

GRANT AGREEMENT

CONTRACT #00000000000000000000101448

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (the "State") and SCOTT COUNTY THRIVE INC (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 **\$136,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in the exhibits to this Grant Agreement, which are listed below. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 12-8-10 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.

The following exhibits are attached hereto and incorporated herein:

Exhibit 1 -- Scope of Work

Exhibit 2 -- Annual Financial Report for Non-Governmental Entities

FUNDING SOURCE:

Funding Source Entity	State Fund #	Program Name
State	57895	Opioid Settlement Funds

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 the exhibits to this Grant listed in Section 1, 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 **July 01, 2026** and shall remain in effect through **June 30, 2027**. 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 **\$136,000.00**. The approved Project Budget is set forth in the exhibits to this Grant Agreement listed in Section 1. 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 State Comptroller.
- 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. Invoices should be submitted each calendar month for any claims due and payable. Monthly claims must be submitted the month following the month of performance and are due no later than the end of the month. 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. If Grant funds have been advanced and are unexpected at the time that the final claim is submitted, all such unexpected 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 the Grant Exhibits, 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 the Grant Exhibits 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 **Exhibit 2**.

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 a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Grantee further affirms that:

- A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.
- B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.
- C. The Grantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this grant agreement 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.

The Grantee shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Grant. All insurance documents are to be sent electronically to insurancedocuments.fssa@fssa.in.gov.

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:

- A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's 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"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.
- B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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:

Sarah Sailors, Director
Division of Mental Health and Addiction
402 W. Washington St., W-353
Indianapolis, IN 46204
Email: Sarah.Sailors@fssa.in.gov

B. Notices to the Grantee shall be sent to:

Phil Stucky
Scott County Thrive, Inc.
825 N HWY 31
Austin, IN 47102
E-mail: phil.stucky@thriveco.org

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 State Comptroller.

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) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits 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 described in the exhibits to this Grant listed in Section 1.

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

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. Confidentiality, Security and Privacy of Personal Information.

A. Definitions.

- 1) Personally Identifiable Information ("PII") means personal information as collectively defined in IC-4-1-6-1 and IC 4-1-11-2 and under the National Institute of Standards and Technology ("NIST") Special Publication 800-122, regardless of form (oral, written, electronic, or otherwise). As used here, PII includes PHI, SSA-data, and ACA-PII (as defined herein) as applicable, whether or not separately stated.
- 2) Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized access or acquisition, or any similar occurrence where: a person other than an authorized user accesses or potentially accesses PII or other confidential information; or an authorized user accesses PII or other confidential information for other than an authorized purpose.
- 3) Security Incident means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the information system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.
- 4) Confidential Information means information that is not publicly available under State or Federal laws, regulations, administrative code or rules, or as otherwise deemed confidential by the State.
- 5) FedRAMP means the Federal Risk and Authorization Management Program.

- 6) Terms used, but otherwise not defined in this Agreement shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164, and 45 CFR Subtitle A.
 - 7) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
 - 8) "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant Federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - a. "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - b. "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - c. "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - d. "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- B. If Grantee's services under this Agreement includes State authorized access to and use of PHI on the State's behalf then Grantee is hereby deemed a Business Associate to the State and, as such, Grantee is hereby authorized by the State to create, receive, maintain, use, and/or transmit Protected Health Information ("PHI") on the State's behalf pursuant to and consistent with the services performed by Grantee under this Agreement.
- C. Grantee is hereby authorized by the State to create, receive, maintain, use and/or transmit PII on the State's behalf pursuant to and consistent with the services performed by Grantee under this Agreement. As used here, PII includes PHI, SSA-data, and ACA PII (as defined herein) as applicable, whether or not separately stated.
- D. Grantee understands that pursuant to and consistent with the services performed by Grantee under this Agreement, Grantee may be permitted authorized access to data obtained by the State from the Social Security Administration ("SSA-data"). In this regard and to the extent that Grantee is permitted authorized access and use of SSA-data:
- 1) Grantee agrees that it will comply with the provisions of the Computer Matching and Privacy Protection Act Agreement ("CMPPA") and the Information Exchange Agreement ("IEA") executed between the Social Security Administration ("SSA") and the State; these agreements are incorporated herein by reference and current copies of the CMPPA and IEA are attached to this Agreement;
 - 2) Grantee further agrees that it will abide by all relevant Federal laws and restrictions on access, use, and disclosure of SSA-data, including the security requirements enumerated in the CMPPA and IEA;
 - 3) Grantee understands that its access, use, or disclosure of SSA-data in a manner or purpose not authorized by the CMPPA or IEA may subject Grantee, including Grantee's employees, and agents, to civil and criminal sanctions pursuant to applicable Federal statutes; and,
 - 4) Grantee understands that the State, in compliance with the CMPPA, will undertake a review of Grantee's compliance with Grantee's obligations under the CMPPA, IEA, and this Agreement no less than triennially; Grantee agrees to fully cooperate with the State in such reviews. Such reviews may be undertaken by the State in addition to or as part of other reviews of Grantee's privacy and security policies, procedures, and practices

undertaken by the State pursuant to this Agreement.

E. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Agreement and thereafter as may be required by Federal law and such compliance will be at Grantee's sole expense. Further:

- 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Agreement or as required by law. It is further provided that nothing in this Agreement shall be construed to permit Grantee to use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the services performed by Grantee under this Agreement or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Agreement or required by the HIPAA Privacy Rule or other applicable Federal or state law or regulation. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State.
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

F. Improper Disclosure, Security Incident, and Breach Notification.

- 1) As a Business Associate, Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PII in Grantee's safekeeping or as otherwise being legitimately used by Grantee in Grantee's performance of its services under this Agreement:
 - a) Grantee shall notify the State of the Security Incident within twenty-four (24) hours of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Grantee reasonably may be able to acquire within the twenty-four (24) hour period.
 - b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the twenty-four (24) hour requirement, the Grantee will notify the FSSA Privacy & Security Office within twenty-four (24) hours of gaining actual knowledge of a Security Incident.
 - c) In collaboration with the FSSA Privacy & Security Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed or possibly exposed, disclosure victims (those whose PII was disclosed or may have been disclosed or exposed to unauthorized access/use), disclosure recipients, supporting materials,

actions taken to mitigate or stop the Security Incident, and similar details.

- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
 - e) Grantee and the FSSA Privacy & Security Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
 - f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - I. Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law or regulation.
 - II. Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - III. Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - IV. Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - V. The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable Federal or State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy & Security Office.
 - g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- 3) If Grantee observes or otherwise becomes aware of a Security Incident or suspected Security Incident outside of Grantee's scope of responsibilities under this Agreement (for example, affecting PII not in Grantee's safekeeping), Grantee agrees to promptly report such Security Incidents to the FSSA Privacy & Security Office and cooperate with the FSSA Privacy & Security Office's investigation of the Security Incident.
- G. Outside Resources. Grantee agrees that in accordance with the HIPAA Privacy Rule, CMPPA, IEA, and 45 CFR §155.260 any outside resources engaged by Grantee (in compliance with this Agreement) that will create, receive, maintain, use or transmit State PII

on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PII.

- H. Access by Individuals to their PHI/PII. Grantee acknowledges that in accordance with the HIPAA Privacy Rule and 470 IAC 1-3-1, *et seq*, individuals for whom Grantee has direct possession of their PHI/PII on the State's behalf have the right to inspect and amend their PHI/PII and have the right for an accounting of uses and disclosures of such PHI/PII, except as otherwise provided therein. Grantee shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI/PII, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- I. Access to Records. Grantee shall make available to HHS and/or the State and/or other Federal agencies so authorized by law Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, used, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee), other State agencies, or other Federal agencies for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to such agencies.
- J. Return of Protected Health Information. Upon request by the State or upon termination of this Agreement, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, used or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.
- K. At the sole discretion of the State, the State may terminate this Agreement for Grantee's material breach of this Section.
- L. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- M. Drug and Alcohol Records. In the performance of the services under this Agreement, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Agreement will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable Federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with this Section.
- N. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material, and information gathered, based upon, or disclosed to the Grantee for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Agreement may require or allow access to data, materials, and information containing

Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery in accordance with this Section.

- O. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any outside resources, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, the State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- P. Grantee shall adhere to all relevant FSSA Security Policies for any related activities provided to FSSA under this Agreement. Grantee is responsible for verifying that any outside resources they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

Q. Access to FSSA and/or State Information Systems.

- 1) "FSSA and/or State Information Systems" means all computing hardware and related components, all computer software and related components, all network devices and related functions, and data owned by, licensed to, in the legal custody of, and/or operated by FSSA and/or the State.
- 2) If the Grantee, in the performance of Grantee's promises under this Agreement, is authorized and granted by the State with access to FSSA and/or State Information Systems:
 - a) Grantee agrees that it and all members of its workforce (as used here, "workforce" means employees, volunteers, interns, trainees, and other persons whose conduct is under the control of Contractor) performing such services will comply with all FSSA and State Privacy and Security Policies and Procedures.
 - b) All members of Grantee's workforce who are or will be granted access to FSSA and/or State Information Systems will undertake and certify completion of all FSSA and State mandated privacy and security training following a schedule reasonably required by FSSA and the State (e.g., upon new hire/assignment and annually thereafter).
 - c) All members of Grantee's workforce who are or will be granted access to FSSA and/or State Information systems will agree in writing or through electronic confirmation to the rules of behavior regarding access to and use of FSSA and/or State information systems; such rules of behavior include but are not limited to the State Information Technology Resources User Policy ("ITR").

- d) All members of Grantee's workforce who are or will be granted access to the FSSA Division of Family Resources ("DFR") eligibility and enrollment systems, a subset of FSSA Information Systems as defined by DFR, will agree in writing or through electronic confirmation to the DFR Rules of Behavior.
- e) Such training and rules of behavior agreement(s) will be coordinated with Grantee by the FSSA Privacy and Security Office and the Indiana Office of Technology ("IOT").
- f) Any members of Grantee's workforce who fail to complete the required training as described above within the scheduled timeframes or who fail to agree to the rules of behavior will not be permitted to access FSSA and/or State information systems.
- g) Access to and usage of FSSA and/or State Information Systems is controlled through role-based access privileges and follows the principle of least privilege, meaning users are granted access to/usage of only the minimum amount of information and system functions necessary to perform their role or job assignment. As such, FSSA or its designee will provide Grantee with a list of roles it deems necessary for Grantee to perform the services; Grantee will identify each individual workforce member who requires access to/usage of FSSA and/or State Information Systems and the role to be assigned to each individual. Grantee will certify in writing that the role assigned to each individual workforce member is necessary and appropriate for the individual to perform their job assignment with respect to the performance of Grantee's services under this Agreement.
- h) FSSA will authorize and grant Grantee workforce member access privileges based on the requested and certified role in a timely manner; FSSA and IOT reserve the right to withdraw such authorization for any workforce member, with or without cause, at any time and without prior notice.
- i) Grantee agrees to notify the FSSA Privacy and Security Office or its designee within twenty-four (24) hours of any workforce member terminations or changes in workforce member assignment that would affect their need for access or role.
- j) Grantee agrees that it is solely responsible for the actions, including errors and omissions, intentional misconduct, or malfeasance of its workforce members with respect to their access to and usage of FSSA and/or State Information Systems.
- k) The FSSA Privacy and Security Office (or its designee) and Grantee will collaborate on the methods and means to identify workforce members requiring access, certification, changes, and other communications under this subsection.

R. 45 CFR §155.260 Compliance.

- 1) FSSA participates in a PII data exchange with the Centers for Medicare and Medicaid services ("CMS") mandated under the Affordable Care Act ("ACA", Public Law 111-148). The receipt of PII data from CMS through this data exchange ("ACA PII") is in support of the determination of eligibility for healthcare coverage for individuals, which is a primary function of DFR. DFR is designated as the Administering Entity on behalf of FSSA under a computer matching agreement with CMS and, per the terms of that agreement, is obligated to comply with the provisions of 45 CFR §155.260 and §155.280 regarding the privacy and security of ACA PII and that such compliance will be achieved through the application of the privacy and security standards and obligations established in the Minimum Acceptable Risk Standards for Exchanges ("MARS-E") promulgated by CMS, including any subsequent versions issued by CMS.

- 2) 45 CFR §155.260(b)(2)(v) requires DFR on behalf of FSSA to bind all downstream entities with which ACA PII is shared to same privacy and security standards and obligations that DFR is obligated to comply with, subject to the provisions under 45 CFR §155.260(b)(3) and in compliance with the monitoring provisions under 45 CFR §155.280.
- 3) In this regard (pursuant to the immediately preceding):
 - i. Grantee understands that in the performance of its services under this Agreement the Grantee may be given access to and usage of ACA PII to the extent necessary to perform such services; such access and usage of ACA PII is hereby authorized by the State.
 - ii. Grantee agrees that such ACA PII is subject to the same provisions of this Section as apply to PII and PHI, including but not limited to subsection F Improper Disclosure, Security Incident, and Breach Notification.
 - iii. Grantee further agrees that it will employ privacy and security standards over such ACA PII that are consistent with and being at least as protective as the privacy and security standards employed by DFR as described in paragraph 1) above taking into consideration: (i) the environment in which the Grantee is operating; (ii) whether specific standards are relevant and applicable to the Grantee's duties and activities in the performance of the services; and, (iii) existing legal requirements to which Grantee is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.
 - iv. Grantee additionally agrees that the privacy and security standards it employs over ACA PII will be consistent with the principles established in 45 CFR §155.260(a)(3) and that Grantee will bind any subcontractors with authorized access to ACA PII to the same or at least as protective as the privacy and security standards Grantee employs over ACA PII.
 - v. Grantee agrees that it will comply with the applicable provisions under 45 CFR §155.260 as a non-exchange entity; specifically, Grantee will comply with the MARS-E 2.2 privacy and security control requirements and with any subsequent versions of those control requirements promulgated by CMS with Grantee's compliance with those subsequent versions to be achieved by the compliance date established by CMS in such subsequent versions.

S. Information Systems Outside of the State Network, including Cloud-based Services.

- 1) To provide the Services under this Agreement, if the Grantee employs or provides Information Systems that are external to the State Network, in whole or in part, then:
 - i. The External Information Systems will be FedRAMP Authorized at the FIPS 199 Moderate level.
 - ii. Grantee will provide the State with a copy of the current FedRAMP Authorization(s) for the External Information Systems provided or employed under this Contract and any renewed FedRAMP Authorization(s) issued thereafter.
 - iii. Grantee will provide the State with a copy of the most recent SOC 2 (Service Organization Control Type 2) report for the External Information Systems

provided or employed under this Agreement and annually thereafter as each annual SOC 2 report is completed.

- iv. If the most recent SOC 2 report(s) contains a qualified opinion by the service auditor, Grantee will provide the State with its Plan of Action & Milestones to resolve the qualified opinion. The State has the right to terminate the Agreement (in accordance with the terms herein) if Grantee materially fails to resolve the deficiencies identified in the SOC 2 report in a timely manner consistent with its Plan of Action & Milestones or fails to receive an unqualified opinion by the service auditor on the next, annual SOC 2 report.
- v. The State has the right to terminate the Agreement (in accordance with the terms herein) if the Grantee's External Information Systems are no longer FedRAMP Authorized at the FIPS 199 Moderate level.
- vi. Grantee agrees that all External Information Systems provided or employed under this Agreement by Grantee are subject to the requirements specified under Section R above.
- vii. Grantee agrees that these Section S requirements apply to all instances of External Information Systems provided or employed by Grantee to provide the Services, including if such External Information Systems are provided, in whole or in part, by one or more third parties, such as Cloud-service Providers, under a separate agreement between the Grantee and the third-party(ies). The FedRAMP Authorizations and the SOC 2 reports are then required for both the Grantee's External Information Systems and the third-party(ies') External Information Systems.
- viii. As used in this Agreement, "External Information Systems" means any information system that is external to the State network; that is, not physically housed on State premises and connects to the State network through a State-approved connection such as secured web services, Virtual Private Network, secured data exchanges, and similar methods. This includes Cloud-based Services. The External Information Systems may include application software, computing infrastructure and hardware, data management and storage systems, middleware, and similar computing components, in total or in part, and whether provided solely by Grantee through Grantee's agreement with third parties, necessary for Grantee to deliver the Services.

27. Marijuana Attestation Statement by SAMHSA.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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 most current *State of Indiana SCM Template*) in any way except as follows:

- 3. Implementation and Reporting on the Project:** *Exhibit reference modified.*
- 5. Grant Funding:** *Exhibit reference modified.*
- 6. Payment of Claims:** *Modified.*
- 7. Project Monitoring by the State:** *Exhibit reference modified.*
- 8. Compliance with Audit and Reporting Requirements, Maintenance of Records:**
Exhibit reference modified.
- 16. Insurance:** *Modified.*
- 24. Federal and State Third-Party Contract Provisions:** *Exhibit reference modified.*
- 26. Confidentiality, Security and Privacy of Personal Information:** *Added.*
- 27. Marijuana Attestation Statement by SAMHSA.** *Added*

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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.

SCOTT COUNTY THRIVE INC

DocuSigned by:
By: Phil Stucky
B069E81B29BD4E6...

Title: CEO

Date: 6/8/2026 | 08:31 PDT

Indiana Family and Social Services
Administration, Division of Mental Health
and Addiction

Signed by:
By: Sarah E Sailors - 00410
149E59321450453...

Title: Director

Date: 6/8/2026 | 09:00 PDT

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

Exhibit 1

Scope of Work

Regional Recovery Hub Transportation – THRIVE
July 1, 2026 – June 30, 2027

Overview:

The purpose of this grant is to award THRIVE with funding to support transportation in Morgan, Johnson, Brown, Bartholomew, Jackson, Jennings, Washington, Scott, Jefferson, Clark, Floyd, Harrison, Howard, Tipton, Marion, Hamilton and Madison. Hubs serve as a central point of access for individuals seeking recovery support services and are individually assigned a designated region of counties. Hubs provide peer support services through the employment of Certified Peer Support Professionals. Certified Peer Support Professionals (CPSPs) have lived experience with mental health and/or substance use disorder, provide one-on-one support, and lead support groups. Hubs also offer a variety of resources, including but not limited to assistance with finding housing, community resource navigation, and recovery support groups.

A key component of recovery is transportation. Regional Recovery Hubs will provide transportation to participants to meet treatment and recovery needs through the four dimensions of recovery: Health, Home, Purpose, and Community. Hubs will provide transportation through Lyft and local public transportation. All other forms of transportation must be approved by the Division of Mental Health and Addiction prior to providing transportation.

Deliverables:

Monthly Transportation Report - This report must include but is not limited to the following:

- o Total number of rides given
- o Type of transportation provided for each ride
- o Destinations of each ride
- o Purpose of ride
- o Cost per ride
- o Copy of monthly invoice

Conditions

- Contractor is expected to understand and follow all Additional Terms and Conditions, if included.
- Funds will be paid as detailed in Table below, following successful processing of claims invoice submissions.
- All invoices should be received by the 20th day of the month following the completion of the deliverable, unless otherwise noted. (Example: January monthly invoice is due no later than February 20th.)
- Contractor will submit invoices based on the activities below and will not invoice for amounts in excess of the allowable amount per activity.
- Forms, reports, and other documentation must be submitted along with invoices for consideration of successful completion of each project activity being billed. Invoices submitted without appropriate documentation will not be processed until documentation is received. Documentation required to be submitted with each monthly invoice and the corresponding line items are detailed in this document.

- Once contract is executed, an FSSA claims packet and claims form with instructions will be emailed to the appointed designee. Please follow all instructions on that form.
- Contractor is expected to “carbon copy” (CC) contract owner at DMHA when emailing claims for approval.

Table 1:

Project Activity/ Deliverable	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Transportation Report	July 2026 – June 2027	Actual Amount	\$1.00-\$1.00	\$1.00-\$1.00	\$136,000	Monthly Report
				Total	\$136,000	

Funding Source(s)

Award/Fund Description	FAIN	CFDA #	State Fund #	Amount
Opioid Settlement Funds	-	-	57895	\$136,000

EXHIBIT 2

ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

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