



MONROE COUNTY COUNCIL

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

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

COUNCIL REGULAR SESSION AGENDA

Tuesday, November 14, 2023 at 5:30 pm

Nat U. Hill Meeting Room and Zoom Connection

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

Meeting ID: 867 9991 3652

Password: 131411

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

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

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, E Sensenstein, (812) 349-7314, esensenstein@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

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

5. DEPARTMENT UPDATES

- Council Office: Reminder of 2024 Boards and Commission Reappointments

6. COUNCIL LIAISON UPDATES

7. PROSECUTOR'S OFFICE, Beth Hamlin
Request the Creation of a New Location Number and Simultaneously Approve Additional Appropriations

STOP Grant, 8123-9624

13015	Domestic Violence PDA	\$44,263.64
13425	Sex Crimes DPA	\$44,263.65
17801	Part- Time	\$11,700.00
18101	FICA	\$6,066.00
18201	PERF	<u>\$11,260.00</u>
TOTAL		\$117,553.30

This item was tabled from the October 24 Work Session.

The Department is requesting to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding for the time period of 10/1/2022- 9/30/2023. The funds will pay a portion of salary and benefits for a full-time Sex Crimes DPA Specialist, a full-time Domestic Violence DPA Specialist, and a part-time assistant to the Special Victims Unit. The Department has not yet received a copy of a grant award letter or agreement from the Indiana Criminal Justice Institute but has received approval of the funds within the grant software.

8. EMPLOYEE SERVICES DEPARTMENT, E Sensenstein
Request Approval of a Category Transfer

General Fund- Employee Services, 1000-0309

FROM:

30080 County-Wide Training \$19,636.00

TO:

10089 Employee Services Assistant \$12,011.00
 18001 FT Self Insurance \$5,000.00
 18101 FICA \$919.00
 18201 PERF \$1,706.00

TOTAL \$19,636.00

The Council approved a new position for the Department on 7/25/23. The request is for the transfer of funds for compensation of the new position for the remaining six (6) pay periods in 2023.

9. BOARD OF COMMISSIONERS, Angie Purdie
Request the Approval of an Additional Appropriation

Public Safety LIT, 1170-0307

31006 Sheriff's Fleet Maintenance \$60,000

The Department is requesting an appropriation for repairs and maintenance to the Sheriff's (Fleet) Vehicles. The 2023 adopted budget for the line was \$100,000, and there was an additional appropriation of \$1000,000 in June. The current balance is \$19,895.41. The average monthly expense for this is \$15,000-\$20,000.

**10. BOARD OF COMMISSIONERS, Angie Purdie and Mark Delong
Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation**

<i>New Account Line:</i>	30013
<u>Opioid Restricted, 2257-0000</u>	
30013 Professional Services	\$93,000

This item was tabled from the October 24 Work Session.

Amethyst House applied for the Indiana's Opioid Settlement Match Grant RFF with the support of the Board of Commissioners but did not receive the requested support. The Board of Commissioners believes Amethyst's proposal is appropriate for the use of the County received Opioid Settlement funds. Fund 2257- Restricted- has a balance of \$436,666.37; the request from Amethyst meets the criteria for the use of restricted funds. Should Council approve this request, the appropriation is dependent upon a formal agreement with the Board of Commissioners.

11. BOARD OF COMMISSIONERS, Penny Githens, Angie Purdie and Kathy Hewett

A. Request the Approval of a Fund-to-Fund Transfer of Cash

FROM:

Opioid Settlement Fund, 1238-0000

60100	Transfer Out Fund-to-Fund	\$235,000
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TO:

Opioid Grant RFF 2023-007, 9164-0068

00992	Transfer In Fund-to-Fund	\$235,000
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Narrative for Items A and B: Commissioner Githens and the Health Department applied for and received Grant RFF-2023-007 (State Funds) in the amount of \$576,000. The Board of Commissioners are requesting the creation of account lines and additional appropriations. The grant provides State Opioid Settlement funds as a match to Monroe County's local opioid settlement funds to support two projects in Monroe County, with the Board of Commissioners serving as the fiscal agent. A fund-to-fund transfer of cash from the Opioid Settlement Fund into the Opioid Grant Fund is needed for the match portion of the grant. **Project 1:** Provides for the purchase of property/ building for the Indiana Recovery Alliance in the sum of \$350,000 and an outreach van in the sum of \$100,000. **Project 2:** Provides the Health Department a total of \$102,000 for harm reduction supplies.

[illegible]

B. Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations

Opioid Grant RFF 2023-007, 9164-0068

28241	Opioid Reduction Supplies	\$117,000
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41104	Vehicle Purchase	\$120,000
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45151	Property Acquisition	\$550,000
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TOTAL \$787,000

[illegible]

American Rescue Plan Act, 8950-0000

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$22,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

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17. ADJOURNMENT



MONROE COUNTY COUNCIL AGENDA REQUEST

(Review form before completing)

DEPARTMENT: Prosecutor

TODAY'S DATE: 09/11/2023

CONTACT PERSON(S): Beth Hamlin

PHONE: (812) 349-2064

EMAIL: bhamlin@co.monroe.in.us

PURPOSE OF REQUEST:

Creation of New Fund/Account Line(s)

☒ Additional Appropriation(s)

Transfer of Funds

Amend Salary Ordinance

Other (specify) _____

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

Explanation:

This is a request to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding, for grant number STOP-2023-00004. The funds will pay a portion of salary and benefits for a full time Sex Crimes DPA specialist, a full time Domestic Violence DPA specialist, and a part time assistant to the Special Victims Unit.

This is a request to appropriate STOP grant funding for the time period 10/1/2022 - 9/30/23. Total funding for this contract is \$117,553.30. A match of \$39,412.34 is required and is paid by way of the balance of salary and benefits for these positions. The match is paid out of the Public Safety LIT fund.

I have not yet received a copy of a grant award letter or grant agreement from Indiana Criminal Justice Institute. I have received approval of these funds within the grant software. If the Council wishes to make this appropriation contingent on the receipt of the award letter and/or grant agreement, our department would not object.

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

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

DEPARTMENT: Prosecutor

TODAY'S DATE: 09/11/2023

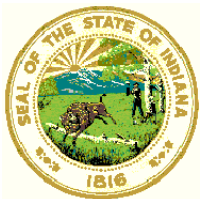
FUND NAME: STOP Grant

FUND: 8123

LOCATION: 9624

[illegible]

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



STATE OF INDIANA



Eric J. Holcomb, Governor
Devon McDonald, Executive Director

Notice of Award

09/01/2023

Erika Oliphant

Monroe County Prosecutor's Office
100 W. Kirkwood Ave., Room 322
Bloomington, IN 47404

RE: 2023 - 2024 Services* Training* Officers* Prosecutors* (STOP)

Dear Erika Oliphant:

On behalf of the Indiana Criminal Justice Institute (ICJI), I am pleased to notify you that your grant application and budget have undergone a careful review and your organization has been awarded funds in the amount of **\$117,553.30** from the above referenced grant.

As you know, ICJI must ensure that all grantees comply with the rules, regulations, and laws governing grants administered by ICJI. By signing the grant agreement, you acknowledge and certify that your organization agrees to abide by all rules, regulations, and laws governing grants administered by ICJI. ICJI strongly encourages you to familiarize yourself with these rules, regulations, and laws prior to signing the grant agreement.

If you have any questions about your grant award, please contact **Henry Barnes** at **HBARNES@CJI.IN.GOV** or **317-232-7610**. Congratulations, and we are looking forward to working with you throughout the duration of the grant as you utilize the grant funds to effectuate positive change throughout your community.

Sincerely,

Devon McDonald
Executive Director
Indiana Criminal Justice Institute

Cash Balance as of 9/22/2023: (\$38,009.67)

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
☐ Fund : 8123											
☐ Fund Desc : STOP Grant 16.588											
☐ Loc : 9623											
☐ Loc Desc : 2023											
8123	13015	Deputy Prosecutor-Dom Violence	29,965.42	0.00	0.00	0.00	29,965.42	29,965.42	0.00	0.00	0.00%
8123	13425	Dep. Pros-Felony Sex Crimes	32,619.44	0.00	0.00	0.00	32,619.44	32,619.44	0.00	0.00	0.00%
8123	17801	Part-Time	11,384.10	0.00	0.00	0.00	11,384.10	0.00	11,384.10	0.00	100.00%
8123	18101	FICA	4,696.28	0.00	0.00	0.00	4,696.28	4,696.28	0.00	0.00	0.00%
8123	18201	PERF	8,776.09	0.00	0.00	0.00	8,776.09	8,776.09	0.00	0.00	0.00%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Employee Services

MEETING DATE REQUESTED (Tentative): 11/7/2023

Request Presenter(s): Elizabeth Sensenstein

Phone: 8123497314

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

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

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

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (Specify)

Category Transfer within fund

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

Council approved the addition of a new position in July. This is to move funds to cover the various lines for the new position.

From

1000.30080.00000.0309 County Wide Training \$19,636

To

1000.10089.00000.0309 ESD Assistant \$12,011

1000.18001.00000.0309 FT Self Insurance \$5,000

1000.18101.00000.0309 FICA \$919

1000.18201.00000.0309 PERF \$1,706

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

Location Number: 0309

GENERAL FUND CASH BALANCE AS OF 11/2/23: \$19,424,345.69

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Addtl Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
Fund : 1000											
Fund Desc : County General											
Loc : 0009											
Loc Desc : Prosecutor											
1000	10004	Deputy Prosecutor-Felony	0.00	79,316.00	0.00	0.00	79,316.00	61,607.70	17,708.30	0.00	22.33%
1000	10007	First Deputy	0.00	84,339.00	0.00	0.00	84,339.00	68,119.80	16,219.20	0.00	19.23%
1000	10700	Check Decep/Expungement Coord	0.00	55,219.00	0.00	0.00	55,219.00	44,599.80	10,619.20	0.00	19.23%
1000	11002	Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	13001	Administrative Manager	0.00	48,449.00	0.00	0.00	48,449.00	39,131.40	9,317.60	0.00	19.23%
1000	13002	Deputy Prosecutor-Felony	0.00	76,277.00	0.00	(32,862.84)	43,414.16	25,041.22	18,372.94	0.00	42.32%
1000	13003	Executive Director	0.00	47,252.00	0.00	0.00	47,252.00	39,929.49	7,322.51	0.00	15.50%
1000	13004	Victim Assistance Director	0.00	38,692.00	0.00	0.00	38,692.00	33,310.55	5,381.45	0.00	13.91%
1000	13005	Victim Assistant	0.00	34,034.00	0.00	0.00	34,034.00	28,640.65	5,393.35	0.00	15.85%
1000	13006	Office Administrator	0.00	52,325.00	0.00	0.00	52,325.00	28,315.77	24,009.23	0.00	45.88%
1000	13007	Deputy Prosecutor-Felony	0.00	76,277.00	0.00	0.00	76,277.00	61,607.70	14,669.30	0.00	19.23%
1000	13008	Deputy Prosecutor-Misdemeanor	0.00	63,082.00	0.00	0.00	63,082.00	50,950.20	12,131.80	0.00	19.23%
1000	13009	Deputy Prosecutor-Misdemeanor	0.00	66,412.00	0.00	(32,000.00)	34,412.00	2,554.30	31,857.70	0.00	92.58%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
1000	13010	Deputy Prosecutor-Juvenile	0.00	73,710.00	0.00	0.00	73,710.00	53,638.27	20,071.73	0.00	27.23%
1000	13011	Deputy Prosecutor-Felony Drug	0.00	76,277.00	0.00	0.00	76,277.00	47,085.88	29,191.12	0.00	38.27%
1000	13012	Deputy Prosecutor-Misdemeanor	0.00	63,082.00	0.00	0.00	63,082.00	50,440.60	12,641.40	0.00	20.04%
1000	13013	Deputy Prosecutor-Misdemeanor	0.00	66,412.00	0.00	0.00	66,412.00	41,090.38	25,321.62	0.00	38.13%
1000	13014	Deputy Prosecutor-Felony	0.00	82,374.00	0.00	0.00	82,374.00	66,532.20	15,841.80	0.00	19.23%
1000	13015	Deputy Prosecutor-Dom Violence	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1000	13016	Investigator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	13017	Investigator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	13018	Senior Legal Secretary	0.00	47,430.00	0.00	0.00	47,430.00	38,308.20	9,121.80	0.00	19.23%
1000	13019	Legal Secretary	0.00	45,027.00	0.00	0.00	45,027.00	36,367.80	8,659.20	0.00	19.23%
1000	13020	Legal Secretary	0.00	47,539.00	0.00	0.00	47,539.00	37,961.70	9,577.30	0.00	20.15%
1000	13021	Intake Legal Secretary	0.00	41,697.00	0.00	0.00	41,697.00	17,400.60	24,296.40	0.00	58.27%
1000	13022	Legal Secretary	0.00	41,697.00	0.00	0.00	41,697.00	33,677.70	8,019.30	0.00	19.23%
1000	13023	Legal Secretary	0.00	43,371.00	0.00	0.00	43,371.00	32,400.90	10,970.10	0.00	25.29%
1000	13024	Victim Assistant	0.00	34,034.00	0.00	0.00	34,034.00	28,640.65	5,393.35	0.00	15.85%
1000	13025	Legal Secretary	0.00	46,283.00	0.00	0.00	46,283.00	36,367.80	9,915.20	0.00	21.42%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	13028	Paralegal	0.00	43,917.00	0.00	0.00	43,917.00	28,714.70	15,202.30	0.00	34.62%
1000	13029	Forensic Analyst & Tech. Spec.	0.00	35,058.00	0.00	0.00	35,058.00	28,315.77	6,742.23	0.00	19.23%
1000	13032	Victim Assistant	0.00	31,887.00	0.00	0.00	31,887.00	25,918.94	5,968.06	0.00	18.72%
1000	13033	Criminal Investigator	0.00	52,926.00	0.00	0.00	52,926.00	42,747.60	10,178.40	0.00	19.23%
1000	13034	Criminal Investigator	0.00	49,595.00	0.00	0.00	49,595.00	40,057.50	9,537.50	0.00	19.23%
1000	13425	Dep. Pros-Felony Sex Crimes	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1000	17021	Pros/Chief Pub. Def Supplement	0.00	5,000.00	0.00	0.00	5,000.00	4,038.51	961.49	0.00	19.23%
1000	17022	Chief Dep Pros/Chief PD Suppl.	0.00	3,500.00	0.00	0.00	3,500.00	3,028.83	471.17	0.00	13.46%
1000	17101	Overtime	0.00	0.00	0.00	2,862.84	2,862.84	2,862.84	0.00	0.00	0.00%
1000	17601	Longevity	0.00	25,234.00	0.00	0.00	25,234.00	23,200.00	2,034.00	0.00	8.06%
1000	17801	Part-Time	0.00	20,000.00	0.00	22,000.00	42,000.00	33,073.53	8,926.47	0.00	21.25%
1000	17899	Retention Bonus Supplemental	0.00	66,000.00	0.00	(66,000.00)	0.00	0.00	0.00	0.00	0.00%
1000	18001	FT Self Insurance	0.00	420,000.00	0.00	0.00	420,000.00	349,829.72	70,170.28	0.00	16.71%
1000	18101	FICA	0.00	134,926.00	0.00	(5,049.00)	129,877.00	92,318.51	37,558.49	0.00	28.92%
1000	18201	PERF	0.00	233,447.00	0.00	0.00	233,447.00	172,959.01	60,487.99	0.00	25.91%
1000	20001	Office Supplies	0.00	10,500.00	0.00	149.77	10,649.77	8,129.65	2,520.12	0.00	23.66%
1000	20100	Fuel	0.00	1,000.00	0.00	0.00	1,000.00	83.39	916.61	0.00	91.66%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	30003	Printing & Subscriptions	0.00	7,000.00	0.00	(693.89)	6,306.11	1,282.94	5,023.17	0.00	79.66%
1000	30004	Repairs; Equipment/Vehicle	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
1000	30021	Phones & Pagers	0.00	500.00	0.00	0.00	500.00	375.50	124.50	0.00	24.90%
1000	30024	Depositions	0.00	15,000.00	0.00	3,000.00	18,000.00	17,300.23	699.77	0.00	3.89%
1000	30025	Maintenance	0.00	5,800.00	0.00	(2,500.00)	3,300.00	2,652.35	647.65	0.00	19.63%
1000	30026	Library	0.00	20,000.00	0.00	5,693.89	25,693.89	25,252.99	440.90	0.00	1.72%
1000	30028	Training/Travel	0.00	13,250.00	0.00	28,021.65	41,271.65	24,767.66	16,503.99	0.00	39.99%
1000	30037	Trial Preparation	0.00	20,000.00	0.00	4,500.00	24,500.00	5,014.44	19,485.56	0.00	79.53%
1000	30038	Extradition	0.00	20,000.00	0.00	0.00	20,000.00	13,887.50	6,112.50	0.00	30.56%
1000	30039	Professional Memberships	0.00	3,500.00	0.00	0.00	3,500.00	2,844.00	656.00	0.00	18.74%
1000	30041	Software	0.00	5,000.00	0.00	7.76	5,007.76	5,007.76	0.00	0.00	0.00%
1000	30042	Technical Services	0.00	500.00	0.00	(7.76)	492.24	19.99	472.25	0.00	95.94%
1000	30800	Postage	0.00	9,000.00	0.00	2,000.00	11,000.00	7,816.35	3,183.65	0.00	28.94%
			0.00	2,684,149.00	0.00	(70,877.58)	2,613,271.42	1,965,221.47	648,049.95	0.00	24.80%
			0.00	2,684,149.00	0.00	(70,877.58)	2,613,271.42	1,965,221.47	648,049.95	0.00	24.80%
			0.00	2,684,149.00	0.00	(70,877.58)	2,613,271.42	1,965,221.47	648,049.95	0.00	24.80%
			0.00	2,684,149.00	0.00	(70,877.58)	2,613,271.42	1,965,221.47	648,049.95	0.00	24.80%
			0.00	2,684,149.00	0.00	(70,877.58)	2,613,271.42	1,965,221.47	648,049.95	0.00	24.80%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **Commissioner's Office** MEETING DATE REQUESTED (*Tentative*): **November 14, 2023**
Request Presenter(s): **Angie Purdie, Commissioners' Admin.** Phone: **812-349-2553**

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

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

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

Fund Name: **Public Safety LIT**

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

The appropriation in this fund/line is for the repairs & maintenance to the Sheriff's (Fleet) Vehicles. This year's beginning budget appropriation was \$100,000.00. The current balance is \$19,895.41. (please note we were granted an additional of \$100,000.00 in June)

We have several more months this year of expenses which average \$15,000-\$20,000 per month.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ¹⁷any questions regarding the Agenda Request Form.

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

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Number:	1170	Location Number:	0307
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0307

TOTAL REQUEST	60,000.00
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Staff will notify Department when the accounts/additional have been approved/updated.

CASH BALANCE AS OF 11/2/23: \$2,698,953.68

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
Fund : 1170											
Fund Desc : Public Safety LIT											
Loc : 0307											
Loc Desc : Fleet Maintenance											
1170	15880	Fleet/Building Administrator	0.00	17,598.00	0.00	0.00	17,598.00	13,536.00	4,062.00	0.00	23.08%
1170	17601	Longevity	0.00	300.00	0.00	0.00	300.00	0.00	300.00	0.00	100.00%
1170	17899	Retention Bonus Supplemental	0.00	500.00	0.00	(500.00)	0.00	0.00	0.00	0.00	0.00%
1170	18001	FT Self Insurance	0.00	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00%
1170	18101	FICA	0.00	1,408.00	0.00	(38.25)	1,369.75	1,035.40	334.35	0.00	24.41%
1170	18201	PERF	0.00	2,499.00	0.00	0.00	2,499.00	1,922.00	577.00	0.00	23.09%
1170	31004	Animal Control Maint	0.00	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	100.00%
1170	31006	Sheriff Maint	0.00	100,000.00	100,000.00	0.00	200,000.00	181,278.12	18,721.88	0.00	9.36%
1170	31007	Jail Maint	0.00	2,000.00	0.00	0.00	2,000.00	1,301.59	698.41	0.00	34.92%
			0.00	129,305.00	100,000.00	(538.25)	228,766.75	202,073.11	26,693.64	0.00	11.67%
			0.00	129,305.00	100,000.00	(538.25)	228,766.75	202,073.11	26,693.64	0.00	11.67%
			0.00	129,305.00	100,000.00	(538.25)	228,766.75	202,073.11	26,693.64	0.00	11.67%
			0.00	129,305.00	100,000.00	(538.25)	228,766.75	202,073.11	26,693.64	0.00	11.67%
			0.00	129,305.00	100,000.00	(538.25)	228,766.75	202,073.11	26,693.64	0.00	11.67%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Board of Commissioners MEETING DATE REQUESTED (Tentative): 10/24/2023
Request Presenter(s): Mark Delong (Amethyst) - Angie Purdie Phone: 812-349-2553

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

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

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

Fund Name: 2257 Opioid Restricted

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (Specify) Request for funding from Opioid Settlement Fund

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

Amethyst House is a long standing provider of substance abuse treatment in Monroe County that provides both in and outpatient services for both men and women.

Earlier this year Amethyst with the support of the Board of Commissioners applied for the State of Indianan's Opioid Settlement Match Grant RFF, however they along with many other worthy applicants did not receive the requested support from the State. Although they did not receive the funding support, the Board of Commissioners believe their proposal is worthy and is appropriate for the use of the County received Opioid Settlement funds.

Fund # 2257 (Restricted) has a balance of \$436,666.37.

The request for support from Amethyst is \$93,000 and meets the criteria for the use of the restricted funds.

Fund # 2756 (Unrestricted) has a balance of \$105,904.07.

Should Council approve this request, the appropriation is dependent upon formal agreement with the Board of Commissioners.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

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

Fund Name: _____

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TOTAL REQUEST	93,000.00
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Staff will notify Department when the accounts/additional have been approved/updated.



P.O. Box 11, Bloomington, IN 47402
812-336-3570

May 2, 2023

Dear Monroe County Commissioners:

Amethyst House has served the Bloomington area for 42 years and has helped thousands of men and women who experience the disease of addiction by offering hope for finding a new life and comprehensive practical guidance for recovery. We provide long term transitional residential treatment and outpatient treatment services to the Monroe County community. We recently applied for Settlement Grant funding with the generous help of the County Commissioners \$50,000 match funding. We received notice on May 1, 2023 that we did not get approved for funding.

We are requesting \$93,000 to provide physician oversight of our residential program and our medication-assisted therapy (MAT); and to expand our outpatient programs for people with diagnoses of both SUD and other behavioral health conditions by hiring an additional licensed Social Worker; along with increased clinical staff trainings in trauma informed care. These funds would assist us to provide services for the Fiscal Year 2024 that would include health screenings and MAT services to 125 clients, Eye-Movement Desensitization and Reprocessing (EMDR) trauma therapy for 70 clients, and allow Amethyst House to significantly increase residential and outpatient services. Our plan is to grow our outpatient & residential programs by 10% and to increase revenue by 10-15% in FY24. With these increases along with growth in MAT and EMDR services, we will be able to sustain these staffing increases in future years.

This request is for the following;

- | | | |
|--|----------|------------|
| • 1 Full Time Licensed Social Worker | \$60,000 | |
| • A Part-time Physician 10-15 hours a week | \$30,000 | |
| • Two Therapist Trainings in EMDR | \$3,000 | T-\$93,000 |

A second option for funding would be,

- | | | |
|---|----------|------------|
| • 80% of 1 Full Time Licensed Social Worker | \$48,000 | |
| • 80% of a Part Time Physician | \$24,000 | |
| • Two Therapist Trainings/Supervision EMDR | \$3,000 | T-\$75,000 |

Thank you for your consideration in this matter. Please know that any financial assistance would be appreciated and we would be committed to sustaining any staff increases following FY24.

Sincerely,

Mark DeLong, MEd, LCAC
Executive Director
Amethyst House

A United Way Agency

www.amethysthouse.org * amethyst@amethysthouse.org

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Board of Commissioners MEETING DATE REQUESTED (Tentative): 11/14
Request Presenter(s): Kathy Hewett, Penny Githens Phone: 812-349-2553

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

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

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

Fund Name:

☒ Transfer of Funds

☐ Category

Fund Name:

☒ Fund to Fund

Fund Name A: Opioid Settlement Fund

Fund Name B: Opioid Grant RFF 2023-007

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

Commissioner Githens and the Health Department applied for and received Grant RFF-2023-007 (STATE FUNDS) and were awarded a total of \$576,000.

We are requesting the creation of the local grant fund, the appropriation of said grant fund, and the fund to fund transfer of opioid settlement funds to the new grant fund.

The grant provides State Opioid Settlement funds as a match to Monroe County's local opioid settlement funds to support two projects in Monroe County, with the Board of Commissioners serving as the fiscal agent.

Project #1: Provides for the purchase of property / building for the Indiana Recovery Alliance in the sum of \$350,000, and an outreach van in the sum of \$100,000, and

Project #2: Provides the Health Department a total of 102,000 for harm reduction supplies.

DMHA requires the following:

Project #1

1. the building will be purchased by and remain in IRA's care serving people who use drugs, have a substance use disorder, and/or mental health diagnosis for at least five years.
2. The building "must provide recovery supportive services for all paths of recovery"
3. The Outreach Van must be approved - make and model by DMHA prior to purchase.

Project #2

The Monroe County Health Department will expand their current harm reduction efforts in Monroe County by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for Monroe County communities.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

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

Fund Name: _____

9164 Location Number: 0068

TOTAL REQUEST	787,000.00
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Staff will notify Department when the accounts/additionals have been approved/updated.

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

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

FUND NUMBER: 1238

FUND NUMBER: 9164

25

GRANT AGREEMENT

CONTRACT #0000000000000000000075996

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (the "State") and Monroe County (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 **\$576,000.00** (the "**Grant**") to the Grantee for eligible costs of the services or project (the "**Project**") described in **Exhibits 1 and 2** of this Grant Agreement, which are attached hereto and 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 § 12-8-10 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:

State Funds: **FSSA/DMHA Opioid Settlement, Fund # 57895**

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 **Exhibit 1** 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 **July 01, 2023** and shall remain in effect through **June 30, 2025**. Unless otherwise provided herein, it may be extended upon the written agreement of the

parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

- A. The State shall fund this Grant in the amount of **\$576,000.00**. The approved Project Budget is set forth as **Exhibit 1** 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 **Sixty (60)** 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 **Sixty (60)** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **Sixty (60)** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

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

- A. whether Project activities are consistent with those set forth in **Exhibit 1**, 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 **Exhibit 1** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. 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/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit 2** attached hereto and incorporated herein (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or**

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

- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

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

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for

such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation.

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

14. Governing Law.

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

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. 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 IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties.

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

A. Notices to the State shall be sent to:

Jay Chaudhary, Director
Division of Mental Health and Addiction
402 W. Washington St., W-353
Indianapolis, IN 46204
E-mail: Jay.Chaudhary@fssa.in.gov

B. Notices to the Grantee shall be sent to:

Penny Githens
Monroe County
100 W Kirkwood, RM 204
Bloomington, IN 47404
Email: pgithens@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) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

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

21. Termination for Breach.

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

22. Termination for Convenience.

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

23. Travel.

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

24. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit 2** and incorporated fully herein.

25. Confidentiality, Security and Privacy of Personal Information.

Terms used, but otherwise not defined in this Grant shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.

- A. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. **"HIPAA Rules"** mean the rules adopted by and promulgated by the US Department of Health and Human Services ("**HHS**") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - 1) **"HIPAA Enforcement Rule"** as defined in 45 CFR Part 16
 - 2) **"HIPAA Security Rule"** as defined in 45 CFR Part 164, Subparts A and C;
 - 3) **"HIPAA Breach Rule"** as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) **"HIPAA Privacy Rule"** as defined in 45 CFR Part 164, Subparts A and E.
- C. If Grantee is deemed a Business Associate to the State, Grantee is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("**PHI**") and other Personally Identifiable Information (meaning personal information as collectively

defined in IC 4-1-6-1 and IC 4-1-11-3, "**PII**") on the State's behalf pursuant to and consistent with the Services performed by Grantee under this Grant.

D. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Grant and thereafter as may be required by federal law and such compliance will be at Grantee's sole expense. Further:

- 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Grant or as required by law. Grantee understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Grant shall be construed to permit Grantee use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Grantee under this Grant or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Grant or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State. Grantee will implement the following HIPAA requirements for any forms of PHI or PII that the Grantee receives, maintains, or transmits on behalf of the State:
 - a) Administrative safeguards under 45 CFR 164.308;
 - b) Physical safeguards under 45 CFR 164.310;
 - c) Technical safeguards under 45 CFR 164.312; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Grant, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "**Security Incident**" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Grantee's safekeeping (in violation of this Grant and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PHI and/or PII in Grantee's safekeeping:
 - a) Grantee shall notify the State of the Security Incident within one (1) business day of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Grantee reasonably

may be able to acquire within the one (1) business day.

- b) For the purposes of such Security Incidents, "**discovered**" and "**discovery**" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Grantee will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
- c) In collaboration with the FSSA Privacy & Security Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Grantee and the FSSA Privacy & Security Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy & Security Office.

- g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- F. Subcontractors. Grantee agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Grantee (in compliance with this Grant) that will create, receive, maintain, or transmit State PHI/PII on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Grantee acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Grantee has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Grantee shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Grantee shall make available to HHS and/or the State, Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by the State or upon termination of this Grant, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.
- J. At the sole discretion of the State, the State may terminate this Grant for Grantee's material breach of this Section.
- K. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Grant, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Grant will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with Section 25.F.
- M. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based

upon or disclosed to the Grantee for the purpose of this Grant, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- N. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any subcontractor, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- O. Grantee shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this Grant. Grantee is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

**26. 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.

27. Marijuana Attestation Statement by SAMHSA.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

28. State Boilerplate Affirmation Clause.

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

6. Payment of Claims. Modified.

25. Confidentiality, Security and Privacy of Personal Information. Modified.

27. Marijuana Attestation Statement by SAMHSA. Added.

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Non-Collusion, Acceptance

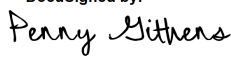
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee,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

Agreement to Use Electronic Signatures

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

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

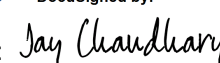
Monroe County

DocuSigned by:
By: 
1E0F5FF84AC4468...

Title: President- Penny Githens

Date: 9/15/2023 | 14:42 EDT

Indiana Family and Social Services
Administration, Division of Mental Health
and Addiction

DocuSigned by:
By: 
AB7D1803DC3F4A9...

Title: Director

Date: 9/15/2023 | 11:43 PDT

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

Exhibit 1 Scope of Work

Monroe County Indiana Opioid Settlement Match Grant

Overview

The purpose of this contract is for DMHA to provide State Opioid Settlement funds as a match to Monroe County's local Opioid Settlement funds to support two projects in Monroe County. The Monroe County commissioners will serve as the fiscal agent for this contract and will partner with The Indiana Recovery Alliance (IRA) in purchasing a building and outreach van for harm reduction street outreach and Monroe County Health Department (MCHD) to expand their harm reduction services.

Project One:

IRA is a harm reduction focused grassroots organization in Monroe County Indiana. Funding for this project will cover the cost of the acquisition and outfitting for services of a building and an outreach van to be the property of the IRA. This initiative will allow IRA to provide comprehensive harm reduction services to support people in any stage of recovery and empower them to choose which path of recovery is best for them. The building will be purchased by IRA and must remain in IRA's care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

Project Two:

Monroe County Health Department will expand their current harm reduction efforts in Monroe County by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for Monroe County communities.

The Monroe County Commissioners will submit monthly reports to DMHA along with claims for these two projects. The monthly reports will include:

- Number of people served.
- Demographics for people served.
 - Race, gender, age, ethnicity etc.
- Number of Individuals and Organizations served.
- Summary of program successes and barriers for the month
- If there's staff turnover for any position covered by these funds, then include a new hire plan and timeline.

Conditions

- Grantee is expected to understand and follow all Additional Terms and Conditions, if included.
- Funds will be paid as detailed in Table below, following successful processing of claims invoice submissions.
- All invoices should be received by **the 20th day of the month following the completion of the deliverable**, unless otherwise noted. (Example: January monthly invoice is due no later than February 20th.)

- Grantee will submit invoices based on the activities below and will not invoice for amounts in excess of the allowable amount per activity.
- Forms, reports, and other documentation must be submitted along with invoices for consideration of successful completion of each project activity being billed. Invoices submitted without appropriate documentation will not be processed until documentation is received. Documentation required to be submitted with each monthly invoice and the corresponding line items are detailed in this document.
- Once contract is executed, an FSSA claims packet and claims form with instructions will be emailed to the appointed designee. Please follow all instructions on that form.
- Grantee is expected to “carbon copy” (CC) contract owner at DMHA when emailing claims for approval.

Table 1: Indiana Recovery Alliance: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Outreach Van	July 2023 – June 2024	Actual Cost			\$100,000	Copy of purchase receipt
Building Purchase	July 2023 – June 2024	Actual Cost			\$350,000	Copy of purchase receipt
				Total	\$450,000	

Table 2: Monroe County Health Department: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Harm Reduction Supplies	Monthly July 2023 – June 2024	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				Total	\$51,000	

Table 3: Monroe County: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Report	Monthly July 2023 – June 2024	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				Total	\$12,000	

Table 4: Monroe County Health Department: SFY25

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Harm Reduction Supplies	Monthly July 2024 – June 2025	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				Total	\$51,000	

Table 5: Monroe County: SFY25

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Report	Monthly July 2024 – June 2025	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				Total	\$12,000	

Funding Source(s)

Award/Fund Description	State Fund #	Amount
FSSA/DMHA Opioid Settlement	57895	\$576,000

EXHIBIT 2

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.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.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=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Purchase of Property			
	County	2024	2025
	Contribution	Grant	
		Contribution	Total
Property	\$ 28,000.00		\$ 28,000.00
Transfer costs	\$ 14,000.00		\$ 14,000.00
Appraisals	\$ 3,000.00		\$ 3,000.00
Renovation/building costs	\$ 155,000.00		\$ 155,000.00
Total for property/building	\$ 200,000.00	\$ 350,000.00	\$ 550,000.00

Outreach Van			
Van	\$ 20,000.00	\$ 100,000.00	\$ 120,000.00

Monroe County Health Department Harm Reduction Supplies			
Harm Reduction Supplies	\$ 15,000.00	\$ 51,000.00	\$ 117,000.00
Monthly Reports			
2 projects- 1 monthly report	\$ -	\$ 12,000.00	\$ 12,000.00

Totals \$ 235,000.00 \$ 513,000.00 \$ 63,000.00

AWARD \$ 576,000.00

Water, alcohol wipes,
tourniquettes, smoking
kits, cookers, sharps
disposal containers,
hygiene items,
bandaids, cottons,
printing

Health Department

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 11/14/2023
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

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

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

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

Fund Name: Motor Vehicle Highway (MVH)

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

The department is needing to create this account line in the Motor Vehicle Highway fund for training of a new employee. The Operations Asset Manager is retiring in mid December and we will need to cross train for the replacement. We will be transferring from a vacant position so an appropriation is not needed.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

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

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Number: 1176

Location Number: 0000

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

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Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 1176											
<input type="checkbox"/> Fund Desc : Motor Vehicle Highway											
<input type="checkbox"/> Loc : 0000											
<input type="checkbox"/> Loc Desc : No Department											
1176	10067	Financial Manager	0.00	63,108.00	0.00	0.00	63,108.00	53,398.40	9,709.60	0.00	15.39%
1176	11002	Administrative Assistant	0.00	47,653.00	0.00	400.00	48,053.00	40,321.60	7,731.40	0.00	16.09%
1176	15803	Master Mechanic	0.00	53,436.00	0.00	0.00	53,436.00	45,214.40	8,221.60	0.00	15.39%
1176	15804	Mechanic	0.00	46,364.00	0.00	(1,599.28)	44,764.72	18,565.11	26,199.61	0.00	58.53%
1176	15805	Mechanic	0.00	48,818.00	0.00	0.00	48,818.00	41,307.20	7,510.80	0.00	15.39%
1176	15806	Mechanic	0.00	46,364.00	0.00	(2,420.00)	43,944.00	0.00	43,944.00	0.00	100.00%
1176	15809	Highway Superintendent	0.00	80,600.00	0.00	2,020.00	82,620.00	68,015.94	14,604.06	0.00	17.68%
1176	15810	Highway Director	0.00	98,842.00	0.00	0.00	98,842.00	83,635.20	15,206.80	0.00	15.38%
1176	15811	Assistant Superintendent	0.00	62,525.00	0.00	0.00	62,525.00	52,905.60	9,619.40	0.00	15.38%
1176	15812	Assistant Superintendent	0.00	62,525.00	0.00	0.00	62,525.00	52,905.60	9,619.40	0.00	15.38%
1176	15813	Project Manager	0.00	65,999.00	0.00	0.00	65,999.00	54,848.80	11,150.20	0.00	16.89%
1176	15814	Operations/Ass et Manager	0.00	63,108.00	0.00	0.00	63,108.00	53,398.40	9,709.60	0.00	15.39%
1176	15815	Highway Engineer	0.00	84,407.00	0.00	0.00	84,407.00	71,420.80	12,986.20	0.00	15.39%
1176	15830	Truck Driver	0.00	46,842.00	0.00	(11,191.04)	35,650.96	22,511.16	13,139.80	0.00	36.86%
1176	15831	Truck Driver	0.00	44,512.00	0.00	(11,100.62)	33,411.38	26,385.03	7,026.35	0.00	21.03%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
1176	15832	Truck Driver	0.00	46,842.00	0.00	(5,580.05)	41,261.95	30,472.25	10,789.70	0.00	26.15%
1176	15833	Truck Driver	0.00	44,512.00	0.00	(9,951.00)	34,561.00	27,541.80	7,019.20	0.00	20.31%
1176	15835	Truck Driver	0.00	48,714.00	0.00	(18,291.87)	30,422.13	20,802.85	9,619.28	0.00	31.62%
1176	15836	Truck Driver	0.00	44,512.00	0.00	(6,248.80)	38,263.20	22,684.00	15,579.20	0.00	40.72%
1176	15837	Truck Driver	0.00	44,512.00	0.00	(11,724.15)	32,787.85	24,811.80	7,976.05	0.00	24.33%
1176	15838	Truck Driver	0.00	48,714.00	0.00	(16,090.54)	32,623.46	9,283.87	23,339.59	0.00	71.54%
1176	15839	Truck Driver	0.00	44,512.00	0.00	(14,024.40)	30,487.60	19,050.89	11,436.71	0.00	37.51%
1176	15840	Truck Driver	0.00	44,512.00	0.00	(12,342.45)	32,169.55	24,214.10	7,955.45	0.00	24.73%
1176	15841	Truck Driver	0.00	44,512.00	0.00	(15,800.30)	28,711.70	20,433.30	8,278.40	0.00	28.83%
1176	15842	Truck Driver	0.00	44,512.00	0.00	(8,712.76)	35,799.24	10,551.66	25,247.58	0.00	70.53%
1176	15844	Truck Driver	0.00	46,842.00	0.00	(15,191.36)	31,650.64	19,264.74	12,385.90	0.00	39.13%
1176	15845	Truck Driver	0.00	46,842.00	0.00	(6,516.29)	40,325.71	16,991.55	23,334.16	0.00	57.86%
1176	15846	Truck Driver	0.00	44,512.00	0.00	(14,612.78)	29,899.22	18,730.88	11,168.34	0.00	37.35%
1176	15847	Light Equipment Operator	0.00	49,400.00	0.00	(5,984.08)	43,415.92	24,228.95	19,186.97	0.00	44.19%
1176	15848	Light Equipment Operator	0.00	45,136.00	0.00	(7,380.51)	37,755.49	28,342.37	9,413.12	0.00	24.93%
1176	15849	Equipment Operator	0.00	50,773.00	0.00	(23,506.83)	27,266.17	17,501.97	9,764.20	0.00	35.81%
1176	15850	Equipment Operator	0.00	55,640.00	0.00	(27,940.39)	27,699.61	18,069.61	9,630.00	0.00	34.77%
1176	15852	Equipment Operator	0.00	48,818.00	0.00	(21,158.21)	27,659.79	18,834.67	8,825.12	0.00	31.91%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
1176	15853	Equipment Operator	0.00	55,640.00	0.00	(27,799.95)	27,840.05	18,557.81	9,282.24	0.00	33.34%
1176	15854	Equipment Operator	0.00	48,818.00	0.00	(10,162.52)	38,655.48	30,769.16	7,886.32	0.00	20.40%
1176	15855	Equipment Operator	0.00	48,818.00	0.00	(17,045.39)	31,772.61	22,945.41	8,827.20	0.00	27.78%
1176	15856	Equipment Operator	0.00	48,818.00	0.00	(10,732.64)	38,085.36	27,204.94	10,880.42	0.00	28.57%
1176	15857	Sign Repair Person	0.00	47,508.00	0.00	(8,405.12)	39,102.88	31,382.16	7,720.72	0.00	19.74%
1176	15858	Sign Repair Person	0.00	47,508.00	0.00	(6,022.14)	41,485.86	32,504.46	8,981.40	0.00	21.65%
1176	15859	Hwy Maintenance/Laborer	0.00	41,184.00	0.00	(1,366.20)	39,817.80	33,481.80	6,336.00	0.00	15.91%
1176	15860	Communications Manager	0.00	50,773.00	0.00	0.00	50,773.00	41,277.31	9,495.69	0.00	18.70%
1176	15867	Fleet Maintenance Coordinator	0.00	55,640.00	0.00	0.00	55,640.00	47,080.00	8,560.00	0.00	15.38%
1176	17101	Overtime	0.00	185,000.00	0.00	(56,366.73)	128,633.27	46,370.27	82,263.00	0.00	63.95%
1176	17201	Snow & Ice Duty Allowance	0.00	59,800.00	0.00	0.00	59,800.00	55,266.13	4,533.87	0.00	7.58%
1176	17202	Mechanics Tool Allowance	0.00	4,000.00	0.00	0.00	4,000.00	3,000.00	1,000.00	0.00	25.00%
1176	17209	Clothing Allowance	0.00	43,750.00	0.00	0.00	43,750.00	40,045.70	3,704.30	0.00	8.47%
1176	17601	Longevity	0.00	12,500.00	0.00	0.00	12,500.00	10,800.00	1,700.00	0.00	13.60%
1176	17801	Part-Time	0.00	29,917.00	0.00	(720.00)	29,197.00	4,138.50	25,058.50	0.00	85.83%
1176	17899	Retention Bonus Supplemental	0.00	84,000.00	0.00	(84,000.00)	0.00	0.00	0.00	0.00	0.00%
1176	18001	FT Self Insurance	0.00	504,000.00	0.00	0.00	504,000.00	504,000.00	0.00	0.00	0.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
1176	18101	FICA	0.00	200,629.00	0.00	(6,426.00)	194,203.00	136,017.00	58,186.00	0.00	29.96%
1176	18201	PERF	0.00	339,186.00	0.00	0.00	339,186.00	243,187.71	95,998.29	0.00	28.30%
1176	20001	Office Supplies	0.00	10,000.00	0.00	0.00	10,000.00	4,505.97	5,494.03	0.00	54.94%
1176	20002	Official Records	0.00	4,000.00	0.00	0.00	4,000.00	2,220.00	1,780.00	0.00	44.50%
1176	23400	Bituminous	0.00	1,000,000.00	1,530,000.00	(1,906,994.63)	623,005.37	73,191.36	549,814.01	0.00	88.25%
1176	23402	Bituminous CC Grant	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1176	23411	Fleet Maintenance Supplies	0.00	260,000.00	0.00	65,617.57	325,617.57	236,975.35	88,642.22	0.00	27.22%
1176	23412	Traffic Signal Maintenance	0.00	30,000.00	0.00	1,064.80	31,064.80	30,653.15	411.65	0.00	1.33%
1176	23500	Stone Gravel	0.00	100,000.00	0.00	(51,433.87)	48,566.13	658.88	47,907.25	0.00	98.64%
1176	23800	Paint, Concrete, Fence Mailbox	0.00	3,300.00	0.00	500.00	3,800.00	3,786.97	13.03	0.00	0.34%
1176	23950	Pipes	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
1176	23970	Signs	0.00	60,000.00	0.00	23,730.45	83,730.45	68,449.58	15,280.87	0.00	18.25%
1176	30004	Repairs; Equipment/Vehicle	0.00	35,000.00	0.00	17,991.02	52,991.02	5,811.39	47,179.63	0.00	89.03%
1176	30028	Training/Travel	0.00	9,000.00	0.00	0.00	9,000.00	5,453.72	3,546.28	0.00	39.40%
1176	30041	Software	0.00	32,000.00	0.00	0.00	32,000.00	3,363.00	28,637.00	0.00	89.49%
1176	30061	On Call Construction Services	0.00	42,000.00	0.00	0.00	42,000.00	29,709.32	12,290.68	0.00	29.26%
1176	30129	Sidewalk Rep & Maint	0.00	100,000.00	0.00	(99,122.54)	877.46	0.00	877.46	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1176	30219	Disposal Fees	0.00	25,000.00	0.00	0.00	25,000.00	2,728.85	22,271.15	0.00	89.08%
1176	30500	Printing & Advertising	0.00	5,000.00	0.00	0.00	5,000.00	2,834.36	2,165.64	0.00	43.31%
1176	30700	Gas, Oil & Lube	0.00	430,000.00	1,663.40	288,980.77	720,644.17	499,665.68	220,978.49	0.00	30.66%
1176	30801	Postage & Freight	0.00	2,500.00	0.00	0.00	2,500.00	741.28	1,758.72	0.00	70.35%
1176	31222	Brine System	0.00	1,000.00	0.00	0.00	1,000.00	23.17	976.83	0.00	97.68%
1176	31223	GPS Service	0.00	15,000.00	0.00	0.00	15,000.00	9,875.97	5,124.03	0.00	34.16%
1176	31243	Guardrail	0.00	10,000.00	0.00	0.00	10,000.00	5,250.00	4,750.00	0.00	47.50%
1176	31244	Pavement Striping	10,448.64	85,000.00	0.00	(80,768.28)	14,680.36	0.00	14,680.36	0.00	100.00%
1176	31245	Raise Pavement Markings	5,000.00	5,000.00	0.00	(10,000.00)	0.00	0.00	0.00	0.00	0.00%
1176	31248	Pavement Markings/Thermo	36,276.70	40,000.00	0.00	(17,284.75)	58,991.95	0.00	58,991.95	0.00	100.00%
1176	31585	Communications	2,088.00	6,000.00	0.00	(256.00)	7,832.00	3,894.82	3,937.18	0.00	50.27%
1176	32113	Drug Testing	0.00	5,000.00	0.00	(45.67)	4,954.33	2,123.00	2,831.33	0.00	57.15%
1176	33008	Other Insurance (Non-Health)	0.00	150,000.00	0.00	9,902.16	159,902.16	159,902.16	0.00	0.00	0.00%
1176	35003	Reprographics	0.00	1,000.00	0.00	45.67	1,045.67	1,045.67	0.00	0.00	0.00%
1176	35350	Infrastructure	0.00	200,000.00	0.00	(131,100.00)	68,900.00	0.00	68,900.00	0.00	100.00%
1176	36003	Utilities	0.00	45,000.00	0.00	89.47	45,089.47	29,577.86	15,511.61	0.00	34.40%
1176	38000	Repair Bldg & Structure	6,927.00	70,000.00	0.00	0.00	76,927.00	40,437.97	36,489.03	0.00	47.43%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1176	38120	Traffic Comm. Members	0.00	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	0.00	100.00%
1176	38210	Other Garage & Mtr Supply	0.00	35,000.00	0.00	0.00	35,000.00	28,577.61	6,422.39	0.00	18.35%
1176	38230	Rental Of Equipment	0.00	13,000.00	0.00	0.00	13,000.00	1,520.00	11,480.00	0.00	88.31%
1176	40001	Equipment	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1176	40003	Office Equipment	0.00	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00	100.00%
1176	41104	Vehicle Purchase	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1176	44500	Traffic Counters	0.00	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	100.00%
1176	45310	Lease Purchase Equipment	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
			60,740.34	6,509,413.00	1,531,663.40	(2,383,078.23)	5,718,738.51	3,637,649.95	2,081,088.56	0.00	36.39%
			60,740.34	6,509,413.00	1,531,663.40	(2,383,078.23)	5,718,738.51	3,637,649.95	2,081,088.56	0.00	36.39%
			60,740.34	6,509,413.00	1,531,663.40	(2,383,078.23)	5,718,738.51	3,637,649.95	2,081,088.56	0.00	36.39%
			60,740.34	6,509,413.00	1,531,663.40	(2,383,078.23)	5,718,738.51	3,637,649.95	2,081,088.56	0.00	36.39%
			60,740.34	6,509,413.00	1,531,663.40	(2,383,078.23)	5,718,738.51	3,637,649.95	2,081,088.56	0.00	36.39%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 11/14/2023
Request Presenter(s): Lisa Ridge Phone:

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

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

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

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: Motor Vehicle Highway

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

In 2023 we purchased a piece of equipment for widening shoulders on roadways. We have completed this task on many of the roads that we have paved this year. Doing this task, has increased our stone usage, thus causing the need for the transfer into our stone account line.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Location Number: 0000

TRANSFER FROM:

[illegible]

TRANSFER TO:

[illegible]

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 11/14/2023

Request Presenter(s): LORI KELLEY

Phone: 812-349-2068

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

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

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

Fund Name: FUTURES CLINIC

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

The Monroe County Health Department is requesting approval of an additional appropriation for 2023-2024 Title X grant funding in the amount of \$80,765.00. The agreement term is April 1, 2023 to March 31, 2024.

This funding helps to support salary expenses, supplies, and services for the Futures Family Planning Clinic. Futures Family Planning Clinic operates based on multiple funding sources, including Title X and TANF grant funds, insurance reimbursements, program income/revenue, and long-acting reversible contraceptive (LARC) reimbursements.

Futures Family Planning Clinic is located in the lower level of the Health Department and provides family planning health services for adolescents and adults. Services offered include pap, breast, and pelvic exams, pregnancy counseling and testing, sexually transmitted disease testing and treatment, emergency contraception, health education, and birth control counseling, services, and supplies.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

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

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Number: 8126

Location Number: 9624

TOTAL REQUEST	80,765.00
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Staff will notify Department when the accounts/additionals have been approved/updated.

AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 2960 N. Meridian St., Suite 230, Indianapolis, IN 46208 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

RECITALS

I.F.H.C. manages a program entitled “Family Planning Services Program” (hereinafter “the Program”) under a Grant from the United States Department of Health and Human Services (hereinafter “D.H.H.S. Grant”) pursuant to Title X, Section 1001 of the Public Health Service Act, 42 U.S.C. §300, et. seq. (Federal CFDA Number 93.217), as amended from time to time (hereinafter “the Act”). **Sub-Recipient** desires to participate in the Program by conducting a Family Planning Service Project (hereinafter the “Project”), as authorized by the Act, upon the terms and subject to the conditions of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

AGREEMENT

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

I.

Term

The Term of this Agreement shall be from **April 1, 2023 to March 31, 2024**, unless terminated as hereafter provided.

II.

Description and Scope of Services

To Be Provided By Sub-Recipient

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

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

- (a) 40% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated females ages under the age of 25 will be tested for Chlamydia,
- (c) 50% of individuals with a positive pregnancy test will be tested for syphilis,
- (d) increase the number of adolescents seen by 3%.
- (e) increase the number of telehealth visits by 2%.
- (f) provide outreach and education opportunities in the community, including open house opportunities, a minimum of two times each quarter.
- (d) **Sub-Recipient** shall have the Client Visit Record (CVR) entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
- (e) **Sub-Recipient** shall demonstrate cost-effectiveness by maintaining an average cost of \$268 based on **I.F.H.C.** contracted funding amount per unduplicated client during the period covered by this Agreement.

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

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

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

- (c) **Sub-Recipient** shall provide counseling and education on natural family planning methods.
- (d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html> .

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

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

- (m) **Sub-Recipient** shall make reasonable efforts to collect charges without jeopardizing client confidentiality. **Sub-Recipient** shall diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (n) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act, all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards, and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X

statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-Recipient**’s Project shall conform to **I.F.H.C.**’s Medical Standards (hereinafter the “Medical Standards”) and the provision of services as outlined in **Sub-Recipient**’s funding application and budget approved by **I.F.H.C.**

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

- immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
 - (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
 - (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, gonorrhea and chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
 - (ix) Establish procedures for client notification;
 - (x) Provide a broad range of acceptable and effective medically-approved family planning methods (including natural family planning methods);
 - (xi) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral;
 - (xii) Provide pregnancy testing and counseling. A pregnant client shall be offered the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
 - (xiii) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,

- (xiv) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking.
- (q) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, or be integrated with comprehensive primary care providers.
- (r) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations. **Sub-Recipient** acknowledges Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter “statements”)-- describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:
 - i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S.

Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

- ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S.

Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

- (s) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (t) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in I.F.H.C.'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and I.F.H.C., through the employment of qualified personnel, the provision of safe, effective services which meet

the needs of the community, and on-going monitoring and evaluation of services.

- (u) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.
- (v) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively “HIPAA”); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.
- (w) **Sub-Recipient** should incorporate substance use disorder screening and referral when appropriate to help reduce adverse pregnancy-related outcomes and improve individuals’ reproductive health generally.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning. Active involvement by staff in the provision of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion are not allowed. Staff shall sign acknowledgment statements to demonstrate

anyone who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

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

2.6 **Sub-Recipient** Title X project shall be recognized so it is financially separate from activities which are prohibited under Section 1008 of the Act. Financial separation is required to ensure Title X funds are not used for non-Title X services. Evidence of financial separation includes, but is not limited to:

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

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

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

III.

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

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

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

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

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

IV.

Financial

4.1 The total amount of Title X (Federal CFDA Number 93.217) funds to be paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **Eighty Thousand, Seven Hundred Sixty-Five Dollars (\$ 80,765)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contract: Monroe County:

Title X	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 80,765
Total of Title X	\$ 80,765

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

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within forty five (45) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

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

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

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

4.7 **Sub-Recipient** shall comply with the salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2023 Executive Level II salary of the Federal Executive Pay Scale is \$212,100. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

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

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

V.

Records and Reports

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

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report shall include a description of

Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30th) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

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

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

5.5 **Sub-Recipient** shall, at **I.F.H.C.**'s request, make all Project, medical, and financial records available for review by D.H.H.S., the Comptroller General, or **I.F.H.C.**, or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

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

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

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

5.9 Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Recipient** shall retain all records pertaining to the Project for

three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the D.H.H.S. Grant.

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.
- (b) Personnel and payroll records must be maintained for a minimum of seven (7) years after issuance of the applicable W-2s.
- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

VI.

General Terms and Conditions

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

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

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

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

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

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

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

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

6.9 No insurer with whom **Sub-Recipient** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Recipient** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney’s fees, arising from or connected with, directly, or indirectly, **Sub-Recipient**’s activities or performance of its duties under this Agreement or the acts or omissions of **Sub-Recipient** or its agents’, employees’ or representatives’ actions, omissions, business activities, negligence,

recklessness, willful misconduct, or breach of this Agreement. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

6.10 **Sub-Recipient** shall comply with D.H.H.S. Regulations and all other Applicable Law pertaining to real property, equipment, and suppliers acquired with funds provided under this Agreement. **Sub-Recipient** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement, the term “equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

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

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

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

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

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

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

6.17 This Agreement supersedes all existing agreements between the parties relating to the subject matter of this Agreement. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

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

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

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

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any

funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

- (a) The **Sub-Recipient**, and its employees, may not:
 - (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
 - (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
 - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Recipient** must inform **I.F.H.C.** immediately of any information **Sub-Recipient** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Recipient**:
 - (i) Is determined to have violated an applicable prohibition of this Agreement, or;
 - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
 - (a) Associated with performance under this Agreement, or;
 - (b) Imputed to the **Sub-Recipient** using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented by D.H.H.S. at 2 CFR Part 376.

VII.

Termination of Agreement or Suspension of Payments

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

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

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

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

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

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

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

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Recipient** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

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

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

VIII.

Procedure for Appeal and/or Arbitration

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

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

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date

Sub-Recipient received notice of **I.F.H.C.**'s termination under Paragraph 7.2.

- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.
- (d) In the event the Executive Committee disallows such appeal, **Sub-Recipient** shall be notified promptly of such decision.
- (e) In the event the Executive Committee allows such appeal, **Sub-Recipient** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Recipient** and will advise **Sub-Recipient** of its decision within fifteen (15) days after such presentation.

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

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

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

IX.

Notice

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

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

**Indiana Family Health Council, Inc.
2960 N. Meridian St., Suite 230
Indianapolis, IN 46208**

If to **Sub-Recipient:**

**Monroe County Health Department
119 W. 7th Street
Bloomington, IN 47404**

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

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

- (a) read this provision,
- (b) been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,

(c) in no way been coerced or forced to agree to this provision.

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

X.

Designated Officials

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

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

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

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

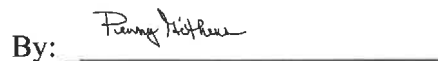
**INDIANA FAMILY HEALTH
COUNCIL, INC.**

By: 

President & CEO

Date: 10/5/23

**MONROE COUNTY
HEALTH DEPARTMENT**

By: 

President, Monroe County
Commissioners

Date: 9/11/2023

CASH BALANCE AS OF 11/2/23: \$9,172.59

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
Fund : 8126											
Fund Desc : Futures Clinic 93.217											
Loc : 9624											
Loc Desc : 2024											
8126	10071	Nurse Practitioner/Adv Pr Nurs	0.00	0.00	0.00	0.00	0.00	3,266.20	(3,266.20)	0.00	0.00%
8126	10187	Clinic Manager	0.00	0.00	0.00	0.00	0.00	1,443.40	(1,443.40)	0.00	0.00%
8126	10188	Licensed Practical Nurse	0.00	0.00	0.00	0.00	0.00	1,584.10	(1,584.10)	0.00	0.00%
8126	17801	Part-Time	0.00	0.00	0.00	0.00	0.00	766.56	(766.56)	0.00	0.00%
8126	18001	FT Self Insurance	0.00	0.00	0.00	0.00	0.00	3,000.00	(3,000.00)	0.00	0.00%
8126	18101	FICA	0.00	0.00	0.00	0.00	0.00	516.12	(516.12)	0.00	0.00%
8126	18201	PERF	0.00	0.00	0.00	0.00	0.00	893.70	(893.70)	0.00	0.00%
			0.00	0.00	0.00	0.00	0.00	11,470.08	(11,470.08)	0.00	0.00%
			0.00	0.00	0.00	0.00	0.00	11,470.08	(11,470.08)	0.00	0.00%
			0.00	0.00	0.00	0.00	0.00	11,470.08	(11,470.08)	0.00	0.00%
			0.00	0.00	0.00	0.00	0.00	11,470.08	(11,470.08)	0.00	0.00%
			0.00	0.00	0.00	0.00	0.00	11,470.08	(11,470.08)	0.00	0.00%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **11/14/2023**
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

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

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

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

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: **TANF FUTURES**

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

The Monroe County Health Department is requesting approval of a category transfer from the supplies to personnel lines in order to balance the account prior to transitioning into Title X grant funding. Other efforts being completed in order to balance the account include an in-house transfer and appropriation of earned program revenue from September 2023.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Name: TANF FUTURES

Fund Number: 8150

Location Number: 9623

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
21050	MEDICAL SUPPLIES	\$342.44
20001	OFFICE SUPPLIES	\$848.98
GRAND TOTAL		1,191.42

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
10188	LICENSED PRACTICAL NURSE	\$342.44
10188	LICENSED PRACTICAL NURSE	\$848.98
GRAND TOTAL		1,191.42

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

REPORT OF COLLECTIONS

For Period: 9/1/2023 to 9/30/2023

Monroe County Health Department



Fee Description	Fund	Current Period	Prior Periods	Year-To-Date
		Collections	Collections	Collections
Birth Certificate	01	\$6,368.00	\$59,708.00	\$66,076.00
Death Certificate	02	\$9,234.00	\$77,282.00	\$86,516.00
Genealogical Search	03	\$15.00	\$30.00	\$45.00
Real Estate On-Site Inspection	04	\$500.00	\$2,800.00	\$3,300.00
Septic Permit, Commercial	05	\$400.00	\$800.00	\$1,200.00
Septic Permit, Duplicate	05	\$0.00	\$0.00	\$0.00
Septic Permit, New	05	\$2,250.00	\$16,500.00	\$18,750.00
Septic Permit, Renewal	05	\$300.00	\$3,200.00	\$3,500.00
Septic Permit, Repair	05	\$600.00	\$6,450.00	\$7,050.00
Homeowner's Installer Certification	06	\$0.00	\$500.00	\$500.00
Septic Installer Certification	06	\$150.00	\$1,350.00	\$1,500.00
Well Pump Survey	07	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 01-05	08	\$0.00	\$330.00	\$330.00
Food Establishment - Partial Year, 06-10	08	\$0.00	\$495.00	\$495.00
Food Establishment - Partial Year, 11-20	08	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 21+	08	\$0.00	\$300.00	\$300.00
Food Service License, 01-05	08	\$330.00	\$42,157.50	\$42,487.50
Food Service License, 06-10	08	\$330.00	\$36,960.00	\$37,290.00
Food Service License, 11-20	08	\$0.00	\$36,135.00	\$36,135.00
Food Service License, 21+	08	\$0.00	\$44,700.00	\$44,700.00
Food Service License, Mobile	08	\$300.00	\$6,450.00	\$6,750.00
Food Service License, Multi-Market (1-3 Months)	08	\$0.00	\$0.00	\$0.00
Food Service License, Multi-Market (4-6 Months)	08	\$0.00	\$0.00	\$0.00
Food Service License, Push Cart	08	\$0.00	\$50.00	\$50.00
Food Service License, Seasonal (4 months or less)	08	\$0.00	\$850.00	\$850.00
Food Service License, Seasonal (9 months or less)	08	\$300.00	\$6,900.00	\$7,200.00
Food Service License, Seasonal (other)	08	\$0.00	\$0.00	\$0.00
Food Service License, Temporary	08	\$850.00	\$3,350.00	\$4,200.00
Food Service Plan Review, 01-05	08	\$330.00	\$7,755.00	\$8,085.00
Food Service Plan Review, 06-10	08	\$165.00	\$1,155.00	\$1,320.00
Food Service Plan Review, 11-20	08	\$0.00	\$1,980.00	\$1,980.00
Food Service Plan Review, 21+	08	\$0.00	\$2,070.00	\$2,070.00
Food Service Plan Review, Mobile	08	\$150.00	\$1,650.00	\$1,800.00
Food Service Plan Review, Ownership Change w/o Con	08	\$150.00	\$1,575.00	\$1,725.00
Food Service Plan Review, Prepackaged Food Only	08	\$0.00	\$0.00	\$0.00
Food Vending License	08	\$0.00	\$200.00	\$200.00
Late Fee - Food	08	\$0.00	\$0.00	\$0.00
Late Fee - Food Service License, 01-05	08	\$0.00	\$214.50	\$214.50
Late Fee - Food Service License, 06-10	08	\$0.00	\$198.00	\$198.00
Late Fee - Food Service License, 11-20	08	\$0.00	\$148.50	\$148.50
Late Fee - Food Service License, 21+	08	\$0.00	\$60.00	\$60.00
Redeposited Returned Check - Environmental	09	\$0.00	\$0.00	\$0.00
Redeposited Returned Check - Vital Records	09	\$0.00	\$0.00	\$0.00
Returned Unpaid Check - Environmental	09	\$0.00	\$0.00	\$0.00
Returned Unpaid Check - Vital Records	09	\$0.00	\$0.00	\$0.00
Beach Permit	10	\$0.00	\$75.00	\$75.00
Beach Permit, camp permit add-on	10	\$0.00	\$0.00	\$0.00
Late Fee - Beach	10	\$0.00	\$0.00	\$0.00
Late Fee - Pool/Spa Permit	10	\$0.00	\$375.00	\$375.00
Pool/Spa Permit, Seasonal	10	\$0.00	\$20,750.00	\$20,750.00
Pool/Spa Permit, Year Round	10	\$0.00	\$13,500.00	\$13,500.00
Campground Permit	11	\$0.00	\$960.00	\$960.00
Campground Permit (additional fee)	11	\$0.00	\$2,605.00	\$2,605.00
Returned Check Bank Fee - Environmental	12	\$0.00	\$0.00	\$0.00
Returned Check Bank Fee - Vital Records	12	\$0.00	\$0.00	\$0.00
Returned Check Fee - Environmental	12	\$0.00	\$38.00	\$38.00

Returned Check Fee- Vital Records	12	\$0.00	\$40.00	\$40.00
Late Fee - Waste	13	\$0.00	\$0.00	\$0.00
Solid Waste Facility Permit	13	\$0.00	\$450.00	\$450.00
Trash Hauler Permit	13	\$0.00	\$4,600.00	\$4,600.00
Large Sleeve	14	\$242.00	\$2,169.00	\$2,411.00
Small Sleeve	14	\$130.00	\$1,256.00	\$1,386.00
Notary	15	\$10.00	\$84.00	\$94.00
Affidavit, Paternity	17	\$159.00	\$1,378.00	\$1,537.00
Affidavit, Paternity (copy)	17	\$60.00	\$430.00	\$490.00
Affidavit, Paternity Upon Marriage	17	\$0.00	\$0.00	\$0.00
Photocopying Fees (EH)	18	\$0.00	\$0.50	\$0.50
Photocopying Fees (VR)	18	\$0.00	\$0.10	\$0.10
Home Birth Registration Fee	19	\$0.00	\$54.00	\$54.00
Affidavit, Amendent	20	\$53.00	\$159.00	\$212.00
Correction Notification	20	\$20.00	\$360.00	\$380.00
Total:		\$23,396.00	\$413,587.10	\$436,983.10

Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Futures Family Planning Clinic	Futures	\$0.00	\$33,728.72	\$33,728.72
Futures Family Planning Clinic TANF (Apr-Sept)	Futures	\$645.76	\$4,836.20	\$5,481.96
Futures Family Planning Clinic Title X (Oct-Mar)	Futures	\$0.00	\$0.00	\$0.00

Splits Fee Description	Fund	Current Period Amount	Prior Periods Amount	Year-To-Date Amount
Coroner Fee	02	\$1,710.00	\$13,022.00	\$14,732.00
Splits Total:		\$1,710.00	\$13,022.00	\$14,732.00

I hereby certify that the forgoing is a true and correct report of collections due the above named governmental unit for the period shown.

4th October 2023 
Dated this day of year Director

This is not to be used as a receipt. The official to whom the report is made must issue an official receipt for the collections remitted.



CASH BALANCE AS OF 11/2/23: -20,606.13

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Addtl Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
Fund : 8150											
Fund Desc : TANF Futures 93.558											
Loc : 9623											
Loc Desc : 2023											
8150	10071	Nurse Practitioner/Adv Pr Nurs	0.00	0.00	40,827.50	0.00	40,827.50	40,827.50	0.00	0.00	0.00%
8150	10187	Clinic Manager	0.00	0.00	16,599.10	0.00	16,599.10	16,599.10	0.00	0.00	0.00%
8150	10188	Licensed Practical Nurse	0.00	0.00	19,118.60	0.00	19,118.60	20,593.30	(1,474.70)	0.00	(7.71%)
8150	17801	Part-Time	0.00	0.00	10,000.00	(1,500.00)	8,500.00	8,766.52	(266.52)	0.00	(3.14%)
8150	18001	FT Self Insurance	0.00	0.00	16,000.00	1,000.00	17,000.00	17,000.00	0.00	0.00	0.00%
8150	18101	FICA	0.00	0.00	6,007.00	0.00	6,007.00	6,415.14	(408.14)	0.00	(6.79%)
8150	18201	PERF	0.00	0.00	10,186.00	500.00	10,686.00	11,078.76	(392.76)	0.00	(3.68%)
8150	20001	Office Supplies	0.00	0.00	1,000.00	0.00	1,000.00	151.02	848.98	0.00	84.90%
8150	20011	Other Supplies	0.00	0.00	2,519.00	304.12	2,823.12	2,823.12	0.00	0.00	0.00%
8150	21050	Medical Supplies	0.00	0.00	1,000.00	(304.12)	695.88	353.44	342.44	0.00	49.21%
8150	21112	L.A.R.C.	0.00	0.00	14,952.04	0.00	14,952.04	11,165.74	3,786.30	0.00	25.32%
8150	38110	Services & Charges	0.00	0.00	8,982.00	0.00	8,982.00	9,224.42	(242.42)	0.00	(2.70%)
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 11/14/2023

Request Presenter(s): LORI KELLEY

Phone: 812-349-2068

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

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

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

Fund Name: TANF FUTURES

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

The Monroe County Health Department is requesting approval of an additional appropriation of earned income for Futures TANF Fund 8150.

Per the guidelines of the TANF grant "4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonably expect to receive."

A total of \$645.76 of earned income from September insurance claims needs to be appropriated. The department is requesting that the \$645.76 be appropriated to the account lines listed within this request.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

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

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Number:	8150	Location Number:	9623
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9623

TOTAL REQUEST	645.76
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Staff will notify Department when the accounts/additionals have been approved/updated.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH**

MEETING DATE REQUESTED (*Tentative*): **11/14/2023**

Request Presenter(s): **LORI KELLEY**

Phone: **812-349-2068**

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

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

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

Fund Name:

☒ Transfer of Funds

☐ Category

Fund Name: **STD Strengthening Prevention**

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

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

The Monroe County Health Department is requesting a category transfer for grant fund 8112. Other services, provided through an agreement with IU Health Positive Link, were provided for part of this grant cycle and transferring funds from other supplies to other services will provide coverage for those costs. The other category transfer is to help provide additional funding needed to cover mileage costs.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ⁹²any questions regarding the Agenda Request Form.

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

MEETING DATE REQUESTED *(Tentative)*: 11/14/2023

Fund Number: 8112

9623

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
20011	Other Supplies	\$9,954.28
GRAND TOTAL		9,954.28

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
30014	Other Services	\$4,954.28
30028	Training/Travel	\$5,000.00
GRAND TOTAL		9,954.28

Council Staff will notify Department when the approved transfer has been completed.

GRANT AGREEMENT

Contract #0000000000000000000076117

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY BOARD OF COMMISSIONERS** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$170,000.00** (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):
Strengthening Prevention and Control for Health

CFDA # 93.977

If State Funds: Program Title _____

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, 2023** and shall remain in effect through **December 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$170000. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment 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. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. 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/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Attachment D** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the**

Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

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

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

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

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

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

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

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

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

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take

appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

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

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

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

A. Notices to the State shall be sent to:

Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: IDOHcontracts@health.in.gov

B. Notices to the Grantee shall be sent to:

Administrator
Monroe County
100 W Fifth Street, Room 204
Bloomington, Indiana 47404
E-mail: ikelley@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 foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

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

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

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the

State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. Deleted as not applicable.

26. HIPAA Compliance. If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability 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 *2022 SCM Template*) in any way except as follows:

Amendments -added

Grant Funding-modified

HIPAA Compliance-added

Provision Applicable to Grants with tax-funded State Educational Institutions:

"Separateness" of the Parties -Deleted

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

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


MONROE COUNTY BOARD OF COMMISSIONERS

By: 
1E0F5FF84AC4468...

Title: President- Penny Githens

Date: 9/15/2023 | 14:42 EDT

Indiana Department of Health

By: 
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 9/17/2023 | 23:11 EDT

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

Attachment A

STD Supplemental DIS

1/1/2023-12/31/2023

1. No changes or additions to these terms may be made unless the Indiana Department of Health (IDOH) Prevention Program Director is consulted, and an amendment of the contract is executed.
2. These funds are provided to expand, train, and sustain the Disease Intervention Specialist (DIS) workforce. This supplemental funding will support and enhance capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management oversight, and outbreak response for other infectious diseases.
3. In collaboration with the IDOH Prevention Program Director, the Grantee will establish objectives and set goals that are commensurate with the IDOH and federal Sexually Transmitted Disease (STD) cooperative agreement objectives.
4. The Grantee will be required to implement Disease Intervention Specialist (DIS) services and Partner Services (PS) in accordance with program standards and policy guidelines established by the IDOH and applicable IDOH and federal statutes.
5. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with Centers for Disease Control and Prevention (CDC) guidance as well as with program standards, policies, and procedures.
6. Only state authorized Disease Intervention Specialists are permitted by Indiana State Code: 410 IAC 1-2.5-6 to investigate HIV and syphilis. The DIS must be approved by the STD program and trained by CDC to investigate cases of syphilis and Human Immunodeficiency Virus (HIV) and complete partner notifications. Therefore, they are the only people who may have access to this information within the STD database. Requests of non-DIS persons must be sent to the STD program for approval prior to receiving access to the STD database.
7. When a staff DIS vacancy occurs, the agency will notify IDOH Prevention Director or designee within 72 hours. Vacancies are expected to be filled within 90 days. IDOH Prevention Director or designee should be notified if this expectation cannot be met. IDOH reserves the right to reallocate funding if a

vacancy remains after the 90-day period. During the vacancy period the agency must have a plan in place to provide all services outlined in this agreement.

8. The Grantee will be responsible for the hiring, training, and monitoring of an STD Clinic Lab Technician who will devote 18.96 hours per week to performing stat Rapid Plasma Reagin (RPR) tests.
9. The Grantee will integrate disease intervention services for chlamydia, gonorrhea, HIV and syphilis infections at the client level.
10. As a Grantee offering a full-time (5 day/week STD services) STD clinic the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will have DIS interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STD program. Clients identified as a priority for chlamydia are specified later in this contract.
11. Grantee agencies who operate clinical services in their STD District will be required to treat cases within two weeks of notification of the infection from the lab. If Grantee is unable to treat cases within the specified time frame, grantee must have documented actionable steps taken to make contact with the patient & partners every 48 business hours. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence of primary and secondary signs or symptoms of syphilis must be treated by the agency immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis. Similarly, if a clinic performs STAT RPR testing, a person with titer of 1:8 or greater in absence of syphilis history that would explain titer, should receive immediate treatment after blood draw.
12. The Grantee will interview 100% of all newly diagnosed HIV and early syphilis cases residing in their respective counties within their designated region of service. t 1). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in the district. DIS operating under this contract will complete HIV testing on at least 100% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed. DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.

13. DIS operating under this contract will offer chlamydia interviews at their own discretion within their district. DIS shall offer PS to cases identified as Lymphogranuloma venereum (LGV). DIS will offer PS to 100% of all LGV chlamydia cases interviewed in their district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.
14. The DIS operating under this contract will successfully interview **24%** of all priority gonorrhea cases residing in their respective district as enhanced STD Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the STD Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. DIS will offer PS to 100% of all priority gonorrhea cases interviewed in the district. Priority gonorrhea cases MSM outside, clients under the age of 20, pregnant women, repeat cases (defined as 2 or more infections within 12 months) infections, co-infection with HIV and/or syphilis. The Grantee will ensure 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS operating under this contract will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.
15. DIS operating under this contract will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.
16. DIS operating under this contract will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 3 business days of receipt of report.
17. DIS operating under this contract must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate. Grantee/DIS must submit this information in the REDCap survey (Provider Reports).
18. DIS operating under this contract must perform field visits as a part of their investigations as directed by the STD Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS operating under this contract must coordinate and conduct field visits on a weekly basis.

19. The Grantee will implement PS within 48 business hours upon receipt of notification of diagnosis for syphilis and HIV.
20. The Grantee will perform other duties for a person living with HIV assigned by the IDOH Division of HIV, STD, Viral Hepatitis, on a person living with HIV residing in their service district.
21. DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STD database prior to submitting case for closure.
22. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.
23. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection to access medical care either directly or by linking them to HIV care coordination) 100% of locatable identified persons as infected with HIV to medical and care coordination services in their district.
24. The Grantee will correctly document 100% of all cases interviewed in the STD database and the Indiana EvaluationWeb©, no later than 72 hours after the original interview.
25. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons infected with HIV.
26. The Grantee must notify the STD Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STD Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STD database.
27. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS operating under this contract are required to be present for Quality Assurance Reviews when they are scheduled with the STD Prevention Program staff. If a DIS is not able to be present for the review, IDOH needs to be notified at a minimum of ten (10) business days in advance to reschedule the event, or as soon as possible if there is an emergency.
28. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is

considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative, except as demanded under IDOH statutes. These policies and procedures must include provisions for discipline should violations occur. The Grantee agrees to sign user agreements and abide by STD program data policies of the STD database.

29. The Grantee agrees to have Internet access and meet system requirements required by the Indiana Office of Technology and Compliance when accessing STD database or EvaluationWeb© system.
30. The Grantee will have all DIS sign STD database user agreements and have them on file at the agency.
31. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STD materials (brochures, videos, promotional, etc.) used as educational materials to the STD Program for approval.
32. The Grantee will have all DIS and other service staff **funded** under this contract satisfactorily complete the trainings required by the STD Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently throughout the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.
 - a. Service staff who are required to complete trainings from the STD Prevention Program, through the DIS Training Coordinator:
 - i. Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
 - ii. Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
 - iii. Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
 - iv. Staff who will be seeing or assisting patients suspected of having STD infection more than 40% of their working time.
33. The Grantee will have all other service staff **not funded**, but directly involved in STD activities that are funded by this contract, are subject to satisfactorily complete the trainings at the discretion of the Prevention Program Director

and/or STD Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STD Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or designee.

34. The Grantee will collaborate with the Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the DIS Training Coordinator's specific plan for that position. This includes but is not limited to:
 - a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
 - b. Review the training guides and materials provided by the DIS Training Coordinator
 - c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:
 - i. Receiving reports from the trainee about their progress
 - ii. Coaching, teaching, or advising the trainee on STD Program policies and procedures or required DIS skills
 - iii. Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
 - iv. Providing observation or shadowing opportunities for the trainee
 - v. Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
 - vi. Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs
35. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STD Program) after adequate intervention to enhance performance, the STD Prevention Program reserves the right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any nonfunded positions (who are directly involved in STD activities) fail to complete the trainings requested by the STD Director after adequate intervention, and it's determined by the STD Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STD Prevention Program reserves the right to request that position not be involved in STD activities funded by the contract.
 - a. Adequate intervention to enhance performance may include but is not limited to:
 - i. Assigned training sessions or webinars from the DIS Training Coordinator.
 - ii. Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
 - iii. Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.

- iv. Work Improvement Plans (may also be called a Performance Improvement Plan) that are developed by the agency with the STD Program's assistance, if desired.

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

- a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STD Prevention Program and adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins in order to proceed with final Authorization.
 - i. DIS will be expected to take self-study modules from the National STD Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
 - ii. DIS will be required to be trained in HIV testing and counseling, either through the STD Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
 - iii. DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
 - iv. DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work.

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

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

Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization Training but may require approval for data entry work or basic case management.

37. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STDs, HIV, Hepatitis C, and other infectious diseases, as directed by the Division of HIV/STD/Viral Hepatitis. If directed, the Grantee will assist in the response efforts and reimbursement will be arranged for these efforts.
38. The Grantee, if providing STD clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STD Prevention, Health Insurance Portability and Accountability Act (HIPPA) regulations, as well as CDC's STD Treatment Guidelines.
39. The Grantee will complete the STD Quarterly Provider Report and email to the District's Program Prevention Liaison by the dates set forth by the program.
40. The Grantee will ensure all DIS are in attendance and participate on the quarterly statewide DIS conference calls. Any absences must be reported to the STD Program prior to the conference call.
41. The IDOH chlamydia Trachomatis/ Gonorrhea (CT/GC) Screening Program allots testing materials and medications that are expected to be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STD services to those clients who are eligible but cannot pay local administrative fees.
42. DIS operating under this contract will adhere to all STD Prevention Program policies and procedures.
43. DIS operating under this contract will assist with STD Prevention Control for Health Departments (PCHD) grant requirements if assistance is requested by the IDOH STD Prevention Program.
44. DIS operating under this contract will submit 100% of all confirmed syphilis and HIV cases for IDOH STD Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STD database to ensure quality and compliance with CDC's recommendations.
45. The Grantee will ensure all syphilis cases are reviewed monthly, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STD Prevention Program will train any local staff to review these cases if requested.

46. The Grantee will submit a **monthly** STD invoice and supporting documentation to (STD@health.in.gov) by the 15th of each month for the previous month's expenditures.
 - a. Appropriate supporting documentation that justifies the expenses and amounts billed for that month's invoice includes but is not limited to the following:
 - i. Personnel
 - ii. Fringe
 - iii. DIS Travel (including mileage, conference registration, out of state travel (flight/hotel receipts).
 - iv. Supplies (not included in the outreach supply website)
 - v. Rent
 - vi. Utilities (itemized)
 - vii. Consultant (itemized)
 - viii. Contractual (itemized) ix. Miscellaneous expenses such as; advertising, promotion, education brochures, personal healthcare, printing, etc.
49. The Grantee will be responsible for ensuring the agency receives payment of the STD Invoice they submitted to the STD Prevention Program within 30 days of submission. The STD Prevention Program is not responsible for ensuring the agency themselves receives payment.
50. The Grantee will be required to develop their own process for reconciliation of STD Invoices submitted within the grant period. If the agency identifies they have been unpaid for a STD Invoice, they will work with the program to rectify this invoice. The STD Prevention Program will be unable to perform any reconciliation for STD Invoices submitted 60 days past the end of this grant period.
51. In the instance of a Public Health Emergency (PHE), it is acceptable for DIS to be reassigned within or outside of their DIS District to assist in other public health duties. If DIS are reassigned, the agency may use federal funding provided by the STD Program for Public Health Emergency's. An agency must be able to track and account for DIS time spent on this PHE each week and submit this report to the STD Program on a weekly basis.

ATTACHMENT B
Monroe County Board of Commissioners
PCHD STD- Supplemental

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

Personnel	\$90,000
Fringe	\$50,000
Supplies	\$5,000
Travel	\$ 2,000
Consultant	\$
Contractual	\$
Equipment	\$
Other	\$23,000
TOTAL	\$170,000

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.977

Award Number: NH25PS005139

Award Name: Preventative Health Services Sexually Transmitted Diseases Control Grants

1) Incorporation

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

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

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

2) Anti-kickback Statute

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

3) Victims of Trafficking and Violence Protection Act

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

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights

Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

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

5) Federal Information Security Management Act (FISMA)

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

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. 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 Preventative Health Services Sexually Transmitted Diseases Control Grants from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will send the form via e-mail.

11) Federal Lobbying Requirements

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

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 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.

CASH BALANCE AS OF 11/9/23: -91,361.74

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
Fund : 8112											
Fund Desc : STD Strengthening Prevention											
Loc : 9623											
Loc Desc : 2023											
8112	10107	Dis Inter Spec Prog Coord	0.00	0.00	48,449.00	0.00	48,449.00	27,951.00	20,498.00	0.00	42.31%
8112	10108	Disease Interven. Specialist	0.00	0.00	43,480.00	0.00	43,480.00	26,912.20	16,567.80	0.00	38.10%
8112	17601	Longevity	0.00	0.00	800.00	0.00	800.00	200.00	600.00	0.00	75.00%
8112	18001	FT Self Insurance	0.00	0.00	24,000.00	0.00	24,000.00	14,000.00	10,000.00	0.00	41.67%
8112	18101	FICA	0.00	0.00	7,032.48	0.00	7,032.48	3,983.82	3,048.66	0.00	43.35%
8112	18201	PERF	0.00	0.00	13,053.82	0.00	13,053.82	7,790.51	5,263.31	0.00	40.32%
8112	20011	Other Supplies	0.00	0.00	14,592.35	0.00	14,592.35	0.00	14,592.35	0.00	100.00%
8112	30014	Other Services	0.00	0.00	14,592.35	(4,000.00)	10,592.35	15,239.31	(4,646.96)	0.00	(43.87%)
8112	30021	Phones & Pagers	0.00	0.00	1,000.00	(400.00)	600.00	326.19	273.81	0.00	45.64%
8112	30028	Training/Travel	0.00	0.00	1,000.00	5,400.00	6,400.00	6,071.13	328.87	0.00	5.14%
8112	38110	Services & Charges	0.00	0.00	1,000.00	(1,000.00)	0.00	0.00	0.00	0.00	0.00%
8112	40001	Equipment	0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
			0.00	0.00	170,000.00	0.00	170,000.00	102,474.16	67,525.84	0.00	39.72%
			0.00	0.00	170,000.00	0.00	170,000.00	102,474.16	67,525.84	0.00	39.72%
			0.00	0.00	170,000.00	0.00	170,000.00	102,474.16	67,525.84	0.00	39.72%
			0.00	0.00	170,000.00	0.00	170,000.00	102,474.16	67,525.84	0.00	39.72%
			0.00	0.00	170,000.00	0.00	170,000.00	102,474.16	67,525.84	0.00	39.72%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Auditor MEETING DATE REQUESTED (Tentative):
Request Presenter(s): Brianne Gregory Phone: 812-349-5024

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

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

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

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☒ De-Appropriation of Account Lines

Fund Name: American Rescue Plan Act Fund

☐ Other (Specify)

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

Per the 10/23/2023 ARPA meeting, the Auditor's Office is submitting de-appropriation of the Sojourn House and Retention Bonus projects. The Sojourn House project appears to be at a stand still because the mortgage company does not agree with the County's deed restriction requirement. The last quarter's retention bonuses were paid on 10/20/2023. The unspent appropriation should be de-appropriated in late November, which allows time for any missed bonuses to be paid out.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

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

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

DEPARTMENT: Auditor

MEETING DATE REQUESTED *(Tentative)*:

Fund Name: American Rescue Plan Act

Fund Number: 8950

Location Number: 0000

[illegible]

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

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

CASH BALANCE AS OF 11/2/23: \$23,083,428.39

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Addtl Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
Fund : 8950											
Fund Desc : American Rescue Plan Act Fund											
Loc : 0000											
Loc Desc : No Department											
8950	18101	FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8950	19900	ARPA Retention Bonus	1,282,650.00	0.00	0.00	0.00	1,282,650.00	1,184,427.78	98,222.22	0.00	7.66%
8950	29000	ARPA Sharps Disposal Boxes	0.00	0.00	55,000.00	(55,000.00)	0.00	0.00	0.00	0.00	0.00%
8950	29001	ARPA Gun Safes	0.00	0.00	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00	100.00%
8950	36704	ARPA Sojourn House Renov Proj	164,000.00	0.00	0.00	0.00	164,000.00	0.00	164,000.00	0.00	100.00%
8950	36705	ARPA COVID Vaccine Incentive	466,552.00	0.00	0.00	(466,552.00)	0.00	0.00	0.00	0.00	0.00%
8950	36706	ARPA Osage Place	1,773,076.00	0.00	0.00	0.00	1,773,076.00	0.00	1,773,076.00	0.00	100.00%
8950	36707	ARPA Wastewater Monitoring	91,000.00	0.00	0.00	0.00	91,000.00	3,500.00	87,500.00	0.00	96.15%
8950	36708	ARPA Childcare	300,000.00	0.00	725,000.00	(725,000.00)	300,000.00	300,000.00	0.00	0.00	0.00%
8950	36709	ARPA Rural Housing Repair	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	0.00	100.00%
8950	36710	ARPA Septic Assistance	0.00	0.00	420,000.00	0.00	420,000.00	0.00	420,000.00	0.00	100.00%
8950	36711	ARPA Fairground Wireless (LR)	0.00	0.00	48,677.00	0.00	48,677.00	48,677.00	0.00	0.00	0.00%
8950	36712	ARPA Community Asst-Foundation	0.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
8950	36713	ARPA Perm Sup Housing Initativ	0.00	0.00	500,000.00	0.00	500,000.00	0.00	500,000.00	0.00	100.00%
8950	36714	ARPA Program Support	0.00	0.00	116,450.00	0.00	116,450.00	29,770.03	86,679.97	0.00	74.44%
8950	36715	ARPA IU Disability Survey (LR)	0.00	0.00	83,000.00	0.00	83,000.00	7,451.35	75,548.65	0.00	91.02%
8950	36716	ARPA Karst Wireless (LR)	0.00	0.00	75,000.00	0.00	75,000.00	0.00	75,000.00	0.00	100.00%
8950	37418	ARPA Bicentennial Pathway (LR)	0.00	0.00	755,900.00	(688,700.00)	67,200.00	27,873.03	39,326.97	0.00	58.52%
8950	37419	ARPA Bicen. Non-Match (LR)	0.00	0.00	0.00	688,700.00	688,700.00	245,813.08	442,886.92	0.00	64.31%
8950	37486	ARPA Pantry 279 (Food)	0.00	0.00	65,000.00	0.00	65,000.00	0.00	65,000.00	0.00	100.00%
8950	37487	ARPA HHFB (Food)	0.00	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00	100.00%
8950	37488	ARPA Community Kitchen (Food)	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	0.00	100.00%
8950	37489	ARPA People's Market (Food)	0.00	0.00	48,000.00	0.00	48,000.00	0.00	48,000.00	0.00	100.00%
8950	37491	ARPA Smart Start (CF)	0.00	0.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00	100.00%
8950	48000	ARPA Brine System	260,531.97	0.00	0.00	(45,471.14)	215,060.83	215,060.83	0.00	0.00	0.00%
8950	48001	ARPA Rural Transit (Buses)	540,000.00	0.00	0.00	0.00	540,000.00	540,000.00	0.00	0.00	0.00%
8950	48002	ARPA HHFB (Trailer)	30,000.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00%
8950	48003	ARPA MFPD (Ambulances & Equip)	1,217,970.00	0.00	0.00	0.00	1,217,970.00	371,805.92	846,164.08	0.00	69.47%
8950	48004	ARPA Conv Center Improve (LR)	0.00	0.00	1,059,000.00	0.00	1,059,000.00	0.00	1,059,000.00	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
8950	48005	ARPA Solar Projects (LR)	0.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	100.00%
8950	48006	ARPA Paving/Drainage Projects	0.00	0.00	1,271,136.00	0.00	1,271,136.00	776,062.21	495,073.79	0.00	38.95%
8950	48007	ARPA Summit Hill Child Care	0.00	0.00	700,000.00	0.00	700,000.00	0.00	700,000.00	0.00	100.00%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	3,780,441.23	10,327,049.60	0.00	73.20%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	3,780,441.23	10,327,049.60	0.00	73.20%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	3,780,441.23	10,327,049.60	0.00	73.20%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	3,780,441.23	10,327,049.60	0.00	73.20%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	3,780,441.23	10,327,049.60	0.00	73.20%



MONROE COUNTY COUNCIL

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

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

COUNTY COUNCIL REGULAR SESSION AND BUDGET WORK SESSION #3 AGENDA Tuesday, September 12, 2023 at 5:00 pm In Person: Nat U Hill Meeting Room – Courthouse

Members

Present – **In Person**– Kate Wiltz, President
Present – **In Person** – Trent Deckard, President Pro Tempore
Present – **In Person** – Jennifer Crossley
Present – **In Person** – Marty Hawk
Present – **In Person** – Peter Iversen
Present – **In Person** – Geoff McKim
Present – **Virtual** – Cheryl Munson

Staff

Present – **In Person**– Kimberly Shell, Council Administrator
Present – **In Person** – Molly King-Turner, Legal Counsel
Present – **In Person** – Bri Gregory, Financial Director
Present – **In Person** – Cathy Smith, Auditor

1. CALL TO ORDER COUNTY COUNCIL REGULAR SESSION

President Wiltz called the Regular Session of the Monroe County Council to order at 5:04 pm. Councilor Munson is joining the meeting on Zoom; all other members of the Council are present in the Nat U Hill Room.

2. ADOPTION OF AGENDA 5:05 pm

No changes.

3. JAIL/CORRECTIONAL CENTER, Kyle Gibbons & Jordan Miller 5:05 pm Request Approval of an Additional Appropriation General Fund-Jail, 1000-0380 34100 Medical \$480,000

An additional appropriation is required for the medical line (34100) to satisfy the Advanced Correctional Health (ACH) contract for medical/mental health for inmates. This need resulted from an increased monthly contract amount as well as fluctuating monthly invoice amounts based on need (the number of times an inmate is required to receive care/treatment outside of the facility).

Deckard moved to approve the Jail’s request for an additional appropriation in Fund 1000-0380, General Fund-Jail, in the amount of \$480,000 in the Services Category. McKim seconded.

Kyle Gibbons, Jail Commander, and Jordan Miller, Financial Manager, presented on this item. Discussion ensued. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

- Crossley Yes
- Deckard Yes
- Hawk Yes
- Iversen Yes
- Munson Yes
- McKim Yes
- Wiltz Yes

Motion passed 7-0; Unanimous

4. AUDITOR’S OFFICE, Brianne Gregory 5:19 pm
Request Approval for De-Appropriation of Account Lines

<u>American Rescue Plan Act Fund, 8950-0000</u>		
29000	ARPA Sharps Disposal Boxes	\$ 55,000.00
36705	ARPA COVID Vaccine Incentive	\$ 466,552.00
36708	ARPA Childcare	\$ 725,000.00
48000	ARPA Brine System	\$ 45,471.14
TOTAL		\$1,292,023.14

The Auditor’s Office is requesting a de-appropriation of four (4) ARPA accounts due to project completion and/or projects no longer being viable.

Deckard moved to approve the Auditor’s request for a de-appropriation in Fund 8950-0000, American Rescue Plan Act (ARPA), in the amount of \$55,000 in the Supplies Category and \$1,237,023.14 (one million two hundred thirty-seven thousand twenty-three dollars and 14 cents) in the Capital Category for a total de-appropriation of \$1,292,023.14 (one million two hundred ninety-two thousand twenty-three dollars and 14 cents). McKim seconded.

Bri Gregory, Financial Director, presented on this item. Gregory requested corrections in the amounts for the Services Category and the Capital Category.

Deckard amended his previous motion to correct the Services Category amount to \$1,191,552 and Capital Category to \$45,471.14, for a total of \$1,292,023.14. McKim seconded.

No discussion. No public comment.

Deckard combined items B & C into one motion and moved to approve the amended Council Administrator job description and the new Assistant Council Administrator job description and to simultaneously amend the 2023 Salary Ordinance in Fund 1000-0061, General Fund-Council, adding account line 10098, Assistant Council Administrator, PAT A, 40 Hours, Non-Exempt. McKim seconded.

Wiltz spoke on this item. Brief discussion ensued. No public comment.

Wiltz asked for a Roll Call vote:
Shell called the roll.
McKim Yes
Munson Yes
Wiltz Yes
Hawk No
Crossley Yes
Deckard Yes
Iversen Yes
Motion passed 6-1; Majority [Hawk]

6. Regular Session Meeting Adjournment 5:31 pm



2024 BUDGET WORK SESSION #3 AGENDA

1. CALL TO ORDER BUDGET SESSION #3

Wiltz called to order Budget Work Session #3 at 5:31 pm.

2. ADOPTION OF AGENDA

No changes.

3. WELCOME AND BUDGET WORK SESSION PROCEDURES

Wiltz welcomed everyone and went over budget procedures.

4. OVERVIEW OF REVENUES AND EXPENDITURES

Shell gave updates on amendments from Budget Work Session #3.

5. JAIL/CORRECTIONAL CENTER, Ruben Marté & Kyle Gibbons

- 1000-0380 General
- 1170-0380 Public Safety LIT
- 1175-0000 Misdemeanant

5A. Deckard moved to open for discussion and review Fund 1000-0380, General Fund-Jail, with the category requests of:

Personnel	\$6,048,981
Supplies	\$ 184,311
Services	<u>\$2,088,500</u>
FOR A TOTAL	\$8,321,792

McKim seconded.

Ruben Marté, Sheriff, and Kyle Gibbons, Jail Commander, presented this budget item ~~to Council~~. Lengthy discussion ensued.

McKim moved that the following account lines be set to zero (-0-):

30025 Maintenance
30028 Training/Travel
31380 Inmate housing Offsite
34110 Maint – Video Imaging
34150 Uniforms
34170 Legal Services
34300 Comm. Repair/Services
34400 Booking Printing Signs
34800 Inmate Library Services

Plus he requested the following account lines be adjusted:

40001, Equipment, be set to \$15,000
30006, Contractual, be set to \$20,000
20700, Maintenance Repair Supplies, be set to \$70,300.
Iversen seconded.

Discussion ensued.

Wiltz asked for a Roll Call vote on the amendment:

Shell called the roll.

Munson	Yes
McKim	Yes
Crossley	Yes
Wiltz	Yes
Hawk	Yes
Iversen	Yes
Deckard	Yes

Motion passed 7-0; Unanimous

McKim moved that line 34100, Medical Services, be set to \$1,576,000, with the idea that Council will fund the remaining \$400,000 as soon as the Correctional LIT is approved. Hawk seconded.

No discussion.

-1000-0005	General – Office
-1000-0626	General – Animal Control
-1170-0005	Public Safety LIT

Personnel	\$5,706,045
Supplies	\$ 289,701
<u>Services</u>	<u>\$ 207,620</u>
FOR A TOTAL	\$6,203,366

Scott McGlocklin, Sheriff's Office Financial Manager, presented this budget. Council discussion ensued.

Munson	Yes
Wiltz	Yes
McKim	Yes
Crossley	Yes
Hawk	Yes
Deckard	Yes
Iversen	Yes

Hawk	Yes
Wiltz	Yes
Munson	Yes
Crossley	Yes
Deckard	Yes
McKim	Yes
Iversen	Yes

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6B. Deckard moved to open for discussion and review Fund 1000-0626, General Fund-Animal Control, with the category requests of:

Personnel	\$201,506
Supplies	\$ 23,295
Services	<u>\$397,775</u>
FOR A TOTAL	\$622,576

McKim seconded.

McGlocklin presented this budget.

McKim moved to reduce line 17101, Overtime, from \$10,000 to \$5,000. Iversen seconded.

Wiltz asked for a Roll Call vote on the amendment:

Shell called the roll.

Deckard	Yes
Munson	Yes
McKim	Yes
Crossley	Yes
Wiltz	Yes
Hawk	Yes
Iversen	Yes

Motion passed 7-0; unanimous

No questions or discussion.

Wiltz asked for a roll call on moving forward with the General Fund-Animal Control budget request including the amendment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Munson	Yes
McKim	Yes
Crossley	Yes
Iversen	Yes
Deckard	Yes
Wiltz	Yes
Hawk	Yes

Motion passed 7-0; unanimous

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6C. Deckard moved to open for discussion and review Fund 1170-0005, Public Safety LIT-Sheriff, with the category requests of:

Personnel	\$1,549,537
Supplies	\$ 65,500
Services	\$ 13,200
Capital	<u>\$ 144,750</u>
FOR A TOTAL	\$1,772,987

McKim seconded.

McGlocklin presented this budget.

Discussion ensued.

McKim moved to reduce line 47100, Equipment-Law Enforcement, to \$20,000. Crossley seconded.

Discussion ensued.

Wiltz asked for a Roll Call vote on the amendment:

Shell called the roll.

Iversen Yes
Wiltz Yes
McKim Yes
Crossley Yes
Munson Yes
Deckard Yes
Hawk Yes

Motion passed 7-0; unanimous

No further discussion.

Wiltz asked for a roll call on moving forward with the Public Safety-LIT Sheriff budget request including the amendment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Wiltz Yes
McKim Yes
Crossley Yes
Munson Yes
Deckard Yes
Hawk Yes
Iversen Yes

Motion passed 7-0; unanimous

President Wiltz recessed the meeting at 6:57 pm; meeting called back to order at 7:13 pm.

7. SURVEYOR’S OFFICE, Trohn Enright-Randolph

-1000-0006 General
-1202-0000 Surveyor’s Corner Perpetuation

7A. Deckard moved to open for discussion and review Fund 1000-0006, General Fund-Surveyor, with the category requests of:

Personnel \$288,987
Supplies \$ 550
Services \$ 10,000
FOR A TOTAL \$299,537

McKim seconded.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Wiltz Yes

Iversen Yes

Crossley Yes

McKim Yes

Hawk Yes

Munson Yes

Deckard Yes

Motion passed 7-0; unanimous

8. PUBLIC DEFENDER, Michael Hunt & Heather Stuffle

20-minute time allotment

-1000-0271 General Fund

-1200-0000 Public Defender Supplemental

8A. Deckard moved to open for discussion and review Fund 1000-0271, General Fund-Public Defender, with the category requests of:

Personnel \$1,628,469

Supplies \$ 9,000

Services \$ 138,051

FOR A TOTAL \$1,775,520

McKim seconded.

Michael Hunt, Public Defender, presented this budget. Betsy Greene and Joe Lozano spoke on behalf of the Public Defender. Erika Oliphant, Chief Prosecuting Attorney, spoke on the difficulty of hiring attorneys.

Lengthy discussion ensued.

McKim moved to set line 12000, Chief Deputy, to \$133,626; and set line 12142, Senior Trial Attorney, to \$1.00; 17100, Transcripts, from \$15,000 to \$13,000; 20001, Office Supplies, from \$5,000 to \$4,000; 20003, Printing/Copy Supplies, from \$4,000 to \$3,000; 30026, Library, from \$12,500 to \$10,000; 32710, Special Services, from \$90,000 to \$80,000. Iversen seconded.

Wiltz asked for a Roll Call vote on the amendment:

Shell called the roll.

Munson Yes

Hawk Yes

Deckard Yes

Wiltz Yes

McKim Yes

Iversen Yes

Crossley Yes

Motion passed 7-0; unanimous

Discussion ensued.

McKim moved that Council staff set all attorneys back to 35 hours. Iversen seconded.

Wiltz asked for a Roll Call vote on the amendment:

Shell called the roll.

Deckard Yes

Munson Yes

Wiltz Yes

Iversen Yes

Hawk Yes

McKim Yes

Crossley Yes

Motion passed 7-0; unanimous

No further discussion.

Wiltz asked for a roll call on moving forward with the Public Defender’s Supplemental budget request including amendments.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Hawk Yes

Crossley Yes

McKim Yes

Wiltz Yes

Munson Yes

Deckard Yes

Iversen Yes

Motion passed 7-0; unanimous

9. RECORDER’S OFFICE, Amy Swain

-1000-0004	General
-1160-0000	Identification Security Protection
-1217-0000	County Elected Officials Training

9A. Deckard move to open for discussion and review Fund 1000-0004, General Fund-Recorder, with a category request of:

Personnel	<u>\$383,732</u>
FOR A TOTAL	\$383,732

McKim seconded.

Amy Swain, County Recorder, presented this budget. Lengthy discussion ensued.

McKim moved to continue this budget. Deckard seconded.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Iversen Yes

McKim Yes

Munson Yes

Hawk Yes

Deckard Yes

Wiltz Yes

Crossley Yes

Motion passed 7-0; unanimous

10. Meeting Recessed to Wednesday, September 13, 2023 at 5:00 pm

The County Council Regular Session and 2024 Budget Work Session #3 Summary Minutes for **September 12, 2023** were presented and approved on **November 14, 2023**.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



MONROE COUNTY COUNCIL

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

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

COUNCIL WORK SESSION SUMMARY MINUTES Tuesday, September 26, 2023 at 5:30 pm Nat U. Hill Meeting Room and Zoom Connection

Members

Present – **In Person** – Kate Wiltz, President
Present – **In Person** – Trent Deckard, President Pro Tempore
Present – **In Person** – Jennifer Crossley
Present – **In Person** – Marty Hawk
Present – **In Person** – Peter Iversen
Present – **In Person** – Geoff McKim
Present – **In Person** – Cheryl Munson

Staff

Present – **In Person** – Kim Shell, Council Administrator
Present – **In Person** – Molly Turner-King, Legal Counsel

1. CALL TO ORDER

Wiltz called the meeting to order at 5:39 pm. All seven Council members were present in the Nat. U Hill Meeting Room.

2. ADOPTION OF AGENDA 5:40 pm.

No changes.

3. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker) 5:40 pm.

None.

4. DEPARTMENT UPDATES 5:41 pm.

Phil Parker, Sheriff's Chief Deputy, spoke about the budget hearing process.
Penny Githens, Board of Commissioners President, gave an update on the proposed sites of the Justice Complex and other options.

Council discussion ensued.

Crossley shadowed the Public Defender's Office
Munson spoke on information from the Probation Office.
Hawk spoke about AIC Conference.

A. Request Approval of Resolution 2023-24B: Part 2 Approval of Tax Abatement for Phoenix Closures

The first reading of this Resolution took place at the August 22, 2023 Work Session.

Jeff Cockerill, Legal Counsel, presented on this item. Bill Benton, Phoenix Closures Plant Manager, Stacie Gannon, (via Zoom), Phoenix Closures CFO, presented a power point on Phoenix Closures. Jen Pearl, BEDC President, and Clark Greiner, BEDC Business Development Director, also spoke.

Public comment: Jen Pearl and Clark Greiner, BEDC, in support of the tax abatement. Christopher Emge with the Greater Bloomington Chamber of Commerce also spoke in support of this tax abatement.

Motion passed 7-0; unanimous

[illegible][illegible]

C. 2023 GENERAL OBLIGATION BOND 7:06 pm.

1. Discussion and First Reading of Ordinance 2023-34: General Obligation Bond
2. Discussion and First Reading of 2023- 35: An Appropriation Ordinance for the General Obligation Bond

The County Commissioners are presenting a 2023 Bond Ordinance and Appropriation Ordinance for introduction only. The contemplated bond is a year bond with 3.1 million dollars in proceeds. The projects description reads as follows: The projects include but are not limited to **1.** Various building and office space improvements including furniture, carpeting, tile, office space/ system renovations, new office systems, restroom improvements, computer improvements and audio/ video equipment improvements; **2.** parking garage improvements, including security and gate systems; **3.** Karst trail extension; **4.** Four (4) dump trucks; **5.** bobcat UV; and **6.** Karst field turf; and all related improvements and the incidental expenses in connection with these projects.

***Munson left the meeting at 7:24pm.**

Deckard moved to open for discussion and establish as the first reading of Ordinance 2023-34: An Ordinance Authorizing the Issuance of General Obligation Bonds and Ordinance 2023-35: An Appropriation Ordinance for the General Obligation Bond of \$3.1 million dollars for projects which include, but are not limited to: 1) Various building and office space improvements including furniture, carpeting, tile, office space/ system renovations, new office systems, restroom improvements, computer improvements and audio/video equipment improvements; 2) parking garage improvements, including security and gate systems; 3) Karst Trail extension; 4) Four (4) dump trucks; 5) Bobcat UV; and 6) Karst field turf; and all related improvements and the incidental expenses in connection with these projects and all related improvements and the incidental expenses in connection with these projects. McKim seconded.

Cockerill presented on this item. Purdie presented on the projects.

McKim moved that Council amend Exhibit A description of projects to replace item 4, four dump trucks with Airport parking Lot paving, and replace item 5, Bobcat UV with AEDs for Sheriffs' vehicles. Deckard seconded.

Council discussion ensued.

Wiltz called for a roll call vote on the amendment to Exhibit A, Description of Projects.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Wiltz	Yes
Crossley	Yes
Deckard	Yes
Munson	Not Present
Hawk	Yes
Iversen	Yes
McKim	Yes

Motion passed 6-0; unanimous

***Munson returned to the meeting at 7:35pm.**

B. Request the Approval of an Additional Appropriation

American Rescue Plan Act, 8950-0000

Personnel Category	\$24,000,000.00
Supplies Category	\$24,000,000.00
Services Category	\$24,000,000.00
Capital Category	\$24,000,000.00

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$24,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

Deckard moved that this item be tabled to Tuesday, October 10, 2023, Council Regular Session. McKim seconded.

Wiltz called for a Voice vote.

Motion passed; unanimous

9. PARKS DEPARTMENT, Bri Gregory 8:01 pm.

Request Approval of a Fund-to-Fund Transfer

FROM:

Next Level Trail Fund, 9107-0000

60100 Transfer Out Fund-to-Fund (Cash) \$157,464.07

TO:

2018 GO Bond, 4811-0000

00992 Transfer In Fund-to-Fund (Cash) \$157,464.07

The Department received a Next Level Trails Grant in 2019. The grant required a local match of at least 20% of the project cost. The County provided funding from the 2018 GO Bond. Of the \$431,000.00 match from the 2018 GO Bond, \$157,464.07 is remaining after conclusion of the project. The remaining funds must be returned to the fund in which they originated.

Deckard moved to approve the Park Department's request for a Fund-to-Fund transfer of Cash of \$157,464.07 from Fund 9107-0000, Next Level Trail to Fund 4811-000 2018 General Obligations Bond. McKim seconded.

Gregory presented on this item. No discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

McKim Yes

Munson Yes

Crossley Yes

Deckard Yes

Wiltz Yes

Iversen Yes

Hawk Not Present

Motion passed 6-0; unanimous

10. AVIATION DEPARTMENT, Bri Gregory 8:03 pm.

Request Approval of a De-appropriation

Airport Monitoring System Fund, 9161-0000

30006 Contractual \$2,400.00

The Department received a \$2,400 grant reimbursement in 2022 for a claim paid out of fund 1107 in 2021. The cash was receipted into fund 9161 in 2022. A correction of error has been completed to transfer \$2,400 in cash from fund 9161 to 1107. However, the appropriation needs to be reduced in fund 9161 by \$2,400. This is a housekeeping item.

Deckard moved to approve the Auditor's request to de-appropriate account line 30006, Contractual, in Fund 9161-0000, Airport Monitoring System, in the amount of \$2,400. McKim seconded.

Gregory presented on this item. No discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Crossley Yes

Wiltz Yes

Iversen Yes

Deckard Yes

Munson Yes

McKim Yes

Hawk Not Present

Motion passed 6-0; unanimous

11. HIGHWAY DEPARTMENT, Lisa Ridge

Request Approval of an Additional Appropriation

Motor Vehicle Highway, 1176-0000

23400 Bituminous \$400,000.00

The department is requesting an additional appropriation for paving projects. The Department has been receiving acceptable and reasonable bids in recent advertised paving projects and has put out a couple more roads for paving. The Department anticipates awarding the two (2) roads to a contractor. In the event, the cost is higher than expected, the goal would still be to pave the roads with in-house crews.

Deckard moved to approve the Highway Department's request of an additional appropriation in Fund 1176-0000, Motor Vehicle Highway, in the amount of \$400,000 in the Supplies Category. McKim seconded.

Lisa Ridge, Highway Director, presented on this item to Council. No discussion. No public comment.

B. Request the Creation of a New Account Line and Simultaneously Approve of a Category Transfer

New Account Line- 20210

JDAI Programming Grant, 9145-0000

FROM

30006 Contractual \$4,200.00

TO

20210 Program Supplies \$1,500.00

22105 Supervision Incentives \$2,700.00

The Department received \$55,000 in grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2023-2024 grant year. The initiative is a bipartisan movement for juvenile justice reinvestment involving a reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. The Department continues to pursue JDAI's eight core strategies to accomplish this objective. The request is to create an account line and a category transfer of funds to support alternatives to securely detaining youth using 100% grant funding from the Indiana Department of

Deckard moved to approve the Probation Department's request for the creation of a new account line, 20210, Program Supplies, and to simultaneously approve a category transfer in Fund 9145-0000, JDAI Programming, of \$4,200 from the Services Category to the Supplies Category. McKim seconded.

Hatfield presented this item to Council. No discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Munson Yes

Deckard Yes

Wiltz Yes

McKim Yes

Iversen Yes

Crossley Yes

Hawk Not Present

Motion passed 6-0; unanimous

14. HEALTH DEPARTMENT, Lori Kelley

A. Request Approval of an Additional Appropriation

Immunization, 8138-9624

32740 Immunization Expense \$100,600.00

The Department has been awarded \$100,600.00 in immunization funding for the grant cycle of 7/1/23- 6/30/24. The funds help to support community outreach conducted by the Public Health Clinic and the Department's immunization program. The grant funding is a pass-through funding to cover the expenses to the Public Health Clinic through a partnership with IU Health.

Deckard moved to approve the Health Department's request for an additional appropriation in Fund 8138-9624, Immunization, in the amount of \$100,600 in the Services Category. McKim seconded.

Lori Kelley, Health Administrator, presented this item to Council. No public comment.

Public Health Emergency Preparation, 8104-9624

17801	Part-Time	\$7,065.00
18101	FICA	\$585.00
22630	Supplies	\$4,641.00
30006	Contractual	\$6,000.00
30028	Training/ Travel	\$2,369.00
38110	Services and Charges	<u>\$4,340.00</u>
	TOTAL	\$25,000.00

The Department is requesting an additional appropriation of \$25,000 into the PHEP Fund. The PHEP Grant has been amended with an extension of 7/1/23- 6/30/24. The funding helps support a part-time assistant for the full-time Emergency Preparedness Coordinator, as well as funding for emergency supplies and services. The Department does not expect the grant funding to continue after the 2023-2024 grant cycle and has accounted for this loss within the new Health First Fund 1161.

Deckard moved to approve the Health Department's request for additional appropriations in Fund 8104-9624, Public Health Emergency Preparation, in the amount of \$7,650 in the Personnel Category, \$4,641 in the Supplies Category and \$12,709 in the Services Category for a total appropriation of \$25,000. McKim seconded.

Kelley presented this item to Council. Brief discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

McKim Yes

Deckard **Yes**

Crossley **Yes**

Wiltz Yes

Munson **Yes**

Iversen Yes

Hawk	Not Present
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100	1

Motion passed 6-0; unanimous

[illegible]

D. Request Approval of an Additional Appropriation

Long-term COVID, 8181-9624

32740	Immunization Expense	\$175,252.27
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The Department has been awarded \$175,252.27 in immunization funds for the grant cycle of 7/1/23- 6/30/24. The funds will ensure continuation of COVID-19 vaccinations, vaccine promotion and vaccine storage. The funds also help to support community outreach conducted by the Public Health Clinic and vaccine clinics. The Department does not expect the supplemental COVID grant funding to continue after the 2023-2024 grant cycle.

Deckard moved to approve the Health Department's request for an additional appropriation in Fund 8181-9624, Long-Term COVID, in the amount of \$175,252.27 in the Services Category. McKim seconded.

Kelley presented this item to Council. No discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

McKim Yes

Deckard No

Crossley Yes

Wiltz Yes

Munson Yes

Iversen Yes

Hawk Not Present

Motion passed 5-1; Majority [Deckard]

B2. Attorney Hours Increase

Council discussion ensued.

Deckard moved to change attorney levels from 35 to 40 hours as outlined in the grids displayed, less the child support. This would be a change both with the 2024 budget and with the 2024 Salary Ordinance. Crossley seconded.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Crossley Yes

Wiltz Yes

Munson Yes

Iversen Yes

McKim Yes

Deckard Yes

Hawk Not Present

Motion passed 6-0; unanimous

B3. COLA: Probation Department

Hatfield gave an explanation regarding the Probation Officer fiscal impact.

Deckard moved we prepare grids to reflect an 8.5% increase for Probation Officers for the 2024 Budget and Salary Ordinance. McKim seconded.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Munson Yes

Iversen Yes

McKim Yes

Deckard Yes

Crossley Yes

Wiltz Yes

Hawk Not Present

Motion passed 6-0; unanimous

B4. COMOT Grid Increase

Council discussion.

This discussion was tabled to the October 3rd Budget Public Hearing.

B5. COLA: Elected Officials and Chief Deputies

Council discussion.

This discussion was tabled to the October 3rd Budget Public Hearing.

17. APPROVAL OF SUMMARY MINUTES AS PRESENTED

- July 11th: Regular Session
- July 25th: Work Session

Deckard moved to approve the Summary Minutes of July 11, 2023, Regular Session, and July 25, 2023; Work Session as presented. McKim seconded.

**Wiltz called for a Voice vote.
Motion passed; unanimous**

18. COUNCIL COMMENTS

None.

19. ADJOURNMENT 9:57 pm

The County Council Work Session Minutes for **September 26, 2023** were presented and approved on **November 14, 2023**.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, President Pro Tempore

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date