

GRANT AGREEMENT

CONTRACT #0000000000000000000018396

This Grant Agreement (this "Grant Agreement"), entered into by and between the INDIANA STATE DEPARTMENT OF HEALTH (the "State") and ST JOSEPH COUNTY MINORITY HEALTH COALITION (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; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a grant of \$1,079,915.00 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 by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §16-46-14 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.

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 **Quarterly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement shall commence on January 01, 2017 (the "Commencement Date") and shall remain in effect through December 31, 2018 (the "Expiration Date"). Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4 and as permitted by the state or federal law governing this Grant Agreement.

5. Grant Funding

- A. The State shall fund this grant in the amount of \$1,079,915.00. 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, unless otherwise specified in **Attachments A** or **B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

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

7. Project Monitoring by the State

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

- A. 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. The Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R.200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

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. 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, 35-44-1-4 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. 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.

11. 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.

12. Funding Cancellation

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 State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. 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.

14. Information Technology Accessibility Standards

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including 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.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana State Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204

Notices to the Grantee shall be sent to:

Karl Nichols
Executive Director

St. Joseph County Minority Health Coalition
2806 Lincoln Way West
South Bend, IN 46628

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.

17. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. 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 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.

19. 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.

20. Federal and State Third-Party Contract Provisions - Deleted

21. Amendments

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.

22. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

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 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 Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

ST JOSEPH COUNTY MINORITY HEALTH
COALITION

INDIANA STATE DEPARTMENT OF HEALTH

By: *Karl Nichols*

Title: Executive Director

Date: 12/30/16

By:

**Eric
Miller**

Title:

Date:

Digitally signed by Eric Miller
DN: cn=Eric Miller, o=Indiana
State Department of Health,
ou=ISDH,
email=erimiller@isdh.in.gov,
c=US
Date: 2017.01.03 17:42:11
-05'00'

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Brian E. Bailey, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Gregory F. Zoeller, Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Attachment A: Scope of Work

Community Wellness Partners

Community Wellness Partners (CWP) *Speak Life: Here to Stay* Initiative will focus efforts on African-American and Hispanic/Latino women between the ages of 20 to 35 who are either on or eligible for Medicaid. The initiative will provide expectant mothers with multiple community touch points during their pregnancy and up to the first year of age of the child. While participating in the program, the mother will be provided with system navigation paired with birth and post-partum doula and community health worker services for ongoing support and education, home visits to provide practical support, advocacy, educational materials, and resources using evidence-based curriculum. Additionally, wrap-around service needs for the family, including fathers, will be evaluated upon intake and appropriate referrals and navigation will be provided.

The *Speak Life: Here to Stay* Initiative will implement the services provided in the Nurse Family Partnership model. Each participant will receive services from a team that will include a registered nurse, doula/lactation consultant, and community health worker. Each participant will receive contact from a *Speak Life* team member within three days of being referred to the program. A registered nurse will conduct an initial home visit assessment within 14 calendar days of program enrollment. The team will meet and develop an individualized care plan for the participant and her family within five business days of the initial assessment being conducted. Each care plan intervention will be assigned to a specific team member with a specific target date set for completion. Care plans will be reviewed by *Speak Life* Initiative staff weekly. Participants will receive home visits by a team member until the child's first birthday.

The *Speak Life* team will be representative of the population they service. The team will be recruited from the specific county in which they serve so that team members are well aware of the beliefs, norms, values, and socioeconomic factors of the population they will be serving. Through the utilization of this approach, the *Speak Life* initiative proposes to reach 1,000 unduplicated

participants of the entire project periods in multiple community touch points as well as the traditional home visiting setting.

**Attachment B: Budget
Community Wellness Partners
\$1,079,915 funding for the period 01/01/2017 – 12/31/2018**

	01/01/2017 – 12/31/2017	01/01/2018 – 12/31/2018
Salary Total:	\$183,840	\$183,039
Fringe Benefits Total:	\$45,316	\$45,119
Contracts Total:	\$251,750	\$219,113
Supplies Total:	\$14,946	\$14,946

In-State Travel	\$14,671	\$14,671
Out of State Travel	\$1,872	\$0
Travel Total:	\$16,543	\$14,671

Rent & Utilities:	\$19,452	\$19,452
Communication:	\$4,500	\$4,500
Other Expenses:	\$22,364	\$20,364
Other Total:	\$46,316	\$44,316

Consultants	\$0	\$0
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<i>Annual Subtotals</i>	\$558,711	\$521,204
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AMENDMENT #1

CONTRACT #0000000000000000000018396

This is an Amendment to the Grant Agreement (the "Grant Agreement") identified as Contract #0000000000000000000018396 entered into by and between the INDIANA STATE DEPARTMENT OF HEALTH (the "State") and **ST. JOSEPH COUNTY MINORITY HEALTH COALITION, INC.** (the "Grantee") in the amount of \$1,079,915.00, for the period of January 1, 2017 through December 31, 2018, approved by the last State signatory on January 17, 2017.

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

1. The Grant Agreement is hereby extended for an additional period of **three months**. It shall terminate on **March 31, 2019**.
2. The total amount of the Grant Agreement does not change; it remains **\$1,079,915.00**.
3. The scope of work is amended by adding an additional allowable cost option. See **Attachment A-1 and Attachment C**, attached hereto, made a part here of and incorporated herein by reference to this amendment.
4. The Grant Agreement is amended by adding the following:

A. Paragraph 23 – Debarment and Suspension is added to read as follows:

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.

B. Paragraph 24 – Insurance is added to read as follows:

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.

C. Paragraph 25 – Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" – Deleted, Not Applicable

D. Paragraph 26 – HIPAA Compliance is added to read as follows:

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.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated, the Grantee shall return or destroy all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form if feasible. If not feasible, the Grantee bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

All matters set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

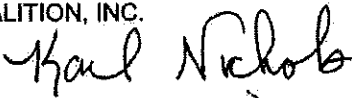
Agreement to Use Electronic Signatures

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://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

ST. JOSEPH COUNTY MINORITY HEALTH COALITION, INC.

By: 
 Title: EXECUTIVE DIRECTOR
 Date: 12/13/18

INDIANA STATE DEPARTMENT OF HEALTH

By: 
 Title: Director of Grants & Contracts
 Date: 12/13/2018

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

**Attachment A-1: Scope of Work
Community Wellness Partners
St Joseph County Minority Health Coalition, Inc.**

Community Wellness Partners (CWP) *Speak Life: Here to Stay* Initiative will focus efforts on African-American and Hispanic/Latino women between the ages of 20 to 35 who are either on or eligible for Medicaid. The initiative will provide expectant mothers with multiple community touch points during their pregnancy and up to the first year of age of the child. While participating in the program, the mother will be provided with system navigation paired with birth and post-partum doula and community health worker services for ongoing support and education, home visits to provide practical support, advocacy, educational materials, and resources using evidence-based curriculum. Additionally, wrap-around service needs for the family, including fathers, will be evaluated upon intake and appropriate referrals and navigation will be provided.

The *Speak Life: Here to Stay* Initiative will implement the services provided in the Nurse Family Partnership model. Each participant will receive services from a team that will include a registered nurse, doula/lactation consultant, and community health worker. Each participant will receive contact from a *Speak Life* team member within three days of being referred to the program. A registered nurse will conduct an initial home visit assessment within 14 calendar days of program enrollment. The team will meet and develop an individualized care plan for the participant and her family within five business days of the initial assessment being conducted. Each care plan intervention will be assigned to a specific team member with a specific target date set for completion. Care plans will be reviewed by *Speak Life* Initiative staff weekly. Participants will receive home visits by a team member until the child's first birthday.

The *Speak Life* team will be representative of the population they service. The team will be recruited from the specific county in which they serve so that team members are well aware of the beliefs, norms, values, and socioeconomic factors of the population they will be serving. Through the utilization of this approach, the *Speak Life* initiative proposes to reach 1,000 unduplicated participants of the entire project periods in multiple community touch points as well as the traditional home visiting setting.

Support transportation needs in communities where public transportation does not exist to encourage attendance at events that focus on improving the health of women and children such as prenatal care appointments and educational programs for the population served by **St Joseph County Minority Health Coalition** through the option to participate in funding expense transportation vouchers for allowable expenses for transportation costs, gas cards Ride share cards within the following parameters:

- **St Joseph County Minority Health Coalition** obtained prior approval by the Indiana State Department of Health Maternal Child Health Director
- Transportation vouchers are not to exceed \$25.00 each
- Minimum average distribution of 75% of purchased vouchers
- Any cash value of unused cards must be identified and refunded to ISDH within 30 days of the end of the grant period.
- Grantee Log (Attachment C) must be submitted monthly with grantee invoice and must be current with invoice performance dates.

ATTACHMENT C
Grantee Log: Participant Transportation Vouchers

Notes:

- For use only with prior approval from ISDH Director
- Please create one row for every transportation voucher purchased and distributed
- Up-to-date log must be submitted monthly with grantee invoice.
- Transportation vouchers are not to exceed \$25 each
- ISDH expects minimum average distribution of 75% of purchased vouchers
- The cash value of unused cards at the end of the grant period must be refunded to ISDH.

About the Transportation Voucher			About The Recipient		
Date of Purchase	Vendor	Value	Date of Receipt	Patient Identifier	Purpose / Qualifying Event
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			

