater long range project of raising the road 700' to the south. This project is on Bottom Road so Monroe County was awarded the 50/50 match so our local match will be the other \$330,000 later one in this meeting we will be awarding that project, we opened bids last week.

After call for public comment, motion carried by voice vote.

I. MOVE TO APPROVE: AMERICAN STRUCTURPOINT, INC AMENDMENT #1 FOR HUNTERS CREEK RD PH I.

**FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$69,307.50**

Stoffers made motion to approve. Thomas seconded.

(Ridge) We just finished this project, actually we're doing our final walk through this Friday. The project actually a little bit early and ended a little bit late, so when you run into a time extension like that you have to pay the extra construction inspections services along with the project that's required. We will turn this into INDOT reimbursement, so the local match should be \$13,861.50.

After call for public comment, motion carried by voice vote.

J. MOVE TO APPROVE: AWARD BID FOR THE BOTTOM RD BRIDGE # 21 PROJECT.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

(Ridge) We advertised for bids according to Indiana Code 36-1-12-4 requirements and opened sealed bids on December 12, 2018 at 3 pm here in the Nat U Hill room. There were 5 accepted bids the lowest most responsive bidder was CLR, INC. from Bloomington, IN with a bid of \$594,487.35. This is again part of the Community Matching Grant Program that's funded through INDOT. So we would like to award the project to CLR, INC.

(Stoffers) I'll amend the motion to reflect Ms. Ridges' recommendation.

(Thomas) Second.

After call for public comment, motion carried by voice vote.

K. MOVE TO APPROVE: 2019 MATERIAL BID AWARDS FOR PUBLIC WORKS AND HIGHWAY DEPARTMENT.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

(Ridge) Sealed bids were opened at a publically advertised meeting on December 6, 2018 and read aloud. And this would be our recommendations after the bids were opened.

Item # 1 – Gasoline – Unleaded, Diesel Fuel, Kerosene, Gasohol, Bio-Diesel

Award to all bidders per IC 5-22-17-10 due to escalator clause. Those bidders were;

- C & S Oil Corp, Bloomington, IN
- Petroleum Traders, Fort Wayne, IN
- White River Co-Op, Bloomington, IN
- Heritage Petroleum, LLC, Evansville, IN
- Mansfield Oil, Gainesville, GA
- Luke Oil, Hobart, IN
- Jackson Oil, Indianapolis, IN

Item # 2 - Guardrail

We only received one bid for that so we will not be awarding that category. We will purchase or repair the guardrail on an as needed basis on the open market.

Item # 3 - Stone, Gravel, Aggregates and Sand

Again we're going to award this according to IC 36-1-12-4. We have a map where we break up the County into quadrants depending on where our projects are located:

Northwest Quadrant of the County: Rogers Group (Oard Road), Rogers Group (Morgan Co) contingent on the legal review for Lincoln Park Stone to be included into that quadrant

Northeast Quadrant of the County: Rogers Group (Oard Road)

Southwest Quadrant of the County: Rogers Group (Oard Road or Sieboldt Quarry), US Aggregates

Southeast Quadrant of the County: Blackwell Limestone Products, Rogers Group (Oard Road)

Item # 4 – Longitudinal Pavement Markings, Paint

Item # 5 – Longitudinal & Transverse Markings, Thermoplastic

Item # 6 – Removal of Thermoplastic/Longitudinal and Transverse Markings

Item # 7 – Longitudinal Pavement Markings, Epoxy

We would want to award this to the lowest, most responsive bidder, Indiana Traffic Services LLC.

Item # 8 – Corrugated Metal Pipe and High Density Polyethylene Pipe

Civil Con, Inc., E3 Bridge, St. Regis Culverts, 37 Pipe and Supply and Metal Culverts all submitted bids for these categories. Comparison of all pipe sizes, 74 in all, were submitted and reviewed.

We award Civil Con, Inc., Jeffersonville, IN due to being the most responsive and responsible bidder. Civil Con, Inc. was the only bidder to comply with all bid requirements.

(Stoffers) I'll amend my motion to reflect Ms. Ridges' recommendations.

(Thomas) Second.

After call for public comment, motion carried by voice vote.

L. MOVE TO APPROVE: MONROE COUNTY HIGHWAY ROAD INVENTORY MODIFICATIONS.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Stoffers made motion to approve. Thomas seconded.

(Ridge) We will annually submit to INDOT new roads that are accepted from maybe a new subdivision being built. We also have some deletions this year due to I69 construction. So actually what we will be sending to INDOT is approval of accepting Iron Gate Subdivision PH 2 and PH 1 and then also eliminating Barker Lane, Mann Road, Petro Road, Purcell Drive, Stonebelt Drive and Wesner Woods Road. So actually it will be adding 1.61 miles and deleting .67 miles. So this will increase the total 715.38 miles in Monroe County jurisdiction.

After call for public comment, motion carried by voice vote.

M. MOVE TO APPROVE: AGREEMENT WITH WASHINGTON TOWNSHIP WATER FOR DESIGN/EASEMENT REIMBURSEMENTS FOR SAMPLE ROAD.

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169

AMOUNT: \$144,058.02

Stoffers made motion to approve. Thomas seconded.

(Ridge) This agreement is for reimbursement for the water utility design for the Sample Rd PH I project. Utility design is necessary for the reconstruction of Sample Road, the utility company is Washington Township Water.

(Stoffers) Is that on the east side of highway or west side?

(Ridge) This is for 37/I69 to Old State Road 37 North. We're finishing up right of way purchasing right now, I think we have 4 parcels left out of 27.

(Stoffers) Thank you.

After call for public comment, motion carried by voice vote.

N. MOVE TO APPROVE: CHANGE ORDER #1; PARTIAL CLAIM RESOLUTION FOR KINSER PIKE BRIDGE # 46.

FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$2,356

Stoffers made motion to approve. Thomas seconded.

(Ridge) We're working with INDOT to close out this project. It was completed a couple of years ago. There has been some issues between the design team and the contractor that are trying to be resolved. Monroe County incurred about \$185,000 worth of additional construction inspection fees, however, with working with INDOT and talking to them by finishing up a couple of these last change orders they're going to reimburse us the \$185,000 for our construction inspection fees. But it is necessary to go through this claim process to tie up these little ends to get everything agreed upon. So this amount would be for \$2,356 and I expect maybe one more to come through to be able to close out this project.

(Thomas) Thanks for staying on top of that.

(Ridge) Yeah, we're very thrilled that INDOT is actually going to reimburse us. It's been a long drawn out process.

(Stoffers) There was a misalignment and an elevation-

(Ridge) Yeah there was a lot of issues on that project. It was a year over due on opening. It was some design issues that the contractor questioned at the time. So then it goes through a hearing with INDOT which we've set through, our legal department Dave thank goodness for him, set through a few hearings with INDOT, the contractor, and the design team. So they're just trying to get things settled so it doesn't have to go a mediation.

(Stoffers) So I'd say INDOT should be praised for sticking with us on that.

(Barge) Absolutely. I just want to say that this is a snapshot of just how hard you work. So thank you for all you do and your staff of course.

(Ridge) Thank you.

After call for public comment, motion carried by voice vote.

IX. APPOINTMENTS

- NONE

X. ANNOUNCEMENTS

- Accepting applications for all boards and commissions.
- ALL Monroe County Government Office will be **closed** on
 - Monday, December 24 and Tuesday, December 25
 - Monday, December 31 and Tuesday, January 1

- Next Commissioners' Meeting: January 9, 2019 at 10:00 a.m. in the Nat U Hill meeting room, 3rd floor of the courthouse.
- Proclamation "Patrick Stoffers Day"

XII. ADJOURNMENT

The minutes of the December 19, 2018 Board of Commissioners' meeting were approved on, January 9, 2018.

Monroe County Commissioners

Ayes:

Nays:

Amanda Barge, President

Amanda Barge, President

Patrick Stoffers, Vice President

Patrick Stoffers, Vice President

Julie Thomas

Julie Thomas

Attest:

Catherine Smith, Auditor



PROCLAMATION

"PATRICK STOFFERS DAY"

- WHEREAS:** 2018 signals the end of Patrick Stoffers' 12 years of service as a Monroe County Commissioner; and
- WHEREAS:** Commissioner Stoffers brought a wealth of knowledge and experience to the position, from a Master's degree in Management, six (6) years of service on the Ellettsville Town Council, a Financial Analyst and Manager for the City of Bloomington, to serving as an adjunct lecturer for the Department of Business Economics and Public Policy at Indiana University, Patrick was aptly prepared for the position of Commissioner, and
- WHEREAS:** To serve the residents of Monroe County, Patrick was actively involved in the acquisition of the North Showers building, court upgrades to the Charlotte Zietlow Justice Center, he supported much-needed renovations to our beautiful historic courthouse, ensured the completion of the county's storm warning system, and envisioned and worked to complete the County Employee Parking Garage. In addition, Patrick has championed a plethora of road, bridge, and trail projects and the proposed Convention Civic Center renovation project – vital infrastructure for the community; and
- WHEREAS:** Patrick believes government has a responsibility to maintain and provide basic safety net services for the community and as such was a strong supporter of our community non-profits such as Middle Way House New Wings shelter for battered women and their children; he supported Volunteers in Medicine and most recently stood as an activate for the Shalom Center's weekend hours; and
- WHEREAS:** Patrick is a quiet source of strength for those of us who have had the privilege of working with him. He can sum up a situation, draw upon his knowledge and experience, and share his insight with a few well-chosen words; and
- WHEREAS:** Monroe County is indebted to Commissioner Patrick Stoffers for his invaluable work as a public servant; and
- WHEREAS:** We are going to miss him! Because of all that he has done for our community, County Government, and the people who work with him, we are able to move forward and represent him as well as he has represented us;

**With gratitude, respect and in the spirit of celebration WE NOW DECLARE
Wednesday, December 19th, 2018**

"PATRICK STOFFERS DAY"

PROCLAIMED THIS 19th DAY OF DECEMBER, 2018

By THE MONROE COUNTY BOARD OF COMMISSIONERS



**MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
December 19, 2018**

- 1. Lisa Ridge – Public Works Department**
 - a. Miscellaneous

- 2. Legal Department**
 - a. Miscellaneous

- 3. Angela Purdie – Commissioners' Administrator**
 - a. Miscellaneous



WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)



Indiana Division of Weights & Measures
Madeland Ave., Ste D3, Indianapolis, Indiana 46
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Nov to 15-Dec 2018

INSPECTION ACTIVITIES	STATISTICAL			TOTAL
	Correct	Rejected	Confiscated	
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	19			19
Hopper Scales				
Computing Scales	14	1		15
Suspension Scales	3			3
Prescription Scales	3			3
Gram Scales				
Non-Commercial Scales	9			9
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	7			7
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights	48			48
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	385			385
Packages Controlled	1377	26		1403
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	488	1		489

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Small Scales

I have just a handful of small scales that I was not able to get to as we approached the Christmas holiday. I will be completing those in the next few days. We have found possible issues with the suitability of some devices at one of our larger grocery chains. We should be able to rectify these issues within the next few weeks.

County Ordinance

I am currently working on proposed changes to the County Weights & Measures ordinance. It has not been updated since 2003 and there have been some changes in technology that warrant changes to some of the wording in the ordinance. I am also going to review our fine system and adapt if necessary to ensure that they are adequate and in line with other jurisdictions in the state that have similar ordinances.

Package Checking

I am still finding some minor errors at one of our larger grocery chains here in the county. I will be doing a decent amount of package checking at these locations in January and February. In addition, I am going to try to schedule a meeting with a representative from their corporate office. If these efforts fail, I will be resorting to fines at these locations to correct the issues.

Vacation Time

I will be taking some time off over the Christmas/ New Years holiday. I will still be checking email and voicemail but if something major comes up I will be referring it to the State Division of Weights & Measures.

FILLED
DEC 20 2018

Catherine Smith

Auditor Monroe County, Indiana

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED

DEC 19 2018

MONTHLY REPORT NOVEMBER 2018

Catherine Smith
Auditor Monroe County, Indiana

Charges:

1	Fees payable to the State	\$	513,199.58
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	115,385.58
3	Bank Discrepancy	\$	7,799.32
4	Trust Funds (Bonds/Other)	\$	1,879,391.37
5	Trust, Refunds	\$	207.70
6	Trust, Judgment Collections	\$	27,321.52
	ISETS Child Support Collections	\$	9,474.38
	Interest-bearing Accounts Payables	\$	671,111.33
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>3,225,390.76</u>

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,543,305.05
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	9,474.38
	Interest-Bearing Saving Account	\$	671,111.33
12	Subtotal: Daily Balance Record (Lines 8-11)		<u>-</u>
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>3,223,890.76</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	<u>-</u>
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>3,225,390.76</u> \$ <u>3,225,390.76</u>

21	Balance in All Depositories	\$	3,514,629.18
22	Deduct: Outstanding Checks	\$	(345,522.05)

23	Net Depository Balance				
24	Deposits in Transit	\$	53,701.14		
25	Bank Fees	\$	155.00		
26	Interest				
27	Miscellaneous Adjustments (explain fully)	\$	(265.51)		
28	Participant recoupments	\$	1,130.00		
29	Agency recoupments	\$	63.00		
30	Balance in all Depositories (line 14)	\$	3,223,890.76	\$	3,223,890.76
31	PROOF				

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

(SEAL) *Yvette Lynn Browne*
 Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for ACH items in transit	8,502.00
ACH deposited in Bank	-7,771.30
ACH ST of IN Payables	-414.00
Stale dated/reissued checks cashed	257.00
Return Bank Fees	-465.00
Other Adjustments	31.99
Total Misc Adjustments	-265.51

Copy for Commissioners
 Copy for Board of Finance
 Copy for State Board of Accounts @
 E418 Government Center South
 Indianapolis, IN 46204

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/9/2019

Item for Formal Meeting? [X] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Dr. Donald Weller for 2019

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: County General/Correctional Center

Fund Number: 1000-0380

Amount: 15540.00

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This request is for the approval of the 2019 mental health contract between Dr. Donald Weller and the Monroe County Jail.

Person Presenting: Sam Crowe

Department: Correctional Center

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Jeff Cockerill

Submitted by: Missy Patterson

Date: 1/2/2019

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afeeman@co.monroe.in.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement consisting of three (3) pages is made by and between the Sheriff of Monroe County on behalf of the Monroe County Correctional Center (Hereinafter referred to as "MCCC") and Dr. Don Weller.

In consideration of the mutual covenants and agreements herein contained, the parties hereby enter into this agreement for the limited purposes and upon the terms, provisions and conditions set forth.

1. Scope of the Agreement and Limitations of Authority.

The purpose of this agreement is to provide referrals of inmates with mental health needs to the Monroe County Problem Solving Court by a mental health professional who possesses unique experience with inmates in Correctional facilities and who has special knowledge of mental health issues confronting inmates.

In the performance of the work, duties, and obligations hereunder, it is mutually understood and agreed that Dr. Don Weller shall not be considered an employee of the MCCC or Monroe County Government. Accordingly, MCCC shall not have control, direction, and/or dominion over Dr. Don Weller other than the terms of this agreement; however, Dr. Don Weller shall be responsible for performing the services contemplated hereunder as determined by MCCC.

Neither MCCC nor Dr. Don Weller has the authority to act for or on behalf of each other except as provided for in this Agreement, and no other authority, power, or use is granted or implied.

Dr. Don Weller may not incur any debt, obligation, expense, or liability of any kind on behalf of MCCC without said parties expressed written permission.

Neither Dr. Don Weller nor MCCC has the exclusive rights or benefits other than those set forth herein.

2. Term.

- 2.1. The term period of this agreement shall commence on the date first written below to December 31, 2019, unless terminated sooner as provided in Section 2.4.
- 2.2. The term of this agreement may be extended by mutual agreement of the parties and compensation required hereunder may be negotiated at the time.
- 2.3. The terms and conditions of this agreement shall be amended only upon written agreement of the parties and neither party shall assign this agreement without prior written agreement of the other party.
- 2.4. This agreement may be terminated due to a material breach by the other party, if such breach continues for more than fifteen (15) days after written notice specifying such breach is provided to the party in breach of this agreement.

2.5. Notice by one party to the other shall be in writing and personally delivered or deposited in the U.S. Mail, postage paid, certified or registered.

3. Duties of Parties of this Agreement.

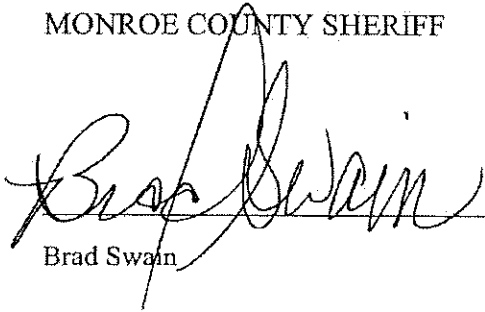
3.1. Dr. Don Weller shall provide mental health referrals to the Monroe County Problem Solving Court and attend such meetings as may be required for a period of five (5) hours per week for the term of this agreement.

3.2. MCCC shall pay Dr. Don Weller \$15,540.00 in four (4) equal installments. Payment or payments hereunder shall be made to Dr. Don Weller in installments as the parties specify in the schedule attached hereto and made a part hereof and identified as "Schedule of Payment and Amounts Due." The first installment of \$3,885.00 is to be submitted following the execution of this agreement, and subsequently payments of \$3,885.00 will be made quarterly.

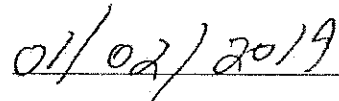
Now it is hereby agreed:

That effective this date signed by below, this document will thereafter be treated as a legally binding agreement.

MONROE COUNTY SHERIFF

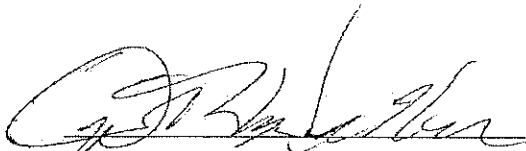


Brad Swain

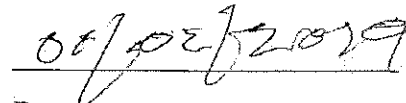


Date

MENTAL HEALTH PROVIDER



Don Weller



Date

Julie Thomas, President
Commissioners of Monroe County

Date

SCHEDULE OF PAYMENT AND AMOUNTS DUE

<u>DATE AND PAYMENT NO.</u>	<u>AMOUNT DUE</u>
1. JANUARY 9, 2019	\$ 3,885.00
2. APRIL 9, 2019	\$ 3,885.00
3. JULY 9, 2019	\$ 3,885.00
4. OCTOBER 9, 2019	\$ 3,885.00

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/9/18

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Purdue Extension - Contract approval with Purdue University for 2019

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: General fund

Fund Number: 1000-30006-000-0011

Amount: \$116,105.00

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Requesting approval for the 2019 contract with Purdue Extension to provide educational programming and resources to the citizens of Monroe County in the areas of Agriculture and Natural Resources, Community Development, 4-H Youth Development and Health and Human Sciences. The contractual amount was approved by the county council as part of the annual budget process.

Person Presenting: Katie Frew

Department: Extension Services

Attorney who reviewed: Jeff Cockerill

County Legal Review required prior to submission of this form for all contracts

Submitted by: Amy Thompson

Date: 1.3.19

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us

EXTENSION CONTRACTUAL SERVICES AGREEMENT

BETWEEN

PURDUE UNIVERSITY

AND GOVERNMENT OF

MONROE COUNTY, INDIANA

This agreement made this first day of January, 2019 by and between the government of Monroe County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Monroe County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Monroe County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
 - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

VS

Beth Siple 11/29/18
 Signature Date

Beth Siple
 Assistant Director Financial Affairs
 AG Sponsored Program Service

[Signature] 11/29/18
 Signature Date

Jason R. Henderson
 Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT:

BY _____
 County Government Official

 Date

 Typed Name

 Title

APPENDIX 1

**Memorandum of Understanding:
Purdue Extension Contractual Services Agreement in Monroe County**

The contractual services agreement between Purdue University and the government of Monroe County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$116,105.00 from Monroe County to Purdue, Purdue Extension will provide Extension services through the Monroe County Extension, including three county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2019 through December 31, 2019

Total Contractual Services Appropriation for Extension Educators:

Amount: \$116,105.00

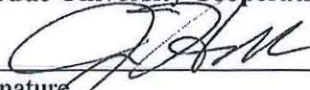
The County Extension Director will also provide annually a report on Extension services provided in Monroe County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

Purdue University Cooperative Extension

County Government

 11/29/18

 Signature Date
 Associate Dean and Director of Purdue Extension

 Signature Date

 11/29/18

 Signature Date
 Assistant Director, Agricultural Sponsored Programs

KS

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/9/19

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Signature on contract with Choices Coordinated Care Solutions

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity: []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: []

Fund Number: []

Amount: []

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This is a contract between YSB and Choices Coordinated Care Solutions. For the past several years, DCS has subcontracted with Choices to provide case management services to some of the youth on their caseload in Marion County. Choices manages the care of the youth, and they are billed directly by YSB for the youth placed in our care. This is a contract we have had for the past few years, and it is being renewed to reflect our new 2019 contractual reimbursement rate negotiated with DCS, which is \$421.17 per child per day. This rate is reimbursed to YSB for any youth placed in our care by DCS or the court system. This contract was reviewed and approved by Margie Rice.

Person Presenting: Viki Thevenow

Department: YSB

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Margie Rice

Submitted by: Sarah Borden

Date: 1/3/19

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us



ATTACHMENT 1
CERTIFICATION OF COMPLETION OF REQUIRED CRIMINAL HISTORY
AND BACKGROUND CHECKS

Direct Service Provider, Monroe County Board of County Commissioners, hereby certifies that it has performed all of the checks as required pursuant to the criminal history and background checks procedure set forth in Indiana Addendum to the Master Provider Agreement, including collection of attestations regarding child abuse and neglect or criminal activity. A list of the Direct Service Provider's current Covered Personnel that have received the requisite criminal and background checks reference herein is attached hereto. The list is divided into two parts, separately showing those who require full background checks, which include Fingerprint Based National and state checks, from all of the rest of the Covered Personnel. Direct Service Provider shall submit this form with an updated list annually upon the anniversary date of the Agreement. Reminder: Covered Personnel who join Direct Service Provider after the Agreement begins may not provide services for the Direct Service Provider pursuant to the Agreement before the requisite criminal and background checks have been completed unless they are accompanied by other staff that have completed acceptable checks.

Direct Service Provider hereby certifies that it has, per Agreement requirements:

- Verified the identity* of all individuals subject to criminal history and background checks;
- Conducted Child Protection Services (CPS) checks* (for Indiana, send DCS an Indiana Request for Child Protection Services History Check form; for other states, see DCS' website on child welfare policies for web link);
- Conducted Sex Offender checks* (see DCS' website on child welfare policies for web links for national checks);
- Conducted Local Law Enforcement checks* using the completed and signed Application for Criminal History Background check form;
- Verified that all mandatory Indiana DCS trainings* have been completed by employees;
- Registered and completed fingerprinting* through the DCS approved fingerprinting vendor and assured that a fingerprint-based status letter is received via e-mail for each Covered Personnel; and
- Reviewed the results* of criminal and civil Background Checks and taken appropriation action per the Agreement and DCS child welfare policy 2.11.

Signature of Direct Service Provider

Send to: Choices Provider Relations
7941 Castleway Dr
Indianapolis, IN 46250

Date



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**EXHIBIT A
INDIANA ADDENDUM BY AND BETWEEN
CHOICES, INC.
AND
Monroe County Board of County Commissioners**

THIS INDIANA ADDENDUM (this "ADDENDUM") is entered into and effective as of the date of execution of the **MASTER PROVIDER AGREEMENT** (together with all addenda, exhibits, attachments, schedules, and this and all other amendments, the "Agreement") entered into by Choices, Inc., an Indiana nonprofit corporation ("Choices") and Direct Service Provider.

WITNESSETH:

WHEREAS, Choices and Direct Service Provider have entered into a Master Provider Agreement for Direct Service Provider to provide Covered Services to Program Participants; and;

WHEREAS, the Indiana Department of Child Services (hereinafter referred to as "State" or "DCS"), has required that each Provider providing services to a Choices Participant agree to the following terms and conditions in addition to the terms and conditions of the Master Provider Agreement between Choices and Direct Service Provider and;

WHEREAS, this Addendum will supplement the current Master Provider Agreement between Choices and Direct Service Provider.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

- I. **MONITORING PROVIDERS.** Choices shall monitor the performance of Direct Service Provider pursuant to its responsibility to the State for the performance of Direct Service Provider under the Agreement. Choices shall provide the State upon request with a copy of the Agreement and related Exhibits with Direct Service Provider. Choices shall notify the State of a breach of the Agreement and related Exhibits and reserves the right to discontinue any such Agreement with Direct Service Provider in the event of such a breach.
- II. **PERMITS, LICENSES, REGISTRATIONS AND APPROVALS.** Direct Service Provider shall obtain and maintain any and all permits, licenses, registrations and approvals (if applicable) to provide Covered Services to Participants under the Agreement. Direct Service Provider shall provide a copy of such permits, licenses, registrations and

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approvals to Choices upon execution of the Agreement. Direct Service Provider shall provide immediate notice to Choices of any change in the status of such permits, licenses, registrations and approvals, including, but not limited to, renewal, revocation, suspension, exclusion or related disciplinary action. Direct Service Provider shall provide copies of such permits, licenses, registrations and approvals to Choices annually (in addition to the immediate notice of any change in status). Failure to do so may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with Choices.

- III. **HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE.** Direct Service Provider shall comply with all health, safety, and environmental statutes, rules or regulations in the performance of work activities for Choices. Failure to do so may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with Choices.
- IV. **DRUG-FREE WORKPLACE CERTIFICATION.** Direct Service Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Direct Service Provider shall give written notice to Choices within five (5) days after receiving actual notice that the Direct Service Provider or an employee of Direct Service Provider has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of this Agreement and/or debarment of contracting opportunities with Choices and/or the State for up to three (3) years.
1. In addition to the provisions of the above paragraph, if the total agreement amount set forth in the Agreement is in excess of \$25,000.00, the Direct Service Provider hereby further agrees that the Agreement is expressly subject to the terms, conditions, and representations of the following certification imposed by the State:
 - a. This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.
 - b. The Contractor certifies and agrees that it will provide a drug-free workplace by:
 1. Publishing and providing to all of its employees a statement notifying them that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;



2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notify the State in writing within (10) days after receiving notice from an employee under subdivision C(2) above; or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision C(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring each 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
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A through E above.

V. INSURANCE.

- A. Direct Service Provider shall secure and keep in force during the term of the Agreement the following insurance coverage, covering the Direct Service Provider for any and all claims of any nature which may in the manner arise out of or result from Direct Service Provider's performance under the Agreement:
 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless additional coverage is required by the State. Choices is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with the Agreement.



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2. Professional liability coverage, including errors and omissions coverage, for all Covered Services provided by a licensed individual pursuant to this Agreement, with either (a) minimum liability limits of \$1,000,000 per occurrence, or (b) minimum liability limits of \$250,000 per occurrence and proof of coverage through the Indiana Patient's Compensation Fund.
 3. Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 4. Property damage insurance in an amount sufficient to provide coverage for any loss of property used by Direct Service Provider in connection with services provided under the Agreement, not less than \$100,000 in the aggregate.
 5. Worker's compensation coverage in the amount required by Indiana law.
- B. Direct Service Provider shall provide proof of insurance coverage by tendering to Choices Provider Relations a certificate of insurance upon execution of the Agreement and proof of workers' compensation coverage meeting all of the statutory requirements of Ind. Code §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the state of Indiana is required if any of the services provided under the Agreement involve work outside of Indiana.
- C. Direct Service Provider's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Direct Service Provider.
 3. The State is to be named as an additional insured on a primary, non-contributory basis on all insurance coverage for any liability arising directly or indirectly under or in connection with the Agreement.
 4. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Direct Service Provider in excess of the minimum requirements set forth above. The duty to indemnify the State under the Agreement shall not be limited by the insurance required in the Agreement.
 5. The insurance required in the Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.



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- D. Failure to provide insurance as required in the Agreement may be deemed a material breach of contract entitling Choices to immediately terminate this Agreement. Direct Service Provider shall furnish a certificate of insurance and all endorsements to Choices Provider Relations upon execution of the Agreement.

VI. CRIMINAL HISTORY AND BACKGROUND CHECKS.

- A. This Section applies to each employee or volunteer (which includes interns) of Direct Service Provider who has or will have electronic or physical access to child(ren)'s records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Direct Service Provider's staff in connection with performance of any services or activities pursuant to the Agreement ("Covered Personnel"). To the extent applicable, Direct Service Provider shall conduct all criminal history and background checks required by law, the Agreement and the applicable DCS policies (including 2.10 and 2.11). All required checks must be conducted within the twelve (12) months prior to the date of execution of the Agreement or be completed at the time of execution of the Agreement and a certification of this requirement listing all Covered Personnel must be returned to Choices Provider Relations within thirty (30) days of execution of the Agreement. The checks shall be conducted in the same manner as required for licensed residential child caring institutions, with respect to Ind. Code §31-27-3-3, subsections (e)(1) and (f), and the Direct Service provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies are updated periodically, and Direct Service Provider shall comply with those current as of the time the Direct Service Provider executes the Agreement, adds Covered Personnel, renews this Agreement, or reaches the anniversary date of commencement of a multi-year agreement. Upon request and when feasible, Choices will furnish the Direct Service Provider with information on updates and any changes in policy or procedure. The current procedure requires the Direct Service Provider to conduct the following checks:

1. For those with direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Direct Service Provider's staff in connection with performance of any services or activities pursuant to the Agreement:
 - a. *Verify the identity* of all individuals subject to criminal history and background checks;
 - b. *Conduct Child Protection Services (CPS) checks in each county/jurisdiction/state that the employee or volunteer has lived within the past five (5) years;* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies and contractor policies for web links to CPS records);
 - c. *Conduct Sex and Violent Offender checks* (see DCS' website for web links for Indiana and out-of-state sex and violent offender checks);



- d. *Conduct Local Law Enforcement checks in each county/jurisdiction/state that the employee or volunteer has lived within the past five (5) years;*
 - e. *Register for Fingerprint-Based National and State Checks;* and
 - f. *Review Results of Criminal History and Background Checks and take appropriate action.*
2. For those with only electronic or physical access to children's records:
- a. *Verify the identity of all individuals subject to criminal history and background checks;*
 - b. *Conduct Child Protection Services (CPS) checks (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies and contractor policies for web links to CPS records);*
 - c. *Conduct Sex and Violent Offender checks (see DCS' website for web links for Indiana and out-of-state sex and violent offender checks); and*
 - d. *Review Results of Criminal History and Background Checks and take appropriate action.*
3. For all Covered Personnel and Subcontractors:
- a. The Direct Service Provider shall require Covered Personnel and subcontractors for the Agreement to immediately notify the Direct Service Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges and of any convictions or arrests. The Direct Service Provider shall immediately relay such notice to Choices Provider Relations. The Direct Service Provider shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest, conviction and shall include any previously unreported information to Choices Provider Relations. Direct Service Provider shall annually provide Choices with a Certification that all relevant Criminal History and Background Checks noted above have been completed and reviewed by Direct Service Provider and that any necessary appropriate action has been taken (Attachment 1, which is attached hereto and hereby incorporated by reference).
 - b. Except for A(3) above, the required checks must be performed every four (4) years based on the anniversary of the Individual Covered Personnel's initial checks.
- B. The Direct Service Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.



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- C. The Direct Service Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Direct Service Provider shall, if requested by Choices or the State, provide a copy of that record to Choices or DCS or make the record available for inspection by Choices or an authorized representative of DCS.
- D. With respect to any current Covered Personnel, the Direct Service Provider shall submit the form attached hereto as Attachment 1 within thirty (30) days after the effective date of the Agreement and annually upon the anniversary of the effective date of the Agreement or as requested by Choices. Attachment 1 will certify that the requirements under paragraph A of this Section have been completed. The Direct Service Provider shall furnish any other documentation related to the background checks as Choices or the State requests. The Direct Service Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join the Direct Service Provider after this Agreement begins. Such staff may not provide any services that involve contact with children before the requisite checks have been completed.
- E. In order to allow Choices to evaluate the results and to make determinations regarding qualifications of Direct Service Providers, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in Ind. Code §10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS and an authorized entity to receive the results. DCS will inform Direct Service Provider whether the report it receives concerning the subject of a check shows any records that would be grounds for denial of Direct Service Provider's ability to perform services and/or perform activities pursuant to this Agreement. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. Direct Service Provider should contact the DCS' background check unit to determine if the individual is eligible and apply for the waiver. DCS will not release to Direct Service Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If Direct Service Provider requests a waiver of criminal history, DCS will inform the Direct Service Provider of the decision on the waiver request. If a waiver request is granted by DCS, the Direct Service Provider shall provide a copy of the waiver approval to Choices Provider Relations in order for the Covered Personnel to continue to work with the Program.
- F. In the event a criminal history or background check required herein produces any record concerning the subject of the check that would be a ground for denial of his/her ability to provide services and/or perform activities pursuant to this Agreement and Direct Service Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of the Agreement.



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- G. Direct Service Provider (or the Provider's individual employees) will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Direct Service Provider or by DCS. Any fees paid by DCS on behalf of the Direct Service Provider may be offset against any claim for payment submitted by the Direct Service Provider under the Agreement.
- H. Upon request, Choices will assist the Direct Service Provider in clarifying the requirements of this Section.
- VII. **FEES.** Direct Service Provider and its subcontractors shall not impose upon the recipients of any services provided through the Agreement except as explicitly authorized by the State. Such prohibited fees include, but are not limited to, co-pays, deductibles, or Medicaid spend-down amounts.
- VIII. **ENVIRONMENTAL TOBACCO SMOKE.** Direct Service Provider agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, Direct Service Provider agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private resident, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. Direct Service Provider further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.
- IX. **NONDISCRIMINATION.** This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically Ind. Code §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between Choices, the State and any applicant or employee of Direct Service Provider or any subcontractor.
- A. Pursuant to Indiana Civil Rights Law, specifically including Ind. Code §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, and except as permitted by 28 CFR Part 38 "Equal Treatment for Faith-Based Organizations," Direct Service Provider covenants that it shall not discriminate against any employee or applicant for employment relating to the Agreement 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's 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"). Further, Direct Service Provider certifies compliance with applicable federal laws, regulations, and



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executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

- B. Provider further agrees to comply with all applicable provisions of Ind. Code § 22-9; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Title II of the Americans with Disabilities Act, 42 U.S.C. 12134; and all other non-discrimination laws and regulations of the United States and all other non-discrimination laws and regulations of the United States and the State of Indiana. In particular, Direct Service Provider will ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or be denied the benefit of the Direct Service Provider's services, or otherwise be subjected to discrimination under any program or activity for which the Direct Service Provider or its subcontractors receive, directly or indirectly, state or federal funds.
- C. Direct Service Provider understands that the State is a recipient of federal funds, and therefore, where applicable, Direct Service Provider and any subcontractors agree to comply with requisite affirmative action requirements, including reporting pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- D. Direct Service Provider agrees that any publicity release or other public reference, including media releases, information pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

X. COMPLIANCE WITH LAWS.

- A. Direct Service Provider shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances.
- B. Direct Service Provider certifies by entering into the 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 of Indiana.
- C. As required by Ind. Code § 5-22-3-7, Direct Service Provider certifies that Direct Service Provider, except for de minimus and nonsystematic violations, has not violated the terms of:
 - 1. Ind. Code § 24.7 [Telephone Solicitation of Consumers];
 - 2. Ind. Code § 24-5-12 [Telephone Solicitations]; or
 - 3. Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];
 - a. in the previous three hundred sixty-five (365) days, even if Ind. Code §24-4.7 is preempted by federal law; and that the Direct Service Provider will not violate the terms of these provisions for the duration of the Agreement.



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- D. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Direct Service Provider hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of Direct Service Provider, to any person for influencing or attempting to influence an offer 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 a 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.
- XI. **PAYMENT.** Paragraph IV.C. of the Master Provider Agreement is hereby amended to provide that invoices shall be submitted by Direct Service Provider to Choices within ninety (90) calendar days of the end of the calendar month in which the Covered Services were provided. If the Direct Service Provider elects to submit an invoice for the Covered Services to a third party payor for payment, the Direct Service Provider must provide written notice to Choices of that election within ninety (90) calendar days of the end of the calendar month in which the Covered Services were provided.
- XII. **CONFLICT OF TERMS.** This Addendum shall supplement the current Master Provider Agreement and be incorporated by reference into the Master Provider Agreement. To the extent that the terms of the Addendum conflict with any term of the Master Provider Agreement, the Addendum term will control.
- XIII. **AUTHORITY.** Each signatory to this Addendum represents and warrants that he or she has the full authority to enter into this Addendum on behalf of the respective parties hereto.



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IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have executed this Addendum, effective as of the date first above written:

CHOICES, INC.

By:

Printed Name: TaWanda Dent

Title: Vice President of Community and Provider Relations/Designee

Date: 12/13/18

DIRECT SERVICE PROVIDER

By:

Printed Name:

Title:

Date:



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**EXHIBIT D - COMPENSATION SCHEDULE
SERVICE CODE LISTING AND RATES**

Name of Agency: Monroe County Board of County Commissioners

Code	Service	Type	Contracted Rate
BEHAVIORAL HEALTH SERVICES			
5000	Assessments Outpatient (MD or CNS)	Per hour	
5100	Individual Therapy	Per hour	
5110	Family Therapy	Per hour	
5120	Group Therapy	Per hour	
5125	Family Preservation	Per day	
5130	Special Therapy	Per hour	
5140	Crisis Intervention	Per hour	
5155	MR/DD Behavioral Intervention	Per hour	
5161	Family Assessment (Parenting, Bonding)	Per hour	
5170	Day Treatment - Hourly	Per hour	
5171	Day Treatment - Daily	Per day	
5172	Day/Evening/Weekend Reporting	Per day	
5180	Evaluation/Testing Services (Psychological, Neuropsychological, Academic, Psychosexual)	Per unit	
5240	Behavior Management Services	Per hour	
5528	Parenting/Family Skills Training Groups	Per hour	
5533	Case Management	Per hour	
BEHAVIORAL SUPPORT SERVICES			
5185	Polygraph	Per unit	
5220	Consultation with Other Professionals	Per hour	
5480	Interpretive Services	Per hour	
5515	Team Meeting	Per hour	
5516	Court Hearing Attendance	Per appearance	
5523	Tutor	Per hour	
5538	Truancy Termination	Per hour	
5548	Truancy Termination - Group	Per hour	
5570	Transportation - Contracted	Per trip	
SUBSTANCE ABUSE SERVICES			
5101	Substance Abuse Therapy - Individual	Per hour	
5121	Substance Abuse Therapy - Group	Per hour	
5165	Drug/Alcohol Assessment	Per unit	

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Code	Service	Type	Contracted Rate
5166	Drug/Alcohol Screens	Per unit	
MEDICAL SERVICES			
5050	Medication Follow-up / Psychiatric Review	Per hour	
5060	Nursing Services	Per day	
5345	Residential Pharmacy Reimbursement	Per unit	
PLACEMENT SERVICES			
5310	Foster Care – Maintenance Payment	Per day	
5311	Foster Care – with Services	Per day	
5312	Foster Care – Therapeutic	Per day	
5313	Foster Care – Therapeutic Plus	Per day	
5314	Foster Care – Non-Ward Baby	Per day	
5340	Residential Treatment	Per day	
5350	Acute Psychiatric Hospitalization	Per day	
5380	Shelter Care	Per day	421.17-Shelter Care
5400	Group Home Care	Per day	
RESPITE SERVICES			
5410	Planned Respite– Daily	Per day	
SUPERVISION SERVICES			
5530	Community Supervision	Per hour	
5539	Supervised Visitation	Per hour	
5540	Intensive Supervision	Per hour	
5550	Supported Independent Living	Per day	
5560	Supported Work Environment	Per hour	
MENTOR SERVICES			
5521	Educational Mentor	Per hour	
5522	Parent & Family Mentor	Per hour	
5524	Clinical Mentor	Per hour	
5525	Recreational / Social Mentor	Per hour	
5526	Life Coach / Independent Living Skills Mentor	Per hour	
5542	Recreational / Social Group Mentor	Per hour	
5543	Life Coach / Independent Living Skills Group Mentor	Per hour	
CMHI BEHAVIORAL HEALTH SERVICES			
1151	Case Management	Per 15 min	

Revised 1/23/17



choices.
COORDINATED CARE SOLUTIONS

Code	Service	Type	Contracted Rate
11793	Counseling- Individual	Per hour	
11794	Counseling- Family	Per hour	
11795	Counseling- Group	Per hour	
11796	Psychological Testing	Per hour	
11797	Neurological Testing	Per hour	
11800	Individual- Community Based Counseling	Per 15 min	
11801	Group- Community Based Counseling and Therapy	Per 15 min	
11802	Intensive Outpatient Treatment	Per 3 hour session	
11803	Assessment	Per assessment	
11806	Crisis Intervention	Per 15 min	
CMHI BEHAVIORAL SUPPORT SERVICES			
11807	Child and Adolescent Intensive Resiliency Services	Per hour	
11808	Skills Training and Development, Individual Setting	Per 15 min	
11809	Skills Training and Development, Group Setting	Per 15 min	
11813	Habilitation	Per 15 min	
11816	Training and Support for Unpaid Caregivers	Per 15 min	
CMHI SUBSTANCE ABUSE SERVICES			
11810	Addiction Counseling, Individual	Per hour	
11811	Addiction Counseling Group	Per hour	
CMHI MEDICAL SERVICES			
11798	Medication Evaluation	Per hour	
11799	Ongoing Medication Evaluation	Per hour	
11804	Medication Training and Support Individual Setting	Per 15 min	
11805	Medication Training and Support Group Setting	Per 15 min	
CMHI RESPITE SERVICES			
11814	Respite - Less than 7 hours	Per 15 min	
11815	Respite- 7 Hours or More	Per day	

Revised 1/23/17



choices.
COORDINATED CARE SOLUTIONS

Effective Date: 1/1/2019

Direct Service Provider

Choices

Organization: _____

Choices, Inc. _____

Signature: _____

TaWanda Dent

Printed Name: _____

TaWanda Dent _____

Title: _____

Vice President of Community and
Provider Relations/Designee _____

12/13/18 _____

Signature Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 9, 2018

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Letter of Agreement between TRECS Clearinghouse and Monroe County

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Treasurer's Postage Line

Fund Number: 1000.30800.000.0003

Amount: \$7,500

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

The Commissioners previously approved an MOU with the Association of Indiana Counties to use the Tax Refund Exchange and Compliance System (TRECS). This Letter of Agreement confirms our compliance with that MOU and, additionally, provides authorization for TRECS to send the statutorily-required mailing to debtors of Monroe County. Each letter will cost Monroe County One Dollar and Fifty Cents (\$1.50), which is all inclusive for labor, materials and postage.

Using the services of TRECS for this purpose is the most cost-effective and efficient method for contacting debtors and assures compliance within the required time-frame.

Person Presenting: Margie Rice or Jessica McClellan

Department: Legal or Treasurer

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Margie Rice

Submitted by: Margie Rice

Date: January 3, 2019

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us



Association of Indiana Counties

Serving county officials so they can better serve taxpayers.

Letter of Agreement

This Letter of Agreement is between the TRECS Participating Agency, Monroe County Government, (hereafter referred to as the “Agency”) and the TRECS Clearinghouse (hereafter referred to as the “Clearinghouse”).

The Agency agrees to utilize the TRECS Clearinghouse Letter Service for one tax-cycle year from January 1, 2019 to December 31, 2019. The Agency understands that the Clearinghouse will mail notices to Debtor Offset Candidates as specified under IC 6-8.1-9.5 on the Agency’s behalf.

The Clearinghouse agrees to abide by all Indiana Codes regarding the notification letter set forth under IC 6-8.1-9.5. The Clearinghouse agrees to make available a copy of the letters mailed to the Agency through their secure online portal.

The Agency reaffirms that they will abide by all requirements as set forth in the Memorandum of Understanding between the Agency and the Association of Indiana Counties to participate in the TRECS Clearinghouse. This includes maintaining up-to-date records with the Clearinghouse and maintaining responsibility for all debtor contestations that may arise from the Clearinghouse Letter Service.

The Agency agrees to pay the Clearinghouse \$1.50 per letter. The Clearinghouse agrees to invoice the Agency monthly for the previous month’s letters. The Agency agrees to pay the invoice within 30 days of receiving the invoice.

Signature of Authorized Agency Representative, Monroe County Board of Commissioners

Printed Name

Date

Signature of Authorized Clearinghouse Representative

Printed Name

Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 9, 2019

Item for Formal Meeting?
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Request to approve agreement renewal between the Monroe County Health Department and IU Health, Bloomington Hospital, Community Health

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Health

Fund Number: 1159

Amount: \$173,100.00

Executive Summary:

The MCHD and IU Health, Bloomington Hospital, Community Health Services request the renewal of the agreement for services in 2019. This partnership is for the delivery of public health nursing services on behalf of the MCHD.

Person Presenting: Penny Caudill

Department: Health

Attorney who reviewed: Margie Rice
County Legal Review required prior to submission of this form for all contracts

Submitted by: Penny Caudill

Date: 1/3/2019

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us

AGREEMENT FOR PUBLIC HEALTH CLINIC SERVICES

FOR CALENDAR YEAR 2019

An agreement between the Monroe County Board of Health (MCBOH), 119 W. 7th Street, Bloomington, Indiana and IU Health Bloomington, Community Health Services Department (CHS), 333 E. Miller Drive, Bloomington, Indiana (a not-for-profit agency) for the period from January 1, 2019 to December 31, 2019.

Whereas IU Health Bloomington Hospital is a not for profit hospital that provides a disproportionate share of the healthcare services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of Indiana;

Pursuant to the provision of I.C.16-20-1-8, this Agreement is hereby established whereby the following commitments shall be made and services will be provided consisting of the following:

COMMITMENTS TO BE MADE BY THE PARTIES

- I. Commitment and Representation of IU Health Bloomington Hospital to Provide Indigent Care.
During the term of this contract, IU Health Bloomington agrees to continue its historic commitment to the provision of health care to indigent and uninsured residents of the IU Health Bloomington service area. It is IU Health Bloomington's intention to continue to provide financial assistance to any patient meeting the requirements outlined in our financial assistance policy.

- II. Acceptance and Acknowledgments of Monroe County Board of Health
 - a. Monroe County Board of Health accepts the commitments and representations of IU Health Bloomington Hospital as set forth.

 - b. Monroe County Board of Health hereby acknowledges that the healthcare services provided by IU Health Bloomington Hospital hereunder are in the public interest and that this agreement requires IU Health Bloomington Hospital to provide health care services to low income individuals who are not entitled to benefits under Title XVIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

 - c. Monroe County Board of Health acknowledges that IU Health Bloomington Hospital is providing these services at no reimbursement or considerably less than full reimbursement, from patients.

SERVICES TO BE PROVIDED BY IU Health Bloomington CHS

- III. IMMUNIZATIONS
 - a. Adult – Hepatitis A, Hepatitis B, Chickenpox, Pre-exposure Rabies, Measles, Mumps, Rubella, Meningitis, Tetanus, Diphtheria, Pertussis, Pneumonia, Shingles, HPV, and Influenza
 - b. Child-Hepatitis A, HPV Rotavirus, Diphtheria, Tetanus, Pertussis, Meningitis, Measles, Mumps, Rubella Chickenpox, Hepatitis B, Haemophilus Influenza, Polio, Pneumonia, and Influenza

- IV. COMMUNICABLE DISEASE (410 IAC 1-2.3)
 - a. Report satisfying Indiana State Department of Health (ISDH) Requirements
 - b. Investigate and institute control measures
 - c. Maintain database
 - d. Maintain data entry into Tuberculosis registry
 - e. Provide home visits for daily observed treatment (DOT)
 - f. Provide case management

- V. DISEASE PREVENTION AND HEALTH EDUCATION
 - Subjects to be covered:
 - a. Environmental Lead
 - b. Head Lice
 - c. Chronic Disease – Obesity, Diabetes, Hypertension, Asthma, Hyperlipidemia, etc.
 - d. Self-help activities – Diet, Exercise, Smoking Cessation, Infection Control, etc.

- VI. SCREENING AND TESTING
 - a. Mantoux
 - b. Capillary Glucose
 - c. Cholesterol
 - d. Capillary Lead
 - e. Blood Pressure
 - f. Hemoglobin (not routine)

- VII. PUBLIC HEALTH EMERGENCIES
 - Provide Three (3) nurses/health professionals to implement ordered nurse interventions for the following:
 - a. Natural disaster response
 - b. Bioterrorism – mass prophylaxis response
 - c. Disease outbreaks
 - d. Assist in development of Medical Reserve Corps.

- VIII. REPORTING AND MEETINGS
 - a. Prepare and submit monthly/quarterly activity reports

- b. Prepare and submit an annual work plan and review
- c. Meet quarterly with Monroe County Health Department (MCHD)
- d. Meet with local Lead Coalition
- e. Meet with local Tobacco Coalition

Subject to the provisions of the following paragraph and in accordance with I.C. 16-20-1-8, compensation shall be paid to CHS in the amount of \$173,100.00 for the twelve-month period beginning January 2019. This compensation shall be available in monthly payments.

Upon receipt of a properly executed claim voucher and a monthly financial and activities statistical report from the Monroe County Public Health Clinic (the Clinic), MCHD will make payments on a monthly basis for services when satisfactorily rendered in accordance with the provisions of this Agreement. For those items that are Medicare-Medicaid reimbursable, self-paying patients, insurance carrier provided or United Way funded, MCHD shall not be billed by CHS.

Within thirty (30) days after the termination of this agreement, the CHS shall submit a written report documenting the services provided with the Agreement's calendar year; and within ninety (90) days after the termination of this Agreement, the CHS shall submit a written report documenting the net cost of the services performed.

In the event that the expenses incurred for a particular activity covered under this Agreement do not total the budgeted amount for that activity, the unspent funds shall be retained by the MCHD.

The preceding terms set forth the services CHS is to provide at the Clinic on behalf of the MCHD and specifies the compensation CHS shall be paid for those services. Subsequent to the beginning of CHS provision of these services, the MCHD made arrangements for, an independent company, to process third party payments for immunizations that CHS administers at the Clinic pursuant to this Agreement. The arrangement for VaxCare to administer these payments is an alternative payment arrangement to that set forth in the preceding terms of the Agreement for compensating CHS.

The parties agree that third party payments for immunizations that CHS administers at the Clinic shall be sent to VaxCare. Payments by VaxCare to cover the costs of delivering the immunizations to persons at the Clinic are to be made to the MCHD. From that money paid by VaxCare to the MCHD, 80% of it shall be distributed to CHS and 20% shall be retained by the MCHD to cover its expenses in the administration of this agreement with VaxCare.

Monroe County Board of Health

**IU Health Bloomington,
Community Health Services Dept.**

By: _____
Mark Norrell, Chairperson

By: _____
Brian Shockney, , President and CEO

Date Signed

Date Signed

Approved:

Monroe County Board of Commissioners

Monroe County Health Officer

By: _____
Julie Thomas, President

Thomas W. Sharp, M.D.

Date Signed

Date Signed

Attest:

Cathy Smith, Monroe County Auditor

Date Signed

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 9, 2019

Item for Formal Meeting?
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Monroe County Health Department requests approval of the contract with Volunteers in Medicine for 2019.

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Local Health Maintenance Fund

Fund Number 1168

Amount: \$15,000.00

Executive Summary:

The MCHD and VIM have had this agreement for many years with amounts ranging from \$10,000 - \$20,000 per year. This agreement provides for prenatal care for women without insurance, and who are unable to afford prenatal care. The 2019 agreement amount provides up to \$15,000 to VIM for this care.

The MCHD requests approval of this agreement.

Person Presenting: Penny Caudill

Department: Health

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Margie Rice

Submitted by: Penny Caudill

Date: 1/3/2019

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us

AGREEMENT

FOR THE PROVISION OF

PRENATAL CARE FOR LOW INCOME, MEDICALLY INDIGENT WOMEN

2019

An agreement between the Monroe County Board of Health, 119 W. 7th Street, Bloomington, Indiana, hereinafter Department, and Volunteers in Medicine Inc., (hereinafter VIM), 811 West 2nd Street, Bloomington, Indiana, a nonprofit agency, for the period January 1, 2019 to December 31, 2019.

Pursuant to authority provided by I.C. 16-20-1-8, an agreement is hereby established whereby certain community health services will be provided by VIM consisting of the following:

SERVICES TO BE PROVIDED

VIM will assign low risk pregnancies patients to a doctor specializing in obstetrics that is under contract to perform services for VIM. The program will cover normal, basic prenatal care charges. (It is expected that Medicaid will cover delivery charges.) The program will provide the following services:

- I. Patient Services
 - a. Prenatal office visits as appropriate
 - b. Program orientation, health assessment, prenatal vitamins and iron, nutrition consultation, and social work services
 - c. Routine prenatal laboratory test
 - d. Public health services, if appropriate
 - e. Sonogram and non-stress testing if necessary (Genetic work-ups and ultrasounds are not included)
 - f. Post-partum office visits as necessary
 - g. Usual and customary post-partum laboratory tests

VIM will work with licensed OB specialists to coordinate services as listed above, including delivery. Delivery charges, professional fees related to anesthesia services (pathology, radiology, etc.), and nursing care not included in the program. It is expected that Medicaid will reimburse these costs. Visits for an illness other than pregnancy and Lamaze classes are also not included.

- II. Administrative Expenses
 - The necessary staff, supplies, insurance, employee benefits, taxes, and other related expenses needed to provide those services within this agreement are included in the cost of the outlined services.

In accordance with I.C. 16-20-1-8, VIM will be paid for each patient who receives program services in the amount charged by the doctor providing the services on behalf of VIM, provided that amount shall not exceed \$1,100.00 per patient and the total amount VIM may charge pursuant to this agreement shall not exceed \$15,000.00. The amount of \$15,000.00 shall be available for payments for the provision of the listed services rendered in a satisfactory manner. *Potential for additional funds is dependent upon both need and available funding.*

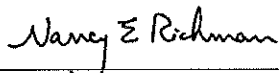
VIM will provide a mid-year and end-of-year report to Monroe County Health Department that outlines services provided including number served, partial and full-term care and outcomes.

Upon receipt of a properly executed claim from VIM, the Monroe County Health Department (hereinafter the Department) will make payments to VIM, semi-annually, unless the VIM and the Department agree to more or less frequent payments.

Within thirty (30) days after the termination of this agreement, the VIM shall submit a written report documenting the services provided during this agreement's calendar year.

In the event that the expenses incurred for a particular activity covered under this agreement do not total the budgeted amount for that activity, the unspent funds revert to the Department.

Mark Norrell, FACHE, HFA
Chairperson
Monroe County Board of Health



Nancy E. Richman
Executive Director
Volunteers in Medicine, Inc.

Date Signed

12/20/2018

Date Signed

Approved Board of Commissioners

President
Board of Commissioners

Thomas W. Sharp, M.D.
Monroe County Commissioner
of Health

Date Signed

Date Signed

Attest:

Monroe County Auditor

Date Signed

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 9, 2019

Item for Formal Meeting?
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Ratification of grant renewal agreement between the Monroe County Health Department and the Indiana State Department of Health.

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency: HHS

Federal Program: HIV Prevention Activities HD Ba

CFDA # 93.940

Federal Award Number and Year: NU62PS924556-20

Or other identifying number

Pass Through Entity ISDH

Amount Received

Federal: \$72,021.00

State:

Local Match:

Total Received: \$72,021.00

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Syringe Services Program (Harm r

Fund Number 8153

Amount: \$72,021.00

Executive Summary:

The ISDH has awarded funding to the MCHD for 2019, in the amount of \$72,021.00. These funds are for harm reduction activities related to the syringe services program. This includes a staff person for outreach testing with the SSP, data work, supplies (excluding needles), travel, training and equipment for the program

Person Presenting: Penny Caudill

Department: Health

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Margie Rice

Submitted by: Penny Caudill

Date: December 18, 2018

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us

GRANT AGREEMENT

CONTRACT #0000000000000000000030402

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana State 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 **\$72,021.00** (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):

HIV Prevention Activities Health Department Based Program

CFDA # 93.940

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 and that the information set forth in its grant application is true, complete and accurate. 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 or it made any material misrepresentation on its grant application.

- 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** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. 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 **January 01, 2019** and shall remain in effect through **December 31, 2019**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this grant in the amount of **\$72,021.00**. 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.

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, unless otherwise specified in **Attachments A** or **B**. 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**, the grant application, 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. 200.330, 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. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/erfa_2016.pdf. Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

- D. The Grantee must provide a copy of its Audit Report to:

Indiana State Department of Health
2 North Meridian Street, Audit Section 2C-99
Indianapolis, IN 46204

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, 35-44-1-4 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 2007-1 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 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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including 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.

Notices to the State shall be sent to:

Indiana State Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail:

Notices to the Grantee shall be sent to:

Penny Caudill, Administrator
Monroe County Health Department
100 W Fifth Street
Bloomington, IN 47404
E-mail: 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

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 **22**, below; (2) this Grant Agreement, (3) Attachments prepared by the State, (4) Invitation to Apply for Grant, (5) the Grant Application; and (6) Attachments prepared by Grantee. All of the forgoing are incorporated fully herein by reference.

20. 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 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.

21. 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.

22. 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 grant / contract provisions attached as **Attachment C** and incorporated fully herein.

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

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

24. 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.

25. Amendments

No alteration or variation of the terms of this Grant 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.

26. 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 *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

Compliance with Audit and Reporting Requirements; Maintenance of Records-modified
HIPAA Compliance-added
Amendments-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://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

Indiana State Department of Health

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

**Attachment A
Monroe County Health Dept.**

Funded Intervention: SSP (\$72,021)

Scope of Work: This funding is provided to support approved Syringe Services Programming (SSP) within their respective county.

Deliverables:

1. The grantee shall not use the funding to purchase syringes or any other injection equipment.
2. Allowable expenses may include:
 - Salaries
 - Fringe
 - Travel
 - Contractual
 - Supplies (excluding syringes or other injection equipment)
 - Other
3. The grantee shall conduct programming in a way that is consistent with the ISDH guidance.
4. All services shall be provided in a non-judgmental fashion.
5. All federal and state laws shall be observed.
6. The grantee shall enter all participant data into the provided SSP database.
7. The grantee shall prepare and submit quarterly service reports by the dates prescribed by ISDH Harm Reduction Program staff.
8. The grantee shall provide any other relevant information as required or requested to the designated ISDH staff.
9. Monthly invoices shall be submitted to ISDH for payment.

10. The grantee shall make referrals to substance abuse treatment, medical care, HIV/HCV/STD testing, and other relevant services when appropriate.
11. Grantee shall provide harm reduction education at each encounter.
12. Grantee shall provide education to reduce sexual, injection, and overdose risks.
13. Grantee shall provide condoms to reduce risk of sexual transmission of viral hepatitis, HIV, or other STD's.
14. Grantee shall provide referral and linkage information to Hepatitis A and B vaccinations providers.
15. Grantee will have at least one representative attend quarterly meetings, phone calls, and any other relevant trainings.

ATTACHMENT B
Monroe County Health Department

The Grantee's expected budget includes the following approximated costs:

Personnel	\$ 36,735
Fringe	\$ 18,386
Supplies	\$ 2,100
Travel	\$ 2,500
Consultant	\$
Contractual	\$
Equipment	\$
Other	\$ 12,300
Subtotal	\$ 72,021
TOTAL	\$ 72,021

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services
CFDA Number: 93.940
Award Number: NU62PS924556
Award Name: HIV Prevention Activities Health Department Based Program

1) Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) 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. 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 Prevention Activities Health Department Based Program 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 ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached 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 not execute this agreement until Contractor or Grantee completes the form in its entirety.

11) Federal Lobbying Requirements

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

For more information, please contact the ISDH Division of Finance.

Attachment D - Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-
4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/9/19

Item for Formal Meeting? [checked]
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Support for Shalom Community Center Weekend Program

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: County General

Amount: \$22,000 pending council approval

Fund Number: 1000-0068

Executive Summary:

Request for financial assistance to continue the Shalom weekend program. The program was initiated in October of 2017. The program provided 20,000 meals on the weekends during 2018. --- Approval by the Commissioners of this request is the first step as this item does require approval and appropriation by the Council.

Person Presenting: Angie Purdie

Department: BOC

County Legal Review required prior to submission of this form for all contracts
Attorney who reviewed: Jeff C

Submitted by: Angie

Date: 1/4/19



shalom community center
helping people in need

620 S Walnut, P.O. Box 451
Bloomington, IN 47402-0451
www.shalomcommunitycenter.org
day shelter (812) 334-5728
administration (812) 334-5734
fax. (812) 334-5736

03 January 2019

Monroe County Commissioners
100 W Kirkwood, 3rd floor
Bloomington, IN 47404

Dear Commissioners,

We are requesting \$22,000 from Monroe County Commissioners for Shalom Community Center in support of our weekend program for 2019.

Since October 2017, and with the support of the Commissioners, Shalom has been open every day of the week. Shalom staff and volunteers provide two hot meals a day, make washers and dryers available, and offer a safe, warm, welcoming space to those who have no place to go.

On the weekends, we provide the same services that we do during the week except for case management. The kitchen provided over 20,000 meals on the weekends during 2018. We have an "open door" policy so people may come and go and we have no way to effectively track numbers of people coming in every day.

The program was started as a way to help improve the safety of the downtown on weekends, when there are very few safe places for people who are homeless to go. While we have no statistics from Bloomington Police Department, we have heard there has been a decrease in downtown "incidents" so we know the program is effective.

With support from the Monroe County Commissioners, we can continue this successful program providing people who are living in poverty a safe, warm place to go throughout the year, seven days a week.

Thank you for considering this request. As always, I am available to answer any questions you may have.

My best,

Forrest Gilmore,
Executive Director



A safe daytime resource center for people experiencing homelessness and poverty

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/9/2019

Item for Formal Meeting? [X] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Contract between Monroe County Board of Commissioners and American Structurepoint for the Southwest Corridor Study

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Local Road and Street

Fund Number: 1169

Amount: \$50,000.00

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This is a study for the southwest portion of the County. ASI will be collecting traffic data for future road improvements and/or connections. The funds will be 100% reimbursed from the MPO Unified Planning Work Program.

Person Presenting: Lisa Ridge

Department: Public Works Department

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: David Schilling

Submitted by: Lisa Ridge

Date: January 3, 2019

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

Office e-mail: Commissionersoffice@co.monroe.in.us



AMERICAN
STRUCTUREPOINT
INC.

1241 CUMBERLAND AVENUE, SUITE D
WEST LAFAYETTE, INDIANA 47906
TEL 765.497.2888

December 11, 2018

Ms. Lisa Ridge
Monroe County Public Works Director
501 North Morton Street, Suite 216
Bloomington, Indiana 47404

Re: Southwest Corridor Study
Proposal No. 2018.01495

Dear Ms. Ridge:

American Structurepoint, Inc., is pleased to provide the following proposal for the Southwest Corridor Study.

PROJECT SCOPE

We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, or for the safety of persons on or off the job site. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Engineer shall perform a Corridor Study for the southwest area of Monroe County. The study area is bounded by I-69 to the east, SR 48 to the north, Kirby Road to the west, and Fullerton Pike to the south. An exhibit showing the study area is attached. The purpose of the study is to assist Monroe County and the City of Bloomington in recommending infrastructure improvement projects to mitigate future traffic growth for the southwest area corridors. The study tasks shall include the following:

1. Perform turning movement traffic volume counts on a typical weekday from 4:00 PM to 6:00 PM at each of the 20 study intersections shown on the attached exhibit. Existing average daily traffic (ADT) volumes can be estimated from the peak hour count.
2. Perform a site visit by a traffic engineer to collect existing roadway geometric data for the traffic analysis and to observe existing PM peak hour traffic operations.
3. Forecast future traffic for the study area intersections based on the following information:
 - The collected intersection turning movement counts

Ms. Lisa Ridge
December 11, 2018
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- Average Daily Traffic (ADT) volumes along the study area roadways for the 20-year horizon as obtained from the Bloomington / Monroe County Metropolitan Planning Organization's (BMCMPPO) travel demand model (TDM). It is anticipated the TDM will incorporate future traffic patterns due to the following:
 - The identified future land uses within the southwest study area
 - The I-69 Interstate project and study area Interchanges
 - Airport Road extension, Kirby Road extension, and Fullerton Pike extension as shown in the Thoroughfare Plan
 - Other future corridor improvement projects as determined by this southwest corridor study
 - Trip generation using the ITE Trip Generation Manual for the following known development sites:
 - Cook Medical site (old General Electric building)
 - State of Indiana new state office building (south end of Curry Pike)
4. Perform a vehicle capacity analysis (aka level-of-service analysis) using the Highway Capacity Manual and Synchro software for the following study intersections, analysis time period, and traffic volume scenarios:
- Study Intersections
- The 20 study area intersections shown on the attached exhibit
- Analysis Time Period
- Typical Weekday, PM Peak Hour
- Traffic Volume Scenarios
- Scenario 1: Existing Traffic
 - Scenario 2: Design Year No Build
 - Scenario 3: Design Year Build
5. Recommend future corridor improvement projects within the study area that will accomplish the following goals:
- Mitigate any existing traffic congestion
 - Mitigate any 20-year horizon traffic congestion
 - Provide connectivity between the County southwest area and the City of Bloomington
 - Provide connectivity to future land development and the I-69 interchanges
6. Develop a corridor improvement plan which provides the following information for the recommended projects:
- Improvement priority
 - Design recommendations that coincide with Monroe County / City of Bloomington existing design guidelines
 - Planning level cost estimates for the corridor enhancements

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7. Attend up to four (4) meetings including:
 - A public meeting to present the analysis of the existing conditions to solicit input for the future conditions analysis
 - A public meeting to present the analysis of the future conditions to solicit input for the preliminary report
 - A staff meeting to discuss the findings of the preliminary report and revisions
 - A staff meeting to present the final report
8. Incorporate the relevant results and data from transportation plans and studies prepared by others such as a crash history summary, comprehensive plan, thoroughfare plan, and trail master plan.
9. Prepare a report which summarizes the findings and recommendations. Deliverables of the report shall include the following:
 - PDF of the report with exhibits illustrating the existing/future traffic volumes, future land uses, and existing/future study area corridors
 - GIS layer files of the exhibits

Exclusions

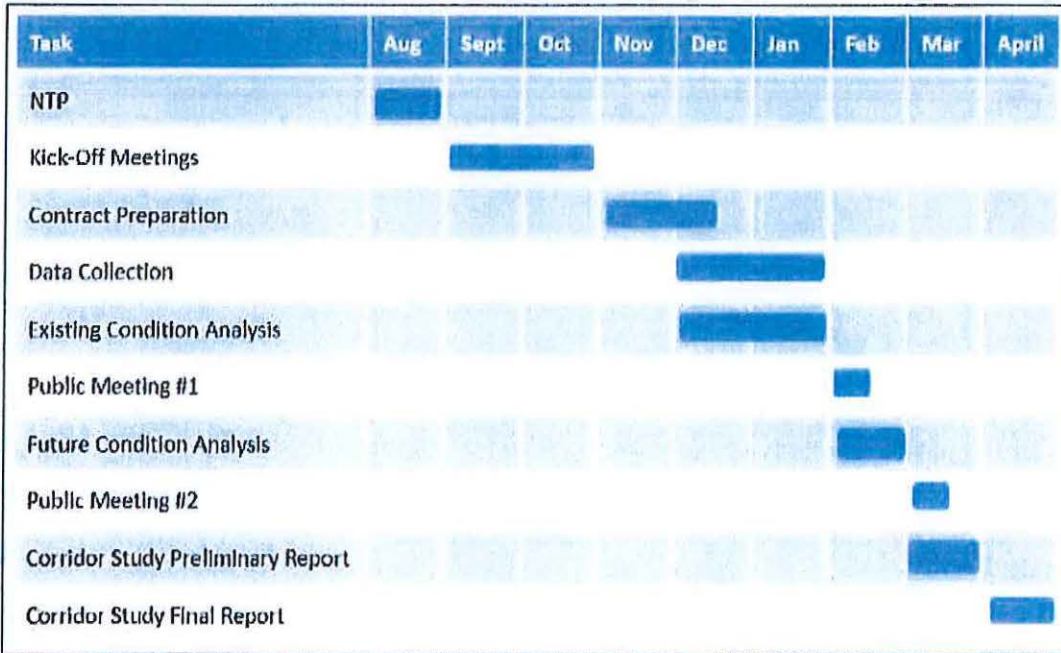
The fee on the following page represents the total scope of services as we understand it at this time. We do not anticipate the need for additional services, such as the following, but we are available to provide them for a supplemental fee if such a need should arise.

1. Additional meetings beyond what is identified in the scope
2. Traffic counts and capacity analysis for additional intersections
3. Additional analysis scenarios and time periods beyond what is identified in the scope
4. Additional analysis types such as crash history data or forecasted safety analysis
5. Complex micro-simulation models such as 3D vehicle simulations
6. Conceptual design of any recommended improvements

SCHEDULE

The finalized report of the study will be completed April 30, 2019. The following provides a preliminary schedule showing the interim steps of the study.

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COMPENSATION

Compensation for services rendered will be lump sum as indicated below and invoiced monthly on a percent-complete basis.

Traffic Counts.....	\$3,600
Existing Conditions Analysis.....	\$6,500
Future Conditions Analysis.....	\$14,000
Documentation.....	\$12,500
Meetings & Coordination.....	\$13,400
Total.....	\$50,000

We greatly appreciate this opportunity and look forward to working with you on this project. If this proposal is acceptable, please return an executed copy of the attached agreement. We will consider receipt of an executed agreement our notice to proceed. If you have any questions, please feel free to contact us at (317) 547-5580.

Very truly yours,
 American Structurepoint, Inc.

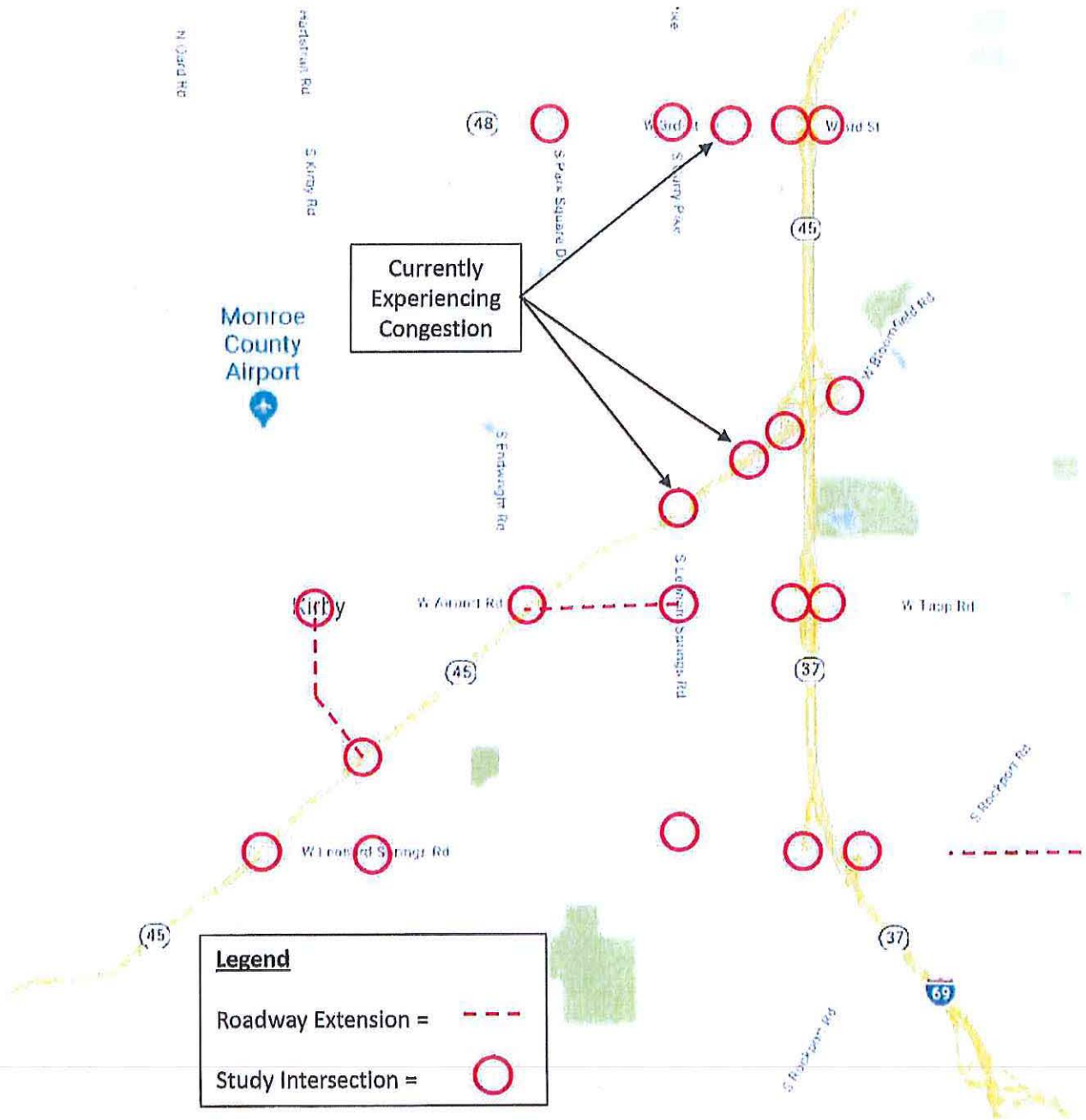
Thomas S. Vandenberg

Thomas S. Vandenberg, PE, PTOE
 Project Manager

Attachments

 AMERICAN STRUCTUREPOINT, INC.

Study Area Exhibit



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of date of latest required signature on page 4 ("Effective Date") between
Monroe County Board of Commissioners ("Owner")
and American Structurepoint, Inc. ("Engineer")
Engineer agrees to provide the services described below to Owner for Southwest Corridor Study ("Project").
Description of Engineer's Services: Engineer shall perform a Corridor Study for the southwest area of Monroe County.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within ~~30~~ **45** days of receipt. If Owner fails to make any payment due Engineer for services and expenses within ~~30~~ **45** days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of ~~1.0%~~ **1.5%** per month (or the maximum rate of interest permitted by law, if less) from said ~~thirtieth~~ **forty-fifth** day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish

and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. Indemnification/Insurance: Engineer shall indemnify and hold harmless the Owner, its officers and employees, from damages, costs, reasonable expenses, or other liability to the extent caused by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, reckless or negligent acts or failures to act, or willful misconduct on the part of the Engineer or its agents, or employees, or subcontractors directly responsible to it, including those losses that are covered by insurance, except that the above shall not apply to the sole negligence or willful misconduct of the Owner, the Owner's officers, agents, or employees. Engineer hereby releases Owner from any claim for liability by itself or a subcontractor, officer, agent, or employee, to the extent that such loss is covered by worker's compensation insurance.

During the performance of any and all services under this Agreement, Engineer shall maintain the following insurance in full force and effect:

1. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
2. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
3. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate; and,
4. Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

F. Documents Delivered to Owner: Drawings, specifications, reports, and any other design documents ("Project Documents") prepared by Engineer in connection with any or all of the services furnished hereunder shall be considered "work for hire" and shall be delivered to the Owner. The Engineer transfers any ownership claim to the Owner and all such materials will be the property of the Owner. Engineer shall have the right to retain copies of the Project Documents and drawings for its files. Owner shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Unless otherwise specified in writing by Owner, Engineer may presume that any paper, electronic, or other documents delivered to Owner is public record.

F.1 Reuse of Documents: All Project Documents including, but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to the Agreement are intended for use on the Project only. It is understood and agreed that the Corridor Study to be prepared by Engineer shall be used by Owner as a policy document and not as a construction design document. It is understood and agreed that Engineer is not responsible for damages resulting directly, or indirectly, from changes made to Engineer's Corridor Study by Owner or by others.

G. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

J. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

K. Engineer will comply with IC 22-5-1.7-3, specifically including the following:

1. Engineer to enroll in and verify the work eligibility status of all newly hired employees of the Engineer through the E-Verify program.
2. Engineer is not required to verify the work eligibility status of all newly hired employees of the Engineer through the E-Verify program if the E-Verify program no longer exists.
3. Engineer must sign an affidavit affirming that Engineer does not knowingly employ an unauthorized alien.

L. No Investment in Iran. As required by IC 5-22-16.5, the Engineer certifies that the Engineer is not engaged in investment activities in Iran.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Plus Hourly Rates)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$50,000.

~~B. The Engineer's compensation is conditioned on the time to complete construction not exceeding ____ months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

Monroe County Board of Commissioners

American Structural, Inc.

By: _____

By: Tom Vandenberg
E777AF070F1990...

Title: Amanda Barge

Title: Thomas S. Vandenberg, PE, PTOE, Project Manager

By: _____

Title: Lee Jones

By: _____

Title: Julie Thomas

Date Signed: _____

Date Signed: 1/3/2019

Engineer License or Certificate No. PE60018834

State of: Indiana

Address for giving notices:

Address for giving notices:

Lisa Ridge

Willis R. Conner

501 N. Morton Street, Suite 216

7260 Shadeland Station

Bloomington, Indiana 47404

Indianapolis, Indiana 46256

AFFIDAVIT RE: EMPLOYMENT OF UNAUTHORIZED ALIENS

The undersigned, to comply with the requirements of Indiana Code 22-5-1.7-11, affirms that

American Structurepoint, Inc. does not knowingly employ an unauthorized alien.
(Insert Company Name)

Dated: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

STATE OF Indiana)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared

_____ as _____ of American Structurepoint, Inc.,
(Name) (Title) (Company)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this ____ day of _____ 20____.

: Signature: _____

My Commission Expires Printed: _____
NOTARY PUBLIC

County of Residence

AFFIDAVIT RE: EMPLOYMENT OF UNAUTHORIZED ALIENS

The undersigned, to comply with the requirements of Indiana Code 22-5-1.7-11, affirms that

American Structurepoint, Inc. does not knowingly employ an unauthorized alien.
(Insert Company Name)

Dated: 12-11-18 Melanie Bucher

Printed Name: Melanie Bucher

Title: Senior HR Representative

Company: American Structurepoint, Inc.

Address: 7260 Shadeland Station
Indianapolis, IN 46256

STATE OF Indiana)

)SS:

COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared

Melanie Bucher as Senior HR Representative of American Structurepoint, Inc.,
(Name) (Title) (Company)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 11th day of December 20 18.

: Signature: Maureen T Walker

April 12, 2024
My Commission Expires

Printed: Maureen T. Walker
NOTARY PUBLIC

Hamilton
County of Residence



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: ONI Risk Partners, 600 E 96th St Suite 400, Indianapolis, IN 46240. CONTACT NAME: Christopher Ensminger, PHONE: 317-706-9594, FAX: 317-706-9794, E-MAIL ADDRESS: christopher.ensminger@onirisk.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Fire Insurance Co of N (20478), INSURER B: The Continental Insurance Compa (35289), INSURER C: American Casualty Co of Reading (20427), INSURER D: Berkley Insurance Company (32603).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Southwest Corridor Study

Where required by written contract or agreement requiring insurance, Monroe County Board of Commissioners is included as an additional insured with respect to the General Liability and Automobile Liability policies. Umbrella is follow form.

CERTIFICATE HOLDER: Monroe County Board of Commissioners, 501 North Morton Street, Suite 216, Bloomington, IN 47404. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]