

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**INDIANA STATE BUDGET AGENCY**  
**and the**  
**INDIANA ARTS COMMISSION**

**Contract #000000000000000000083520**

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Arts Commission (“IAC”) and the Indiana State Budget Agency (“SBA”). In consideration of those mutual undertakings, the parties agree as follows:

**WHEREAS**, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal American Rescue Plan (ARPA) Act, sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, IAC has the authority under IC 4-23-2-2 to stimulate and encourage throughout the state the study and presentation of the performing and fine arts and public interest and participation therein.

**WHEREAS**, the parties enter into the 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**

The purpose of this MOU is to memorialize an agreement to reimburse AIC for necessary expenditures in compliance with the ARPA Act, as more fully set forth in Attachment A, (the “Program”) and provide guidance to IAC for the purpose of complying with federal requirements of the Program.

**II. Grant Information**

- a. Assistance listing (CFDA) number: 21.027
- b. Federal Award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)
- c. Federal Award Identification Number: SLFRP4176
- d. Federal Award Date: March 11, 2021
- e. Name of Federal Agency: U.S. Department of the Treasury
- f. Total Amount of Funds obligated to sub-state agency \$925.000
- g. Statutory Uses:
  - To respond to the COVID-19 public health emergency or its negative economic impacts;
  - To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;
  - For the provision of government services, to the extent the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
  - To make necessary investments in water, sewer or broadband infrastructure.
- h. IAC funds are considered revenue replacement. (SLFRF Final Rule FAQ 13.14 and 13.15. <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>)
- i. The substate agency should not deviate from their established practices and policies regarding the incurrence of costs, and that they should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient’s own funds. Recipients’ use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program, including among other things the deadlines for obligations

and expenditures and the application of federal antidiscrimination requirements.

- j. Period of time sub-state agency can obligate funds:
  - **Federal Covered Period**  
The Federal covered period to obligate CSFRF funds is March 3, 2021, through December 31, 2024. Funds must be expended by December 31, 2026.
- k. Period of time sub-state agency can expend funds:
  - CSFRF funds must be expended by December 31, 2026
- l. Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes and regulations, and the terms and conditions of the award:
  - 2 CFR 200, Uniform Administrative Requirement, Cost Principles and Audit Requirements for the Federal Awards.
    - Subpart D Post Federal Award Requirements
      - 200.300 Statutory and national policy requirements.
      - 200.302 Financial management.
      - 200.303 Internal controls.
      - 200.328 Financial reporting.
      - 200.329 Monitoring and reporting program performance.
      - Record Retention Access (2 C.F R 200.334 – 200.338)
        - 200.334 Retention requirements for records.
        - 200.335 Requests for transfer of records.
        - 200.336 Method for collection, transmission, and storage of information.
        - 200.337 Access to records.
        - 200.338 Restrictions on public access to records.
    - Subpart E – Cost Principles
      - 200.400(a) - (c), and (e) Policy guide
      - 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
      - 200.404(e) Reasonable costs
- m. Compliance with ARPA Act, CSFRF rules and guidance which may be updated throughout the term of the grant.
- n. Compliance with CSFRF required programmatic data requirements and performance indicators
- o. Administrative Expenses
  - Recipients may use funds for administering the CSFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory and other requirements.
- p. Match requirements: None.
- q. Indirect costs: None

### III. Term

The MOU shall be in effect from July 1, 2023, through December 31, 2026

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

### IV. Obligation of the Parties

The parties agree to the following obligations under this MOU:

- a. SBA agrees to provide IAC from the ARPA Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. IAC agrees to return to SBA any unused funds.
- b. IAC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
- c. IAC acknowledges that it is a Sub-State Agency as the term is used in the State Board of Accounts manual.
- d. IAC agrees to partner with the FSSA Division of Aging to develop initiatives of the lifelong Arts Indiana program as described in Exhibit 1.
- e. IAC will administer the Program in accordance with federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IAC for administration of the program. IAC's responsibilities to administer the Program include:
  - Provide communications and quarterly 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.
  - SBA will assist IAC as necessary with the administration of the Program.

**V. ARPA Reporting Requirement**

- a. IAC agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the ARPA Act. This includes interim report, Program and Expenditures Reports, and Recovery Plan Reports. IAC agrees to record all obligations and expenditures related to this appropriation in PeopleSoft, using the project numbers assigned by SBA 705\_ARPRELIEF21. IAC shall not use other project numbers unless approved by SBA.
- b. IAC agrees to provide information by deadlines established by SBA.
- c. IAC agrees to collect data from sub-awards, grants, and contracts as required by SBA.

**VI. Records Retention**

Agency agrees to maintain records to support compliance with the ARPA Act. This may include, but is not limited to, copies of the following:

- a. General ledger and subsidiary ledgers used to account for: (a) the receipt of ARPA Act payments and (b) the disbursements from such payments to meet the eligible expenses related to the public health emergency due to COVID-19;
- b. Budget records;
- c. Payroll, time records, and human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- d. Receipts of purchases made related to addressing the public health emergency due to COVID-19
- e. Contracts and subcontracts entered into using ARPA Act payments and all documents related to such contracts;
- f. Grant agreement and grant subaward agreements entered into using ARPA Act payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, grant recipients, and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards and grant recipient subawards;

- i. All internal and external email/electronic communications related to use of ARPA Act payments; and
- j. All investigative files and inquiry reports involving ARPA Act payments

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

IAC agrees to provide SBA, SBA's contractors, and State Board of Accounts full access to the IAC's records and financial statements, as necessary to determine compliance with the Federal award for audit purposes.

**VII. SEFA Reporting**

IAC will identify Emergency Act expenditures separately on its Schedule of Expenditure of Federal Awards (SEFA).

**VIII. Modifications**

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

**IX. Transfer of Funds to Another State Agency**

IAC is prohibited from transferring CSFRF funds to another state agency without prior approval of the State Budget Agency.

**X. Notices**

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

State Budget Agency  
Attn: Lisa Acobert  
[LiAcobert@sba.IN.gov](mailto:LiAcobert@sba.IN.gov)

Indiana Arts Commission  
Attn: Miah Michaelson, Executive Director  
[mmichaelsen@iac.in.gov](mailto:mmichaelsen@iac.in.gov)

**XI. 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.

**XII. Entire Agreement**

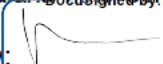
This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

**XIII. 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 MOU other than that which appears on the face of this MOU.

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

Indiana Arts Commission

By:   
32C97C7A44AD46F...

Title: Executive Director

Date: 5/3/2024 | 09:16 EDT

Indiana State Budget Agency

By:   
1A64765AE394CD...

Title: Acting Budget Director

Date: 5/3/2024 | 09:28 EDT

Electronically Approved by: State Budget Agency  By: _____ (for) Joseph M. Habig, Acting State Budget Director	

## Attachment A

### **Description:**

The Indiana Arts Commission (IAC) is the state agency for the arts which has a focus on strengthening Indiana through arts and creativity. IAC will partner with FSSA Division of Aging to develop initiatives of the Lifelong Arts Indiana program to target Hoosiers age 60+ for participation in art experiences that improve mental health, physical health, and overall quality of life. This includes Lifelong Arts Creative Aging Best Practices Training, Early Action Grants, and Creative Aging Impact Evaluation. Creative Aging is defined as the practice of engaging older adults (60+) in participatory, professionally run arts programs with a focus on social engagement and skills mastery.

### **Relevant IN State Plan on Aging Metrics:**

Objective 2.4: Enhance social interaction and connectedness for older Hoosiers to mitigate the negative health effects associated with social isolation.

- Indiana Arts Commission will facilitate the creative aging work within Area Agencies on Aging (AAAs') congregate nutrition sites to support cultural experiences, activities, and services, including the arts.

### **Outcome Measures:**

- Increased collaboration and connections for opportunities for social connectivity
- Reduction in reported loneliness based on results of the UCLA Loneliness Scale

### **Indiana Multi-Sector Plan on Aging (MPA) Support**

- IAC will be participating in the committee to develop MPA for Indiana guided by the Center for Healthcare Strategies
- IAC will provide expertise and consulting on Indiana's MPA to incorporate arts-based wellness strategies such as Lifelong Arts Indiana.

### **Lifelong Arts Indiana Outcomes:**

- Hoosiers age 60+ will have increased access to highly beneficial, highly impactful arts experiences across the state. Lifelong Arts Indiana promotes socialization through arts experiences which is shown to increase connections between older adults and reduce loneliness along with many other physical and mental health benefits. (Cohen, 2006)
- The State of Indiana will lead the nation in supporting older adults through Creative Aging services and opportunities.
- Aging Service Providers and Artists across the state will expand their knowledge and skills in the practice of Creative Aging.

### **Obligations of IAC:**

#### **IAC will:**

- A. Monitor Lifelong Arts Indiana activities to ensure its meet goals and expectations of IAC and FSSA.
- B. Design all Lifelong Arts Indiana Activities

Based upon its established, successful model, IAC will create a comprehensive, cohesive program that will improve skills and knowledge of Statewide Aging Services field practitioners and

equip them to partner with artists for the delivery of best-practice-driven Creative Aging programming for those they serve.

C. Implement statewide, multi-year training

1. IAC will develop and deliver 4-8 best practice Creative Aging trainings around the state to prepare aging service providers and artists with the skills and knowledge to effectively implement creative aging programming in their communities.
2. Manage all aspects of guest speakers, training curriculum, and registration processes.
3. Provide coaching for participants to take their training back to their communities in a meaningful way.

D. Implement Lifelong Arts Early Action Grants program

1. Design and manage all aspects of grant program
2. Assist eligible aging service providers and artists through the application process
3. Award creative aging project grants of approximately \$5,000 to approximately 130 eligible applicants either aging services providers or eligible artists.
4. Assist grantees through their creative aging project

E. Coordinate professional evaluation process

1. Contract professional evaluation services
2. Design evaluation metrics
3. Assist evaluators in collection of data
4. Publish and present evaluation findings statewide and nationally