

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

INDIANA STATE DEPARTMENT OF HEALTH

This Memorandum of Understanding is entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana State Department of Health (“ISDH”). The parties mutually agree to the terms and conditions set forth herein.

WHEREAS, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal Coronavirus Aid, Relief and Economic Security (CARES) Act, Pub.L. 116–136; and

WHEREAS, ISDH has authority under Title 16 of the Indiana Code to take measures in connection with prevention and suppression of disease and epidemics; and

WHEREAS, the parties enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

I. Purpose

is to memorialize an agreement to reimburse ISDH for necessary expenditures related to the State’s response to the COVID-19 public health emergency, as more fully set forth in **Attachment A**, (the “Program”) and provide guidance to ISDH for the purpose of complying with federal requirements under 2 CFR 200.

II. Grant Information

- a) CFDA number and name: **21.019, pending completion of registration by the U.S. Treasury**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the Sub-State Agency: **\$100,000,000.00**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were made between March 1, 2020, and December 30, 2020.**

- h) Period of time to sub state agency can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were made by December 30, 2020.**
- i) Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. § 200.300 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.**
- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**

III. Term

The MOU shall be in effective from **May 15, 2020** through **January 31, 2021**.

When the Director of the SBA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IV. Obligations of the Parties

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide ISDH from the CARES Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time.
2. ISDH will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. ISDH acknowledges that it is a Sub-State Agency as that term is used in the State Board of Accounts manual.
4. ISDH will administer the Program in accordance with federal laws and guidance of the CARES Act, US Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implemented by ISDH for administration of the program. ISDH's responsibilities to administer the Program include:
 - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA regarding the status of the Program, including a detailed breakdown of

- the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;
- b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the CARES Act or other federal law.

5. SBA will assist ISDH as necessary with the administration of the Program.

V. Modifications

This parties may modify this MOU by a written, mutual, signed amendment.

VI. Notices

Any notice required or permitted to be given under this MOU shall be sent to the following:

State Budget Agency
Attn: Lisa Acobert
State House Room 212
200 W. Washington Street
Indianapolis, IN 46204
LiAcobert@sba.IN.gov

Indiana State Department of Health
Attn: Rebecca Chauhan
2 N. Meridian St.
Indianapolis, IN 46204
rchauhan1@isdh.in.gov

VII. Termination or Suspension

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered prior to termination or suspension of this MOU.

VIII. Entire Agreement

This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

IX. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and ISDH have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



Rebecca Chauhan, CFO
Indiana State Department of Health



Zachary Q. Jackson, Director
State Budget Agency

DATE: 06/19/2020

DATE: 6/22/2020

Attachment A

Memorandum of Understanding between the Indiana State Budget Agency (SBA) and the Indiana State Department of Health (ISDH)

Purpose and Scope:

On March 6, 2020, the Governor of Indiana declared a public health emergency to the State of Indiana due to the COVID 19 global pandemic. To address this pandemic, the Indiana State Department of Health (ISDH) has incurred costs to enter contracts for laboratory testing, the implementation and operation of an emergency call center and contact tracing. ISDH also has made continuous purchases of emergency supplies to provide the necessary resources to respond to this pandemic to assure the health and safety of Indiana citizens.

The COVID 19 global pandemic and its impact on Indiana was unforeseen, leading ISDH to move funding from earmarked accounts to fund these necessary expenditures.

Through this MOU ISDH is requesting assistance in the reimbursement for eligible cost that are being incurred that were not budgeted for in the agencies budget spending plans, due to the nature of COVID-19.

Estimates of those costs include the following:

\$28 million for the COVID testing marketplace

\$30 million for contact tracing

\$42 million for remote testing sites

Amendment 1

MEMORANDUM OF UNDERSTANDING
Between the
INDIANA STATE BUDGET AGENCY
and the
INDIANA STATE DEPARTMENT OF HEALTH

This is an Amendment to the existing Memorandum of Understanding entered into by and between the **Indiana State Budget Agency** (hereinafter referred to as SBA) and the **Indiana Department of Health** (hereinafter referred to as ISDH) approved by the last State signatory on **June 22, 2020**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Pursuant to Section V of the MOU, Section II is amended as follows:

II. Grant Information

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **Treasury**
- f) Total Amount of Funds obligated to the Sub-State Agency:
\$100,000,000.00 for Attachment A, \$91,000,000.00 for Attachment B.
- g) Period of time sub state agency can obligate funds: start and end date.
The CRF funds may be used to cover expenditures that were made between March 1, 2020, and December 30, 2020.
- h) Period of time to sub state agency can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were made by December 30, 2020.**
- i) Requirements imposed on the subrecipient so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. In addition, guidance from the Department of Treasury.**

- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**
- l) Reporting requirements:

ISDH must encumber all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the ISDH Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the ISDH Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, ISDH must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

(All contracts, grants, loans, transfers to other government entities, or direct payments greater than or equal to \$50,000 must be disclosed by OMB/SBA in the Department of Treasury's GrantSolutions portal within 10 calendar days of the end of each quarter until October 20, 2021.)

ISDH shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of ISDH's monthly report.

ISDH should inquire with its CRF vendors if they are registered in SAM and if they have a DUNS number. If DUNS numbers are received, these should be forwarded to OMB/SBA as part of ISDH's monthly report.

B. Pursuant to Section V of the MOU, Section IV(4)(a) is amended as follows:

- a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;

C. Pursuant to Section V of the MOU, Attachment B attached to this Amendment 1 is hereby incorporated into the MOU as Attachment B.

All other matters previously agreed to and set forth in the original Memorandum of Understanding and not affected by this Amendment shall remain in full force and effect. The parties having read and understanding the foregoing terms of the Memorandum of Understanding Amendment do by their respective signatures dated below agree to the terms thereof.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and ISDH have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.

Accepted By:



REBECCA CHAUHAN, CHIEF FINANCIAL OFFICER
INDIANA DEPARTMENT OF HEALTH

Recommended and Approved By:



STATE BUDGET AGENCY

DATE: 09/24/2020

DATE: 9/24/2020

Attachment B

Memorandum of Understanding between the Indiana State Budget Agency (SBA) and the Indiana State Department of Health (ISDH)

Purpose and Scope:

On March 6, 2020, the Governor of Indiana declared a public health emergency to the State of Indiana due to the COVID 19 global pandemic. To address this pandemic, the Indiana State Department of Health (ISDH) has incurred costs to enter contracts for laboratory testing, the implementation and operation of an emergency call center and contact tracing. ISDH also has made continuous purchases of emergency supplies to provide the necessary resources to respond to this pandemic to assure the health and safety of Indiana citizens.

The COVID 19 global pandemic and its impact on Indiana was unforeseen, leading ISDH to move funding from earmarked accounts to fund these necessary expenditures.

Through this MOU ISDH is requesting additional assistance in the reimbursement for eligible cost in the amount of **\$91,000,000** that are being incurred that were not budgeted for in the agencies budget spending plans, due to the nature of COVID-19. Total consideration of the amendment to this MOU is not to exceed **\$191,000,000**.

Estimates of the additional costs include the following:

- \$22 million for marketplace testing supplies
- \$12 million for State/Local PPE supplies
- \$30 million for Contact Tracing
- \$4 million for information systems & data contracts
- \$15 million for statewide testing sites and site cleaning
- \$3.5 million for Sub-grants to Local Health Departments (LHD)
- \$4.5 million for Lab equipment

Amendment 2

MEMORANDUM OF UNDERSTANDING Between the INDIANA STATE BUDGET AGENCY and the INDIANA STATE DEPARTMENT OF HEALTH

This is an Amendment to the existing Memorandum of Understanding entered into by and between the **Indiana State Budget Agency** (hereinafter referred to as SBA) and the **Indiana Department of Health** (hereinafter referred to as ISDH) approved by the last State signatory on **June 22, 2020**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Pursuant to Section V of the MOU, Section II is amended as follows:

II. Grant Information

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund ("CRF")**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **Treasury**
- f) Total Amount of Funds obligated to the Sub-State Agency:
**\$100,000,000.00 for Attachment A, \$91,000,000.00 for Attachment B,
\$125,000,000.00 for Attachment C.**
- g) Period of time sub state agency can obligate funds: start and end date.
**The CRF funds may be used to cover expenditures that were made
between March 1, 2020, and December 30, 2020.**
- h) Period of time to sub state agency can liquidate funds: start and end
date: **The CRF funds may be used to cover expenditures that were
made by December 30, 2020.**
- i) Requirements imposed on the subrecipient so that the award is used in
accordance with Federal statutes, regulations and the terms and
conditions of the award. **The federal funds are considered federal
financial assistance subject to the Single Audit Act of (31 U.S.C. §§
7501-7507) and the related provisions of the Uniform Grant
Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. §
§ 200.330 through 200.332 regarding subrecipient monitoring and
management, and subpart F regarding audit requirements. In
addition, guidance from the Department of Treasury.**

- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**
- l) Reporting requirements:

ISDH must encumber all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the ISDH Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the ISDH Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, ISDH must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

(All contracts, grants, loans, transfers to other government entities, or direct payments greater than or equal to \$50,000 must be disclosed by OMB/SBA in the Department of Treasury's GrantSolutions portal within 10 calendar days of the end of each quarter until October 20, 2021.)

ISDH shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of ISDH's monthly report.

ISDH should inquire with its CRF vendors if they are registered in SAM and if they have a DUNS number. If DUNS numbers are received, these should be forwarded to OMB/SBA as part of ISDH's monthly report.

B. Pursuant to Section V of the MOU, Section IV(4)(a) is amended as follows:

- a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;

C. Pursuant to Section V of the MOU, Section IV.A is added to the MOU as follows:

IV.A. Record Retention

ISDH agrees to maintain records to support compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). This may include, but is not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019, 2020, and 2021;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;

4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

ISDH will maintain records for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

D. Pursuant to Section V of the MOU, Section IV.B is added to the MOU as follows:

IV.B. SEFA Reporting

ISDH will identify Emergency Acts expenditures separately on the IFA Schedules of Expenditures of Federal Awards (SEFA).

Personnel expenses reimbursed by CRF funds must meet the requirements of the program as provided by the U.S. Department of Treasury.

E. Pursuant to Section V of the MOU, Attachment C attached to this Amendment 2 is hereby incorporated into the MOU as Attachment C.

All other matters previously agreed to and set forth in the original Memorandum of Understanding and not affected by this Amendment shall remain in full force and effect. The parties having read and understanding the foregoing terms of the Memorandum of Understanding Amendment do by their respective signatures dated below agree to the terms thereof.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the

best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and ISDH have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



REBECCA CHAUHAN, CHIEF FINANCIAL
OFFICER
INDIANA DEPARTMENT OF HEALTH



ZACHARY Q. JACKSON, DIRECTOR
STATE BUDGET AGENCY

DATE: 10/18/2020

DATE: 10/20/2020

Attachment C

Purpose and Scope:

On March 6, 2020, the Governor of Indiana declared a public health emergency to the State of Indiana due to the COVID 19 global pandemic. To address this pandemic, the Indiana State Department of Health (ISDH) has incurred costs to enter contracts for laboratory testing, the implementation and operation of an emergency call center and contact tracing. ISDH also has made continuous purchases of emergency supplies to provide the necessary resources to respond to this pandemic to assure the health and safety of Indiana citizens.

The COVID 19 global pandemic and its impact on Indiana was unforeseen, leading ISDH to move funding from earmarked accounts to fund these necessary expenditures.

Through this MOU ISDH is requesting additional assistance in the reimbursement for eligible cost in the amount of **\$125,000,000** that are being incurred that were not budgeted for in the agencies budget spending plans, due to the nature of COVID-19. Total consideration of the amendment to this MOU is not to exceed **\$316,000,000**.

Estimates of the additional costs include the following:

\$100 million for specimen processing by the ISDH laboratory and other laboratories to meet the statewide need for 20,000 or more tests daily, including rural populations and underserved areas, and to address surge outbreaks as they occur around the state. Specimen processing includes the purchase of chemical reagents for the ISDH lab as well as contracts with a minimum six additional laboratories for PCR testing of samples and reporting of test results to the state information system. Actual usage of funds based on testing quantity is monitored by ISDH and will be reported to SBA to maximize CRF funds through the MOU period.

\$25 million for supplies related to specimen collection including but not limited to personal protective equipment such as masks, face shields, gloves, and gowns for those collecting specimen at local testing sites, and testing supplies such as swabs, tubes, and labels for transporting test specimen. As ISDH is uniquely positioned to purchase quantities necessary for statewide distribution and use, these items will be used at local health department testing sites, pop-up surge response sites, in the ISDH mobile testing units, and for the state prevalence study.