



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA  
JULY 29, 2020  
12:00 pm  
VIA ZOOM**

*You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video. In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website*

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

*And click on the link information*

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

**Meeting ID: 843 5333 7265 Password: 162537 Dial by your location +1 312 626 6799 US (Chicago)**

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- III. DEPARTMENT UPDATES**
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- V. APPROVAL OF MINUTES** **1**
  - JULY 22, 2020
- VI. APPROVAL OF CLAIMS DOCKET**
  - ACCOUNTS PAYABLE – JULY 29, 2020
  - PAYROLL – JULY 31, 2020
- VII. REPORTS**
  - CLERK OF THE CIRCUIT COURT – JUNE 2020 **7**
  - WEIGHTS AND MEASURES – JUNE 16 – JULY 15, 2020 **9**

**VIII. NEW BUSINESS**

**A. MOVE TO APPROVE: RATIFICATION OF INDIANA STATE DEPARTMENT OF HEALTH IMMUNIZATION AGREEMENT. 10**

**FUND NAME: IMMUNIZATION FUND NUMBER: 8138 AMOUNT: \$60,008**

Executive Summary: This is a grant renewal which covers vaccines for children. We will pass these funds along to the MC Public Health Clinic to cover costs associated with vaccine clinics in Monroe County. Our county has some of the highest vaccination rates in the state. COVID 19 has created a situation where children have missed routine vaccinations and these funds will help ensure our children have access to the vaccination that they need.

**Penny Caudill, Health**

**B. MOVE TO APPROVE: DAVEY RESOURCE GROUP AGREEMENT REGARDING THE COMMUNITY & URBAN FORESTRY ASSISTANCE GRANT. 29**

**FUND NAME: COMMUNITY & URBAN FORESTRY FUND NUMBER: 8179  
AMOUNT OF GRANT: \$20,000**

Executive Summary: This grant is administered by the Indiana Department of Natural Resources through funding from the USDA Forest Service for inventory, managing, evaluating and planting trees. The MC Parks Board approved the \$10,000 grant match and will be transferred from Parks fund 1179 to 8179.

**John Robertson, Parks and Recreation**

**IX. APPOINTMENTS**

**X. ANNOUNCEMENTS**

**XI. ADJOURNMENT**

**\*The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**



**MONROE COUNTY BOARD OF COMMISSIONERS'  
MINUTES SUMMARY\*  
JULY 22, 2020  
10:00 am  
VIA ZOOM**

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location +1 312 626 6799 US (Chicago)

**I. CALL TO ORDER BY COMMISSIONER THOMAS**

**II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**

**III. AGENDA AMENDMENT**

Githens made motion to add item "F". Thomas seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0.

**IV. DEPARTMENT UPDATES**

- Health – Penny Caudill
- Emergency Management – Allison Moore
- Highway – Lisa Ridge
- Veterans Affairs – Mary Elftman

**V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**

- Nathan Mutchler – County resident

**VI. APPROVAL OF MINUTES**

- **JULY 15, 2020**

Githens made motion to approve. Thomas seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0.

**VII. APPROVAL OF CLAIMS DOCKET**

- **ACCOUNTS PAYABLE – JULY 22, 2020**

Githens made motion to approve. Thomas seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0

**VIII. NEW BUSINESS**

**A. MOVE TO APPROVE: BLEDSOE RIGGERT COOPER & JAMES AGREEMENT FOR LIMESTONE GREENWAY.**

**FUND NAME: 2017 GO BOND**

**FUND NUMBER: 4810-47151**

**AMOUNT: \$7,330**

Executive Summary: This agreement will allow BRCJ to preform design, bidding and construction support services for the Limestone Greenway. This project will address the shoulder stabilization and erosion problem and add safety fencing along the Greenway.

**Kelli Witmer, Parks & Recreation**

Githens made motion to approve. Thomas seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0

**B. MOVE TO APPROVE: DEE OWENS AGREEMENT FOR CARES REIMBURSEMENT ADMINISTRATION.**

**FUND NAME: COUNTY GENERAL**

**FUND NUMBER: 1000**

**AMOUNT: \$70,000-\$35,000**

Executive Summary: Monroe County has been allocated Cares Funding for reimbursement of funds expended due to the COVID-19 Health Emergency. The County is the reporting entity for County Government, local business community,

social service organizations, and other County taxing units. This agreement is for administration of that process.

**Jeff Cockerill, Attorney**

Githens made motion to approve. Thomas seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0

**C. MOVE TO APPROVE: HARRELL FISH AGREEMENT FOR JUSTICE BUILDING.**

**FUND NAME: CUMULATIVE CAPITAL FUND NUMBER: 1138**

**AMOUNT: \$24,500**

Executive Summary: The Justice building has three water heaters and 2 of them have died. The proposal from HFI provides for a boiler system that will be more efficient than the current water heater system.

**Angie Purdie, Commissioners' Administrator**

Githens made motion to approve. Thomas seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0

**D. MOVE TO APPROVE: INDOT AGREEMENT FOR HUNTERS CREEK ROAD PROJECT.**

**FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169**

**AMOUNT: \$5,614.01**

Executive Summary: This agreement is for project coordination for the Hunters Creek Rd project. There are remaining funds that can be allocated to the project, however the original contract has expired. This is to renew the contract to use the remaining funds for project construction PH II & III.

**Lisa Ridge, Highway**

Githens made motion to approve. Thomas seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0.

**E. MOVE TO APPROVE: BEAM, LONGEST & NEFF AGREEMENT FOR RECONSTRUCTION OF BRIDGE #308, ROCKPORT ROAD.**

**FUND NAME: CUMULATIVE BRIDGE**

**FUND NUMBER: 1135**

**AMOUNT: \$320,700**

Executive Summary: This agreement is for the design of Bridge #308 on Rockport Road. The construction year is FY2025 and is an 80/20 split with INDOT.

**Lisa Ridge, Highway.**

Githens made motion to approve. Thomas seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0

**F. MOVE TO APPROVE: ORDINANCE 2020-33; EXECUTIVE ORDER TO ENFORCE MONROE COUNTY PUBLIC HEALTH ORDER AND REGULATION.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Githens made motion to approve. Thomas seconded.

Public comment –

- David Askins – County resident

Attorney Jeff Cockerill called roll.

Thomas – yes

Githens – yes

Motion carried 2-0

**IX. APPOINTMENTS**

- **NONE**

**X. ANNOUNCEMENTS**

- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face covering will be provided to you if you need them.
- All Boards and Commission meeting have resumed and are being held via Zoom. Also, still accepting applications for all Boards and Commission. You can view and fill out an application on the County web site [www.co.monroe.in.us](http://www.co.monroe.in.us)
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE, Tuesday, July 28, 2020, , and Monday, August 24, 2020, 10am – 3pm** at the Monroe County Convention Center Conference Room, 302 S. College Ave.

This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767 or [www.redcross.org](http://www.redcross.org) .

- Local businesses and organizations can pick up free “**No Shirt, No Shoes, No Mask, No Service**” window clings at the [Bloomington Chamber of Commerce, 421 W 6<sup>th</sup> Street, Downtown Bloomington, Inc., 302 S College Ave.](#) or by calling the Commissioner’s office at 812.250.2550. Pick up your window cling on **Tuesday & Thursday’s from 10 – Noon and 1 – 3 pm.**

## **XI. ADJOURNMENT**

**\*The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor’s Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**

The minute's summary of the July 22, 2020 Board of Commissioners' meeting were approved on, July 29, 2020.

Monroe County Commissioners

Ayes:

Nays:

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor



**MONTHLY REPORT - CLERK OF THE CIRCUIT COURT**

Required by IC 33-17-2-8

**FILED**

JUN 23 2020

*Catherine Smith*

Clerk for Monroe County, Indiana

**MONTHLY REPORT JUNE 2020**

Charges:

1	Fees payable to the State	\$	52,865.77
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	54,317.79
3	Bank Discrepancy	\$	15,773.65
4	Trust Funds (Bonds/Other)	\$	1,451,476.10
5	Trust, Refunds	\$	1,271.35
6	Trust, Judgment Collections	\$	20,752.20
	ISETS Child Support Collections	\$	7,819.43
	Interest-bearing Accounts Payables	\$	1,724.12
	Cash on Hand	\$	1,500.00
7	<b>Total Charges</b>	<b>\$</b>	<b>1,607,500.41</b>

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	1,596,456.86
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	7,819.43
	Interest-Bearing Saving Account	\$	1,724.12
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	<b>Total Depository Balances as shown by Records</b>	<b>\$</b>	<b>1,606,000.41</b>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	<b>PROOF (Line 7)</b>	<b>\$</b>	<b>1,607,500.41</b>

21	Balance in All Depositories	\$	1,824,135.52
22	Deduct: Outstanding Checks	\$	(249,811.74)

23	Net Depository Balance		
24	Deposits in Transit	\$	26,778.50
25	Bank Fees	\$	120.00
26	Interest		(\$4.11)
27	Miscellaneous Adjustments (explain fully)	\$	3,589.24
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	1,606,000.41
31	PROOF	\$	1,606,000.41

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 CC & ACH items in transit	16,255.30
Credit Card deposited in Bank	-12,096.36
ACH ST of IN Payables	-27.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	-440.00
Other Adjustments	36.50
Total Misc Adjustments	3,589.24

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



**WEIGHTS AND MEASURES MONTHLY REPORT**  
 State Form 44196 (R2/10-99)

*Indiana Division of Weights & Measures*  
 2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-1791  
 Office: (317) 356-7078 \* Fax: (317) 351-2878  
[www.in.gov](http://www.in.gov)



Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Jun to 15-Jul 2020

INSPECTION ACTIVITIES	STATISTICAL			
	Correct	Rejected	Confiscated	TOTAL
<b>SCALES</b>				1
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	2	2		4
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2	1		3
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
<b>MEASURING DEVICES</b>				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	289	31		320
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TESTS</b>				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations	1			1
<b>GRAND TOTAL</b>	294	34		328

**NARRATIVE**

(Explain Miscellaneous Tests and Activities)

Due to the Coronavirus I am continuing to concentrate on fuel dispensers this month. Testing fuel dispensers allows me to remain socially distanced while continuing to get some work done. Due to the late start because of the emergency shutdown I am still trying to play catch up. If all goes well I should be able to have fuel dispensers complete by mid september.

I did have one complaint this month. The complainant claimed that he had received fuel from a station and his car had died soon after. The mechanic informed him that he appeared to have water in his fuel. I investigated the station in question and found no evidence of water.

With the Health Building being renovated I am currently between offices. The new office at the Highway Garage is almost complete and I should be able to start working out of the new office by early-mid August.

**FILED**

JUN 27 2020

*Scott A Sowder*

Monroe County, Indiana

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: July 29, 2020

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: Ratification of Immunization agreement between the Indiana State Department of Health and the Monroe County Health Department. Include VENDOR's Name in title if appropriate

Vendor # [ ] If new vendor, enter 'NEW'

All Grants must complete the following Is this a grant request? Yes [X]

New Grant to the County? Yes [ ]

Grant Type: Reimbursement/Drawdown [X] Up Front Payment [ ]

County IS Pass Through [ ]

Federal Agency: Department of Health and Human Services Federal Program: Immunizations and Vaccines for Children CFDA # 93.268 Federal Award Number and Year: NH23IP922631 2020-21 Or other identifying number Pass Through Entity: Indiana State Department of Health

Amount Received Federal: 60,008.00 State: Local Match: Total Received: 60,008.00

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

Fund Name: Immunization Amount: 60,008.00

Fund Number: 8138

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 grant renewal which covers vaccines for children. We will pass these funds along to the MC Public Health Clinic to cover costs associated with vaccine clinics in Monroe County. Our county has some of the highest vaccination rates in the state. COVID 19 has created a situation where children have missed routine vaccinations and these funds will help ensure our children have access to the vaccination that they need.

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: 7/27/2020

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 #000000000000000000043833

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 **\$60,008.00** (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 **§ 12-15-44.2-17** 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):

IMMUNIZATIONS AND VACCINES FOR CHILDREN PPHF

CFDA # 93.268

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 **quarterly** 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 **July 01, 2020** and shall remain in effect through **June 30, 2021**. 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 **\$60,008.00**. 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](https://www.in.gov/sboa/files/erfa_2016.pdf). Guidelines for filing the annual report are included in **Attachment D** (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: [isdhcontracts@isdh.in.gov](mailto:isdhcontracts@isdh.in.gov)

Notices to the Grantee shall be sent to:

**Angela Purdie, Administrator**  
**Monroe County Health Department**  
**100 W. Kirkwood Room 24**  
**Bloomington, IN 47404**  
E-mail: [apurdie@co.monroe.in.us](mailto:apurdie@co.monroe.in.us)

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

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below; (2) this Grant Agreement, (3) Attachments prepared by the State, (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. Public Record.**

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

**21. Termination for Breach.**

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.**

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

**23. Travel.**

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

**24. Federal and State Third-Party Contract Provisions.**

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

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

**26. 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.

**27. 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.

**28. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2019 OAG/ IDOA Professional Services Contract Manual or the 2019 SCM Template) in any way except as follows: \_\_\_\_\_

Compliance with Audit and Reporting Requirements; Maintenance of Records-modified

HIPAA Compliance-added

Amendments-added

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

**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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCT S.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL)

**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: *Monroe County Board of Commissioners*  
1E0F5FF84AC4468...

By:

Title: President- Julie Thomas

Title:

Date: 7/21/2020 | 14:58 EDT

Date:

Electronically Approved by: Department of Administration  By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Curtis T. Hill, Jr., Attorney General

**Attachment A**  
**Monroe County Health Department**  
**\$60,008**  
**Grant Period 7/1/2020 – 6/30/2021**

Goals and Activities

1. Influenza vaccination plan:
  - a. The MCPHC will offer influenza vaccinations to thirteen elementary schools and three middle schools and four high schools in 2020. Because of past grant funding, these clinics have been expanded.
  - b. MCPHC will offer influenza vaccinations to WIC clients while they are already in the building for other appointments, making access to care easier and increasing vaccinations among children age 6 months to age 5 years in 2020.
2. Reminder Recall:
  - a. MCPHC will conduct quarterly reminder recalls for children 19 – 35 months of age in 2020 and 2021.
  - b. MCPHC will conduct reminder recalls for HPV vaccinations ages 11-12 in 2020 and 2021.
  - c. MCPHC will conduct reminder recalls for HPV vaccination ages 13-18 in 2020 and 2021. All of the reminder recalls are done by sending letters. If the letter is returned as undeliverable then a follow up phone call will be made.
3. MyVaxIndiana promotion:
  - a. MCPHC will give access to at least 150 new persons to MyVaxIndiana by December of 2020.
  - b. MCPHC will have a table at one public health fair to promote MyVaxIndiana and will promote MyVaxIndiana during National Public Health Week by May of 2021.
4. HPV 11-12 year olds
  - a. MCPHC will offer school-based immunization clinics to all 5<sup>th</sup> grade classrooms in Monroe County by June of 2021.
  - b. MCPHC will offer the second dose of HPV to all 6<sup>th</sup> grade classrooms in Monroe County by June of 2021 to increase likelihood of full vaccine coverage and decrease missed opportunities.
  - c. MCPHC will increase the number of 11-12 years old clients who have started a series of the HPV vaccinations series from 49% to 51% by July 2021.
5. Quality Assurance:
  - a. MCPHC will conduct monthly quality control checks through chart reviews for all data submitted to the Indiana immunization registry, every month in 2021 and 2021.
  - b. MCPHC will ensure safe storage and handling of vaccines by checking refrigerator temperatures for maximums and minimums at the beginning and at the end every working day in 2020 and 2021. These records will be submitted to the VFC Coordinator at the end of every month.
  - c. The VFC Coordinator will download all refrigerator data loggers every other week in 2020 and 2021.
6. CHIRP
  - a. MCPHC will mail CHIRP information to all Monroe County providers and clinics by June of 2021.
  - b. MCPHC will highlight CHIRP utilization during National Public Health Week in April of 2021.

- c. MCPHC will call local walk-in clinics to be certain that the providers are utilizing CHIRP by June of 2021.
7. Emergency preparedness:
  - a. MCPHC staff will meet at least quarterly with the county Public Health Coordinator and conduct a table top pandemic flu exercise by June of 2021.
  - b. MCPHC will with the Medical Reserve Corps. utilizing their assistance in school based flu clinics as practice for larger scale POD exercises by December of 2020.
8. Partnerships:
  - a. MCPHC has existing partnerships with WIC and Positive Link and will offer extra influenza vaccination clinics for these clients to increase vaccination rate of vulnerable populations including those 6 months – 5 years of age by December of 2020.
  - b. MCPHC has existing partnerships with Monroe County Community School Corporation and the Richland Bean Blossom School Corporation and will conduct 21 school based influenza clinics and 13 spring 5<sup>th</sup> and 6<sup>th</sup> grade immunization clinics in 2020-2021 as outlined below:
    - VFC eligibility will be checked prior to vaccine administration by collecting consent and insurance information prior to vaccine administration and running insurance verification through VaxCare.
    - VFC eligibility will be checked at each visit.
  
    - Consent and verification will be completed within one week of administering the vaccinations. Having eligibility already verified, the nurse will know exactly how many privately funded doses that will be billed to insurance and how many publicly funded doses she will need before entering the school.
9. VFC wastage:
  - a. MCPHC will train all staff to download data logger information by December of 2020.
  - b. Equipment maintenance by Helmer Scientific will take place twice by June of 2021.

Note: Storage and handling has always been a top priority of MCPHC and the clinic has always been a good steward of vaccine resources. Aging equipment has been replaced with past funds and maintenance of equipment will be conducted bi-annually. Refrigerator temperatures are monitored twice daily by staff during business hours and an automated alarm system is in place 24 hours a day, seven days a week as well as ISDH approved data loggers. Maintenance of refrigerators and calibration will insure that the vaccine will be safer and the storage space will ensure that public and private vaccines can be kept easily separated making the risk for wastage lower. This is evaluated through monthly quality control audits of the temperature logs and yearly storage and handling training to all staff.

10. Billing:
  - a. MCPHC will begin billing Medicaid by fall of 2020.
  - b. MCPHC will continue to partner with VaxCare to bill private insurance for immunizations in 2020 and 2021.
11. Sustainability:



- a. MCPHC will meet with at least 4 community partners in 2020-2021 to create awareness of MCPHC services to the community and schools.
- b. MCPHC will seek additional opportunities for outreach funding in 2020-2021 if ISDH funding is not granted.

**Program Reporting**

The County HD will submit quarterly reports as prescribed by ISDH with items purchased, activities completed, and a forecast of how remaining funds will be drawn down within 30 days of the end of each quarter.

A year-end report as prescribed by ISDH will be submitted to Indiana State Department of Health (ISDH) within 30 days of the end of the grant period.

**Attachment B: Budget**

Name of Organization:	<b>Monroe Co Health Department</b>
Program Description:	<b>Immunization Grant</b>
Budget Period:	<b>7/1/2020 - 6/30/2021</b>

	<b>Original Agreement</b>
Salaries and Wages	\$ 42,600.00
Fringe Benefits	\$ 10,650.00
Consultants	\$ -
Contractual	\$ 2,462.00
Supplies	\$ 3,000.00
Equipment	\$ -
Travel	\$ 921.00
Other Operating	\$ 375.00
<b>Total Budget</b>	<b>\$ 60,008.00</b>

Any deviation in program expenditures must be requested in writing to the ISDH Immunization Division Director and approval granted prior to funds being moved or expended.

The Grantee is responsible for the cost of all repairs, maintenance, and/or replacement of equipment purchased with grant funds while the Grantee has care, custody and control over this equipment, and will not be reimbursed with grant funds for such expenses. All invoices should be submitted on a monthly basis and expensed per each of the line items listed above.

Attendance at the 2020 Public Nurses Conference is mandatory for all grantees. All expenses related to the Public Nurse's Conference should be billed under the Travel line item.

## **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services  
CFDA Number: 93.268  
Award Number: NH23IP922631  
Award Name: Immunization Cooperative Agreements

### **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](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

#### **7) Non-Delinquency on Federal Debt**

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

#### **8) Federal Funds Disclosure Requirements**

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

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

*This publication (journal article, etc.) was supported by the Immunization Cooperative Agreements 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, titled Transparency Reporting Subawardee Questionnaire. If the pre-

populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will send this form in a separate e-mail.

#### **11) Federal Lobbying Requirements**

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

For more information, please contact the 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 electronical 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](mailto: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=nPpqtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs)
- 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: July 29, 2020

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

Approval of Davey Resource Group Agreement pertaining to the Community & Urban Forestry Assistance (CUF-A) Grant

Vendor #

NEW

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes [X]

New Grant to the County? Yes [ ]

Grant Type:

Reimbursement/Drawdown [X]

Up Front Payment [ ]

County IS Pass Through [ ]

Federal Agency: USDA Forest Service Northeastern Area

Federal Program: Urban and Community Forestry Program

CFDA # 10.675

Federal Award Number and Year: Contract #41618 Yr:2019

Or other identifying number

Pass Through Entity: Indiana Department of Natural Resources

Amount Received

Federal: \$10,000.00

State: [ ]

Local Match: \$10,000.00

Total Received: \$20,000.00

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

Fund Name: Comm. & Urban Forestry

Fund Number: 8179

Amount: \$20,000.00

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:

The Community and Urban Forestry Assistance Grant is administered by the Indiana Department of Natural Resources through funding from the USDA Forest Service. The objective of the CUF-A grant program is to inventory, manage, evaluate, and plant trees. The Monroe County Parks and Recreation Board approved the \$10,000.00 grant match. The matching funds were transferred from Parks 1179 to 8179. Davey Resource Group to complete the following: - Hazard tree inventory of Monroe County greenways: \$13,500.00 - Hazard tree inventory of Karst Farm Park trails: \$1,690.00 - Hazard tree inventory of Will Delmer Park trails: \$1,015.00 - Tree Management Plan: \$3,795.00

Person Presenting: John Robertson

Department: MC Parks & Recreation

Attorney who reviewed: Margie Rice

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

Submitted by: John Robertson

Date: [ ]

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 Professional Services

Agreement made between Davey Resource Group ("Contractor") and the Monroe County Parks and Recreation Department and Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide independent, professional services in order to assist Monroe County with conducting a tree inventory and developing a tree management plan, along Monroe County trails and greenways. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County wishes to inventory trees along some of its greenways and trails and to develop a management plan for those trees. Monroe County has received a Department of Natural Resources grant to pay for one-half of the cost of the services and the Parks and Recreation Board approved the other one-half from Parks' funds. Monroe County wishes to retain the professional services of Contractor, as described in the attached *Tree Inventory, Planning, and Software*, Proposal, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000) without further written approval by Monroe County. Contractor shall submit invoices monthly, which shall be paid within forty-five (45) days of receipt.

2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before February 28, 2021. Details in Exhibit A shall govern the performance of all work under this Agreement. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.



7. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
  - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
  - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
  - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
  - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

**IN WITNESS WHEREOF,** Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

\_\_\_\_\_  
By: Aren Flint, Davey Resource Group

Date: \_\_\_\_\_

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to Monroe County Code Chapter 266-5.

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Member

\_\_\_\_\_  
Penny Githens, Member

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor

## INVESTMENT

### TREE INVENTORY

- Computerized inventory data collection of hazard trees trees along approximately 8 miles of greenway trails for a cost of: **\$13,500**
- Computerized inventory data collection of hazard trees trees along approximately 1 mile of Karst Farm Park trails for a cost of: **\$1,690**
- Computerized inventory data collection of hazard trees trees along approximately 0.6 miles of Will-Detmer Park trails for a cost of: **\$1,015**

---

### TREEKEEPER® SOFTWARE - ONE-TIME, FREE ONE-YEAR TRIAL

- One-year subscription **Free**

*During data collection, tree inventory data will be available for clients to view with compatible computer systems via our TreeKeeper® software. Clients agreeing to receive our promotional offer receive one free year of TreeKeeper® service beginning on the last day of the month of the inventory data release and ending 365 days later. DRG also supplies one year of telephone software support. DRG offers no discounts if Monroe County refuses the promotional software service offer.*

---

### PLANNING

- Tree Management Plan **\$3,795**  
*Data assessment with inventory findings, TreeKeeper® benefit summary, and recommendations for maintenance with a 5-year projected budget and an iTree Eco project file*

This proposal is valid for 60 days.

# ACCEPTANCE OF PROPOSAL

Contact: Andy French  
Monroe County  
Parks and Recreation  
501 N Morton  
Suite 100  
Bloomington, IN 47404

DRG, Inc: Aren Flint  
T: 765.430.9020  
E: aren.flint@davey.com  
Proposal Date: 7/8/2020

**ACCEPTANCE OF PROPOSAL:** The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind Monroe County and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted, this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Total: \_\_\_\_\_

Please add up the costs of services and insert total on the line above

Davey Resource Group, Inc.

Authorized Signature: Aren Flint

Name: Aren Flint

Date: 7/22/2020