

GRANT AGREEMENT

Contract #000000000000000000072126

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 \$157,441.00 (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):
_Integrated HIV Prevention and Surveillance_____

CFDA # _93.940_____

If State Funds: Program Title _N/A_____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

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

4. Term. This Grant Agreement commences on January 01, 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 \$157,441.00. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. 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
Indianapolis, IN 46204
E-mail: idohcontracts@health.in.gov

B. Notices to the Grantee shall be sent to:
Clark County Health Department
ATTN: Dorothy Waterhouse, Program Manager
501 E. Court Avenue
Jeffersonville, IN 47130
E-Mail: dwaterhouse@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) 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.

26. Amendments-Added.

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

27. HIPAA Compliance-Added.

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

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

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

Amendments-Added

HIPAA Compliance-Added

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

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

CLARK COUNTY HEALTH DEPARTMENT

DocuSigned by:
By: 
3CD891E5F1DC421...

Title: Administrator

Date: 4/6/2023 | 15:03 EDT

INDIANA DEPARTMENT OF HEALTH

DocuSigned by:
By: 
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 4/8/2023 | 13:53 EDT

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

Attachment A HIV Prevention

Below includes all possible funded activities and deliverables aligned with 2023 PS18-1802 funding. You have submitted and received funding for your proposal and workplan designed to address one or more of the following “Four Pillars” (Diagnose, Treat, Prevent and Respond) outlined in the IDOH Prevention 2023 Request For Proposal. Some pillars have natural overlap, therefore all interventions are outlined below. Your performance will be evaluated based upon the deliverables included in each intervention below as they relate to your submitted workplan.

Outreach Testing

Scope of Work: The Grantee shall provide Outreach Testing Services to 80% of the people at high risk. This funding calls for an individual level intervention which shall ensure that persons at increased risk for HIV and HCV are properly screened and tested. Furthermore, those found to be infected shall be immediately linked into the existing system of care. Individuals who are interested or those who qualify for PrEP services shall be provided with referral information to access such services.

Deliverables:

1. Outreach Testing Services shall be conducted in various venues where high risk individuals can be found. Examples include, but are not limited to, jails, drug treatment facilities, drug recovery facilities, homeless shelters, mental health facilities, and community health centers. 80% of all testing activities should take place outside of the grantee.
2. The Grantee shall test no fewer than the projected yearly goal. The Grantee shall also achieve and maintain no less than a 1% positivity rate of newly identified infections per year.
3. The Grantee shall ensure that persons testing positive for HIV receive their test results, prevention counseling if necessary, linkage to medical care, and other necessary HIV prevention services.
 - a. At least 90% of persons who test positive for HIV shall receive their test results.
 - b. At least 90% of persons who receive their reactive test results shall be immediately linked to medical care services (Care Coordination).
4. The Grantee shall conduct appropriate screening to increase PrEP uptake among identified high-risk populations such as MSM and minorities groups.
5. The Grantee shall provide HCV testing services and results to no more than 25% of all individuals who receive an HIV testing services.

6. The Grantee shall ensure that all staff providing Outreach Testing services successfully complete the IDOH HIV Testing and Counselor Certification training and HIV 101.
7. The Grantee shall ensure that all staff providing Outreach Testing Services are trained on the proper administration, use and storage of the three IDOH approved blood based rapid HIV screening device and controls.
8. The Grantee shall perform data entry into APHIRM data system within 72 hours from test administration.
9. The Grantee shall implement and adhere to confidentiality and privacy policies and procedures at all times when providing HIV prevention services.
10. The Grantee shall deliver in a culturally sensitive and nonjudgmental setting all HIV prevention services.
11. The Grantee shall submit monthly reports by the 10th day of the month following the reporting period.
12. The Grantee is required to adhere to the policies and procedures manual provided by IDOH when conducting HIV prevention services.
13. The Grantee shall attend meetings and relevant trainings when requested by IDOH staff.
14. The Grantee shall have a valid CLIA waiver license on file.

PrEP Services

Scope of Work: Grantee shall provide PrEP Services or access to PrEP services. This funding calls for an individual level intervention which shall ensure that persons at increased risk for HIV are provided: information and education on use of PrEP for HIV prevention; eligibility analysis for PrEP Medical Assistance Program (PrEP MAP); screening for PrEP; referral and/or access to HIV testing for PrEP. Furthermore, Grantees shall provide navigation for: medical insurance; the Patient Advocate Foundation resources; the Gilead Advancing Access Card; and the PrEP MAP.

Deliverables:

1. **PrEP Program Engagement Goals** – Grantee shall educate, inform and test 260 distinct consumers for PrEP uptake during calendar year 2022. One engagement is equal to one participant informed, educated and tested for initiation of PrEP uptake.
2. **PrEP Program Uptake Goals** – Grantee shall increase number of consumers on PrEP by 20% in 2023 over 2022 participant total.
3. **PrEP Program Targeted Populations** – Grantee shall conduct appropriate screening to increase PrEP uptake among CDC identified high-risk populations

which include but are not limited to: African American MSM (Men who Have Sex with Men); Hispanic MSM; White MSM; Black Heterosexual Women; Hispanic Heterosexual Women; White Heterosexual Women; People Who Inject Drugs (PWID), and Transgender.

4. **PrEP Program Referrals** – Grantee shall offer appropriate referrals to all intervention participants. Referrals may include but are not limited to: medical care; housing; transportation; mental health; food and nutrition; syringe service programs; and HIV/STI/HCV testing.
5. **PrEP MAP Program Requirements for Participants** – Grantee shall assure that individuals applying for funds from the PrEP MAP meet eligibility requirements and follow program guidelines.
6. **PrEP MAP Program Requirements for Staff** – Grantee shall assure all staff offering PrEP MAP access attain IDOI (Indiana Department of Insurance) Indiana Navigator License. Grantee shall assure grantee representation and grantee PrEP Navigator presence on www.prepdaily.org
7. **Program Collaboration/s** – Grantee shall establish working relationships with agencies serving high-risk populations to facilitate referrals for PrEP uptake.
8. **Program Staff Cultural Competencies** – Grantee shall deliver all services in a culturally sensitive and nonjudgmental fashion. Grantee shall conduct staff cultural competency training and reviews at least annually.
9. **Program Compliance** – Grantee shall adhere to program guidance provided by IDOH (Indiana Department of Health).
10. **Program Reporting** – Grantee shall collect, maintain and report program data in accordance with IDOH guidelines. Data submission to IDOH should be completed and submitted within 15 days of the completed reporting period.
11. **Program Calls, Webinars, and Meetings** – Grantee shall participate with required IDOH calls, webinars and meetings.
12. **Program Data Collection Systems** – Grantee shall collect required data and submit to IDOH in accordance with funded program guidance. IDOH will provide required forms and/or electronic reporting systems. Grantee may be required to change data collection systems at the discretion of IDOH.
13. **Program Staff Education and Training** – Grantee shall assure all program staff receive required training to successfully implement program goals and maintain program standards.
14. **Program Professional Licensing** – Grantee shall assure licensed program staff maintain active licenses. Grantee grantee shall maintain documentation of all personnel license expirations and renewals.

15. **Program Clinical Standard Compliance** – Grantee shall maintain all clinical standards and clinical licensing while providing interventions of this program.
16. **Program Confidentiality & Security** – Grantee shall implement and adhere to confidentiality and security standards equal to or greater than those of the IDOH Division of HIV/STD and Viral Hepatitis.
17. **Program Funding from Ryan White (RW)** – Grantee agencies receiving Ryan White monies as part of this funding shall adhere to specific RW program service standards and specific RW financial reporting requirements. Grantee shall participate in required RW program standards and financial reporting trainings.
18. **Program Participant Eligibility** – Grantee shall determine participant eligibility based upon IDOH provided program guidance.
19. **Program Participant Interventions** – Grantee shall provide complete interventions for all participants. Education, supplies and referrals help complete HIV prevention interventions. Education should include but is not limited to: behavioral changes and/or modifications; counseling; printed materials; links to web sites; and, prevention smart phone apps. Supplies should include but are not limited to: safer sex supplies; safer injection supplies; and, safer smoking supplies.
20. **Program Submission Changes** – Any Grantee changes from documentation provided in original funding proposal shall be reported to IDOH within 72 hours. Changes may include but are not limited to: physical location; board of directors; staffing; requested budget changes or amendments; and, receipt of additional program funding.

Outreach and Engagement

Scope of Work: Grantee shall provide Outreach and Engagement programming aligned with the appropriate EHE Pillar. This funding calls for an individual and/or group level intervention which shall ensure that persons at increased risk for HIV are provided information and access to education on the following: Traditional Outreach/Social Outreach, Motivational Interviewing Model, Health System Navigation/Retention in Care Coordination, HIV Interventions in individuals in incarceration, Social Marketing Campaigns/Social Networking Channels. Prevention is a core component that will be apart of Grantee's work to establishing and maintaining an ongoing method of preventing harmful health outcomes among the community it services.

Deliverables:

21. **Program scope:** Grantee will work to **increase** participation in IDOH (Indiana Department of Health) HIV Prevention standards including but not limited to: HIV Testing, PrEP (Pre-Exposure Prophylaxis), IDOH PrEP MAP (Medical Assistance Program), and Harm Reduction Programming. Grantee will also work to provide wrap around programming which addresses social determinants of health which may negatively affect those individuals at high risk for HIV.
22. **Program monitoring:** Grantee will report to IDOH on the 6 indices of the End the HIV Epidemic Plan for America. Grantee will routinely collect both demographic and risk factor data for individuals participating in Outreach and Engagement as well as including referral source for the client.
23. **Program Goals:** Grantee shall educate, inform, and work alongside it's respective community to healthier IDOH standards and outcomes.
24. **Program Collaboration/s** – Grantee shall establish working relationships with agencies serving high-risk populations to facilitate referrals for PrEP uptake.
25. **Program Staff Cultural Competencies** – Grantee shall deliver all services in a culturally sensitive and nonjudgmental fashion. Grantee shall conduct staff cultural competency training and reviews at least annually.
26. **Program Compliance** – Grantee shall adhere to program guidance provided by IDOH (Indiana Department of Health).
27. **Program Reporting** – Grantee shall collect, maintain and report program data in accordance with IDOH guidelines. Data submission to IDOH should be completed and submitted within 15 days of the completed reporting period.
28. **Program Calls, Webinars, and Meetings** – Grantee shall participate with required IDOH calls, webinars and meetings.
29. **Program Data Collection Systems** – Grantee shall collect required data and submit to IDOH in accordance with funded program guidance. IDOH will provide required forms and/or electronic reporting systems. Grantee may be required to change data collection systems at the discretion of IDOH.
30. **Program Staff Education and Training** – Grantee shall assure all program staff receive required training to successfully implement program goals and maintain program standards.
31. **Program Professional Licensing** – Grantee shall assure licensed program staff maintain active licenses. Grantee shall maintain documentation of all personnel license expirations and renewals.
32. **Program Clinical Standard Compliance** – Grantee shall maintain all clinical standards and clinical licensing while providing interventions of this program.

33. **Program Confidentiality & Security** – Grantee shall implement and adhere to confidentiality and security standards equal to or greater than those of the IDOH Division of HIV/STD and Viral Hepatitis.
34. **Program Funding from Ryan White (RW)** – Grantee agencies receiving Ryan White monies as part of this funding shall adhere to specific RW program service standards and specific RW financial reporting requirements. Grantee shall participate in required RW program standards and financial reporting trainings.
35. **Program Participant Eligibility** – Grantee shall determine participant eligibility based upon IDOH provided program guidance.
36. **Program Participant Interventions** – Grantee shall provide complete interventions for all participants. Education, supplies and referrals help complete HIV prevention interventions. Education should include but is not limited to: behavioral changes and/or modifications; counseling; printed materials; links to web sites; and, prevention smart phone apps. Supplies should include but are not limited to: safer sex supplies; safer injection supplies; and, safer smoking supplies.
37. **Program Submission Changes** – Any Grantee changes from documentation provided in original funding proposal shall be reported to IDOH within 72 hours. Changes may include but are not limited to: physical location; board of directors; staffing; requested budget changes or amendments; and, receipt of additional program funding.

Harm Reduction/SSP

Scope of Work: Grantee shall provide Harm Reduction (HR) and or Syringe Service Program (SSP) services. This funding calls for implementation of harm reduction strategies which target individuals engaged in high-risk behaviors including, but not limited to: unsafe sex practices and injection substance use.

Deliverables:

38. **Program Engagement Goals** – Grantee shall engage no fewer than 100 distinct participants in 2023. Twenty five percent (25%) shall be new participants in the HR program.
39. **HR & SSP Targeted Populations** – Grantee shall recruit participants who benefit from Harm Reduction services and supplies. CDC identified high-risk populations which include, but are not limited to: People Who Inject Drugs (PWID) and Transgender. Grantee may offer HR services to CDC identified high-risk populations which include but are not limited to: White Men who Have Sex with Men (MSM); African American MSM; Hispanic MSM; Black Heterosexual Women; White Heterosexual Women; and Hispanic Heterosexual Women.

40. **Program Collaboration/s** – Grantee shall establish working relationships and agreements with agencies serving identified high-risk populations. Grantee shall document collaborative agreements and resulting incoming and outgoing referrals.
41. **Program Referrals** – Grantee shall offer appropriate referrals to all intervention participants. Referrals may include but are not limited to: HIV/HCV and STD testing; medical care; housing; transportation; mental health; food and nutrition; syringe service programs; PrEP access; PrEP Medical Assistance; and, HIV testing. Grantees providing HR and SSP services through this funding must offer PrEP and HIV testing referrals.
42. **Program Staff Cultural Competencies** – Grantee shall deliver all services in a culturally sensitive and nonjudgmental fashion. Grantee shall conduct staff cultural competency training and reviews at least annually.
43. **Program Compliance** – Grantee shall adhere to program guidance provided by IDOH.
44. **Program Reporting** – Grantee shall collect, maintain and report program data in accordance with IDOH guidance. Monthly Non-Syringe Harm Reduction reports are due on the 10th day of the following month. Quarterly Syringe Service Program reports are due on the 15th of the month following the quarter.
45. **Program Calls, Webinars and Meetings** – Grantee shall participate with required IDOH calls, webinars and meetings.
46. **Program Data Collection Systems** – Grantee shall collect required data and submit to IDOH in accordance with funded program guidance. IDOH will provide required forms and/or electronic reporting systems. Grantee may be required to change data collection systems at the discretion of IDSH.
47. **Program Staff Education and Training** – Grantee shall assure all program staff receive required training to successfully implement program goals and maintain program standards. Grantee shall assure all individuals, both staff and volunteers, who provide services are trained in: harm reduction strategies; HIV 101; Basic HCV; Basic STD; and motivational interviewing.
48. **Program Professional Licensing** – Grantee shall assure licensed program staff maintain active licenses. Grantee shall maintain documentation of all personnel license expirations and renewals.
49. **Program Clinical Standard Compliance** – Grantee shall maintain all clinical standards and clinical licensing while providing interventions of this program.
50. **Program Confidentiality & Security** – Grantee shall implement and adhere to confidentiality and security standards equal to or greater than those of the IDOH Division of HIV/STD and Viral Hepatitis.

51. **Program Participant Eligibility** – Grantee shall determine participant eligibility based upon IDOH provided program guidance.
52. **Program Participant Interventions** – Grantee shall provide complete interventions for all participants. Grantee shall provide education, supplies and referrals for each intervention. Education should include but is not limited to: behavioral changes and/or modifications; counseling; printed materials; links to web sites; and, prevention smart phone apps. Supplies should include but are not limited to: safer sex supplies; safer injection supplies; and, safer smoking supplies.
53. **Program Submission Changes** – Any Grantee changes from documentation provided in original funding proposal shall be reported to IDOH within 72 hours. Changes may include but are not limited to: physical location; board of directors; staffing; requested budget changes or amendments; and, receipt of additional program funding.

ATTACHMENT B
Clark County Health Department

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

1/1/2023-12/31/23

Personnel	\$ 89,025
Fringe	\$ 35,078
Supplies	\$ 1,500
Travel	\$ 4,148
Consultant	\$
Contractual	\$ 8,541
Equipment	\$
Other	\$ 19,149
Subtotal	\$ 157,441
TOTAL	\$ 157,441

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.940

Award Name: HIV Prevention Activities Health Department Based Program

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 HIV Prevention Activities Health Department Based Program from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

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

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

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for 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 email.

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 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.