

## GRANT AGREEMENT

### Contract #00000000000000000064141

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

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$440,000.00 (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 Federal Code 42 USC § 247d-3b 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 Assistance Listings:  
Cooperative Agreement for emergency Response: Public Health Crisis Response (93.354)  
Workforce Development/Reopen Schools (93.323)

Assistance Listings Number(s): CFDA 93.354 & 93.323

If State Funds: Program Title N/A

2. Representations and Warranties of the Grantee.

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

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

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

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

**4. Term.** This Grant Agreement commences on July 01, 2022 and shall remain in effect through June 30, 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 \$440,000.00. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

C. The funds provided 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 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 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 or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, 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).
- D. The Grantee must provide a copy of its Audit Report to:

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

**9. Compliance with Laws.**

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

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

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

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

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

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

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to

satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

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

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

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

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

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

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

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

- A. Notices to the State shall be sent to:  
Indiana Department of Health  
Atten: Contract and Audit Section  
2 N Meridian Street Room 2C  
Indianapolis, IN 46204  
E-mail: isdhcontracts@isdh.in.gov
- B. Notices to the Grantee shall be sent to:  
Clark County Health Department  
Atten: Doug Bentfield  
501 E. Court Ave  
Jeffersonville, IN 47130  
Email: dbentfield@co.clark.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) 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. If authorized, permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Indiana Department of Administration Travel Policy and Procedures in effect at the time the expenditure is made, and in accordance with 2 CFR § 200.475.

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

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

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

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

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

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Amendments-added  
Grant funding-modified  
HIPAA compliance-added  
Compliance with Audit and Reporting Requirements; Maintenance of Records.-modified  
Implementation of and Reporting on the project-modified  
Insurance-modified  
Order of Precedence; incorporation by Reference-modified  
Project monitoring by the State-modified  
Provision Applicable to Grants with tax-funded State Educational Institutions "Separateness"of the Parties" -deleted  
Representations and Warranties of the Grantee-modified

**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.

CLARK COUNTY HEALTH DEPARTMENT

By:   
08382461D0F64B4...

Title: Administrator

Date: 8/25/2022 | 16:13 EDT

Indiana Department of Health

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 8/26/2022 | 08:19 EDT

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

## COVID-19 Local Health Department (LHD) School Grant

### ATTACHMENT A

July 1, 2022 – June 30, 2023

- 1.) LHD (or its sub-awardee) is required to hire and train the staff necessary to assume role of school liaison as outlined below. LHD School Liaison will work closely with IDOH School Nurse Consultant and Epidemiology and Preparedness Field staff to support the schools. Immunizations Quality Assurance Specialists are available as needed for vaccine related activities.
  - a. If existing staff are fulfilling the requirements contained herein, the LHD is not required to hire additional staff. The existing staff salaries may be increased with this funding so long as job description, role and responsibilities are reflective of the work.
    - ❖ IDOH has provided REDCap link (<https://redcap.isdh.in.gov/surveys/?s=DNCCLCTLHW>) for LHDs to submit School Liaison contact information.
      - ✓ *Submit REDCap to IDOH by July 30, 2022*
- 2.) LHD School Liaison Responsibilities:
  - a. Establish reporting / meeting cadence with IDOH, LHD representatives, and school representatives to ensure open communication and an understanding of current guidance and consideration of COVID-19 as well as all communicable disease(s) as defined in 410 Indiana Administrative Code.
  - b. Provide timely feedback to LHD and IDOH regarding current initiatives and report as initiatives are completed, expanded, and added.
- 3.) Complete School Needs Assessment with Schools (District and/or schools) within jurisdiction. The Needs Assessment is a living document and can be updated as applicable by the LHD School Liaison.
  - ❖ Submit School Needs Assessment via REDCap link (<https://redcap.isdh.in.gov/surveys/?s=CNYEJ334KM>)
    - ✓ *Complete school needs assessment REDCap by July 30, 2022*
  - ❖ IDOH will conduct District meetings with LHDs to review outcomes and provide feedback. IDOH will schedule 10 Initial District Assessment Feedback sessions to be held between August 1 – October 1, 2022.
    - ✓ *Attend IDOH /LHD Initial School Assessment Feedback session by October 1, 2022. Provide sign-in sheets to District Preparedness Field Staff*
  - ❖ School Liaisons will meet at District level to share best practices, success stories, review progress on needs, review questions and/or concerns with local peers and IDOH Subject Matter Experts (SMEs). Meetings

are encouraged monthly but required quarterly. IDOH will participate in quarterly (minimum) District School Liaison meetings.

- ✓ *Attend District level School Liaison meetings as scheduled; required quarterly. Submit sign-in sheets to District Preparedness Field Staff*

***The below deliverable reporting requirements are captured in Recovery Report REDCap survey (<https://redcap.isdh.in.gov/surveys/index.php?s=FRWCT9DDAL>).***

4.) Utilizing IDOH Best Practice Toolkit, other appropriate guidance, and reference materials to provide education related to COVID and other communicable diseases to schools (for their use and/or designed for schools to distribute to parents).

- ❖ The IDOH will provide a Best Practice Toolkit by June 30, 2022
  - ✓ *Report activities associated with education and assistance provided directly to schools in Recovery Report REDCap report (<https://redcap.isdh.in.gov/surveys/index.php?s=FRWCT9DDAL>) quarterly as noted above.*
    - i. *September 30, 2022*
    - ii. *December 30, 2022*
    - iii. *March 30, 2023*
    - iv. *June 30, 2023*

5.) Utilizing Local Discussion Guide: Managing Infectious Disease in a School Setting, support schools in their communicable disease response plans to ensure continuity of planning throughout the jurisdiction.

- a. Have a working knowledge of 410 Indiana Administrative Code, Article 1 and the IDOH Communicable Disease Reference Guide for Schools and support schools in their understanding of responsibilities, including:
  - \*Compliance with infection control measures
  - \*Communicable disease reporting
  - \*Outbreak management

- ❖ The IDOH has provided a Local Discussion Guide: Managing Infectious Disease in a School Setting (see REDCap for link to guide).
  - ✓ *LHD will have had at least one meeting with each school and/or school district to begin completing the updated Appendix A by June 30, 2022. Additional meetings are encouraged as progress is completed.*
    - *Documented by submitting sign-in sheets to IDOH District Preparedness Field Staff.*
  - ✓ *Submit information as to how you have communicated and utilized the Local Discussion Guide via Recovery Report REDCap*

[\(<https://redcap.isdh.in.gov/surveys/index.php?s=FRWCT9DDAL>\)](https://redcap.isdh.in.gov/surveys/index.php?s=FRWCT9DDAL)

quarterly as noted above.

- i. September 30, 2022
- ii. December 30, 2022
- iii. March 30, 2023
- iv. June 30, 2023

**The below deliverable reporting requirements are captured in the School Direct Services Report REDCap survey (<https://redcap.isdh.in.gov/surveys/?s=9WMTDEK37D>).**

- 6.) Coordinate, assist and ensure recovery of pandemic-related deficits in student health including:
  - a. Vision (IC 20-34-3-12) and hearing (IC 20-34-3-14) screenings at schools.
    - ❖ Screenings to occur minimally once per school year, optimally one each semester. LHDs and Schools may partner with local community partners, IDOH Mobile Units and/or any other partner as identified.
      - ✓ *Submit clinic dates and outcomes via REDCap (<https://redcap.isdh.in.gov/surveys/?s=9WMTDEK37D>) minimally one time per school year.*
  - b. Dental health screenings - to occur minimally once per school year, optimally one each semester
    - ❖ Dental health screenings are not required under Indiana Code but are strongly encouraged
      - ✓ *Submit clinic dates and outcomes via REDCap (<https://redcap.isdh.in.gov/surveys/?s=9WMTDEK37D>) minimally one time per school year.*
  - c. Immunizations recommended by the CDC Advisory Committee on Immunization Practices for school-aged children.
    - ❖ Immunization clinics – shall be inclusive of Routine Vaccinations, COVID-19 and Flu. Immunization clinics will occur a minimum of once each semester.
      - ✓ *Submit clinic dates as completed in REDCap survey (<https://redcap.isdh.in.gov/surveys/?s=9WMTDEK37D>) minimally once per school semester. Due by June 30, 2023.*
- 7.) Support the schools by:
  - a. Providing hands-on support in the school/districts when supporting initiatives OR coordinating all initiatives
  - b. Identifying both external and internal resources available to support LHDs and schools to continue and sustain best practices and initiatives as identified through this work.

**SUMMARY OF REPORTING LINKS: THERE ARE 4 UNIQUE REDCAP SURVEYS THAT MUST BE COMPLETED. EACH IS REFERENCED ABOVE IN RESPECTIVE REQUIREMENTS.**

If a REDCap link is not provided, and it is noted, submit to District Preparedness Field Staff via email.

## COVID-19 Local Health Department (LHD) School Grant

### Clark County Health Department Attachment B Crisis CoAg COVID-19 Workforce Sustainment CFDA #: 93.354 ELC School Reopening CFDA #: 93.323

Name of Organization:	Clark County Health Department		
Employer ID Number (EIN):	356000132		
CFDA:	93.323	Vendor ID:	54168
Budget Period:	July 1, 2022 – June 30, 2023	Federal Fiscal Year:	2023

Address:	501 E Court Ave, Jeffersonville, IN 47130
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Name of Signatory: (Encompass e-signatory)	Doug Bentfield
Email:	dbentfield@co.clark.in.us

Name of Program Contact:	Johanna Polk
Email:	jpolk-crownest@outlook.com

As the Awardee, the IDOH Division of Emergency Preparedness (DEP) and Epidemiology Resource Center (ERC) are responsible for administering the Epidemiology and Laboratory Capacity Control of Emerging Infectious Diseases (ELC) Grant and Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). All funds are received from the Centers for Disease Control and Prevention (CDC) to support and sustain COVID-19 response activities. The intent of this funding is to provide funding to Local Public Health to sustain and support local public health COVID-19 Response efforts with a focus specifically on schools. All expenses claimed for reimbursement by Grantee must directly support the achievement of this goal. As a sub-awardee to these grants, the Local Health Department (herein) is provided funding to achieve these goals through a deliverables-based grant agreement with bi-annual reporting requirements to the IDOH. All deliverables outlined in Attachment A directly support the intent and requirements of the CDC, all claims for reimbursement shall be submitted electronically to IDOH for payment.

After completion of the herein delineated deliverables the Local Health Department may utilize the funds for supplies, equipment, personnel as deemed necessary by sub-awardee. The deliverables associated must be completed prior to June 30, 2023 and invoiced prior to August

29, 2023. The sub-awardee may utilize these funds at any time within the grant award period

	Crisis CoAg Workforce Sustainment	School Reopening
Year TWO (7/1/2022 – 6/30/2023)	\$440,000	

and/or thereafter.

All deliverables and associated requirements in the budget herein must be completed by **June 30, 2023 and invoiced to IDOH by August 29, 2023.**

**GRANT FUNDING SUMMARY AND BREAKDOWN**

TOTAL AWARD	\$440,000
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**Deliverable 1: Fully executed contract**

Due by: upon execution  
 Percentage of Funding: 25% of YEAR ONE FUNDING  
 Funding amount: \$110,000

**Deliverable 2: Submit school liaison(s) contact information (via REDCap Link)**

(<https://redcap.isdh.in.gov/surveys/?s=DNCCCLTLHW>)  
 Due by: July 30, 2022  
 Percentage of Funding: 25% of YEAR ONE FUNDING  
 Funding amount: \$110,000

**Deliverable 3: Complete Public Health & COVID-19 Needs School Assessment (via REDCap)** (<https://redcap.isdh.in.gov/surveys/?s=CNYEJ334KM>)

Due by: July 30, 2022  
 Percentage of Funding: 25% of YEAR ONE FUNDING  
 Funding amount: \$110,000

- 1.
2. **Deliverable 4:**
3. **Support schools in their communicable disease response plans to ensure continuity of planning throughout the jurisdiction (via REDCap).**
4. (<https://redcap.isdh.in.gov/surveys/index.php?s=FRWCT9DDAL>)
5. *Must complete 2 of the 4 quarterly recovery reports (via REDCap) for required quarterly reports.*
6. Recovery Report REDCap report:
7. quarterly as noted above.

- September 30, 2022
- December 30, 2022
- March 30, 2023
- June 30, 2023

Percentage of Funding: 25% of YEAR ONE FUNDING

Funding amount: \$110,000

## **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services

CFDA Number: 93.354

Grant Award Number: NU90TP922179

Award Amount \$440,000.00

Award Name: Cooperative Agreement for emergency Response: Public Health Crisis Response

CFDA Number 93.323

Grant Award Number: NU50CK000503

Award Name: Workforce Development/Reopen Schools

Award Amount: \$0.00

### **1) Incorporation**

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

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

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

### **2) Anti-kickback Statute**

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

### **3) Victims of Trafficking and Violence Protection Act**

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

#### **4) Accessibility of Services**

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

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

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

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

#### **6) Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

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

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

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

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

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

*This publication (journal article, etc.) was supported by the Behavioral Risk Factor Surveillance System 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 not execute this agreement until Contractor or Grantee completes the form in its entirety. The questionnaire will be sent in a separate e-mail.

## 11) Federal Lobbying Requirements

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

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

## ATTACHEMENT 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.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](mailto:notforprofit@sboa.in.gov) email address.
2. A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpqtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs)
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.