



ST. JOSEPH COUNTY
DEPARTMENT OF HEALTH
Prevent. Promote. Protect.

St. Joseph County Department of Health

"Promoting physical and mental health and facilitating the prevention of disease, injury and disability for all St. Joseph County residents"

Robert M. Einterz, MD
Health Officer

Mark D. Fox, MD, PhD, MPH
Deputy Health Officer

Heidi Beidinger-Burnett, PhD, MPH
President, Board of Health

Jason Marker, MD
Vice President, Board of Health

April 12, 2022

County Commissioners
County City Building, 7th Floor
South Bend, IN 46601

Commissioners,

The Department of Health would like your support to enter into a contract with All American Entertainment for the Birth Equity Conference being held April 14, 2022, at Century Center. The Firm Invitation is retroactive to October 5, 2021, the Sponsor Agreement is retroactive to October 12, 2021, and the Addendum is current.

Should you have any questions, I can be reached at 574-235-9574.

Thank you for your consideration of our request.

Sincerely,

Robert Einterz, MD
Health Officer

RE:AR;jsp

APPROVED

ATC

5790 Fayetteville Rd, Ste 200
Durham, NC 27713, USA
T 919-403-7004 F 919-882-9497

Sponsor Agreement

Date of Agreement	October 12, 2021
Organization Name / Company (Sponsor)	St. Joseph County Department of Health South Bend Indiana
Talent	Joia Crear-Perry
Honorarium	\$20,000 USD
Expenses	<p>Agency will arrange and invoice Sponsor for the following Talent Expenses:</p> <ul style="list-style-type: none">- fully refundable first class airfare for one (1)- \$400 USD stipend for professional ground transportation in origin city- \$200 USD stipend for meals and customary incidentals <p>Sponsor will arrange and directly pay for the following Talent Expenses:</p> <ul style="list-style-type: none">- professional ground transportation in event city- hotel
Name of Event	Achieving Birth Equity - Exploring Your Role in Creating a Community Where All Women and Families Can Access Respectful, Quality Maternity Care
Event Date	Wednesday, April 13, 2022 - Thursday, April 14, 2022
Location	South Bend, IN
Venue/Address	Century Center (120 Doctor Martin Luther King Jr. Blvd. South Bend IN 46601)
Speech Topic	They refer to Dr. Joia's published works and appearances often so the group is comfortable with what she thinks would work best for their conference goals. What is Birth Equity? How focusing intentionally on Black infant and maternal health is necessary. Racism not Race. Racism, Classism, Genderism. How eliminating disparities lifts everyone.
Schedule	<p>4/13/2022: Arrival in South Bend TBD Private evening, Invitation only event for obstetricians, midwives, family medicine providers of prenatal care, board of health, community leaders, hospital executives, elected officials. 6:30 pm - 7:00 pm ET: Social/cocktail hour 7:15 pm - 7:30 pm ET: Welcome, introductions. (St. Joe County Dept of Health & Birth Equity team) 7:30 pm - 8:00 pm ET: Keynote (Dr. Joia Crear-Perry: Speech topic similar to her 5/18/2020 Quality Talks for National Committee for Quality Assurance, Why birth equity depends on action at structural and systemic level) 8:00 pm - 8:20 pm ET: Audience Q&A 8:20 pm - 8:30 pm ET: Wrap-Up</p> <p>4/14/2022: 8:30 am - 9:00 am ET: Registration and continental breakfast 9:00 am - 9:45 am ET: Welcome and introduction. Local Infant mortality data and community action supporting reason for conference. 9:45 am - 10:30 am ET: Keynote - Dr. Joia Crear-Perry 10:30 am - 10:45 am ET: Q&A with Dr. Joia Crear-Perry, some questions prepared by SJC Birth Equity team and some from audience.</p>
Audience	<p>Maternal child health professionals: nursing, social worker, community health worker, community based agencies, WIC, crisis pregnancy center, Federally Qualified Health Center staff, academic professionals (University of Notre Dame, Saint Mary's, Bethel College, IU Med School), office staff from prenatal care practices, hospital staff, broader community. <i>This event is open to public</i></p>
Number of Attendees	Capacity is 100-500, goal is minimum of 200. There will be a charge for attendance. With Dr. Crear-Perry as Keynote, we expect to draw from around the state and likely neighboring states.
Dress code for Talent	Business Casual
Additional Speakers	<ul style="list-style-type: none">- Sally Dixon, RN Maternal Infant Health Initiatives Coordinator at the St. Joseph County Department of Health- Marla Godette, Mentoring Moments LLC, mental health professional- Kelli Brien, Doula, Mahogany Maternity, & DONA International.

Press Coverage

No media/press will be present at Event.

Recording Requests

This Event will not be recorded.

Additional Requests

Talent will participate in one (1) pre-Event call with Sponsor at a mutually agreed upon date/time.

Payment Terms

Deposit - \$10,000 USD due October 22, 2021

Origin Ground Stipend - \$400 USD due October 22, 2021

Meals & Incidentals Stipend - \$200 USD due October 22, 2021

Balance - \$10,000 USD due March 23, 2022

Strict adherence to Payment Terms must be enforced. All monies must be paid according to due dates. Any late payment will result in the suspension of Talent's services until payment is received (including any agreed upon pre-event commitments). To facilitate, AAE is able to accept payments by ACH, wire transfer or credit card (Sponsor is responsible for processing fee of approximately 3.5%).

This Sponsor Agreement is subject to all of the Terms and Conditions set forth on the attached pages, which are an integral part of this Agreement. The representative of the Sponsor in signing this Agreement warrants that he or she signs as a duly authorized representative of the Sponsor.

E-SIGNED October 12, 2021 from 38.123.94.139

Amy Ruppe, Administrator

All American Entertainment

Date

St. Joseph County Department of Health Date
South Bend Indiana

TERMS AND CONDITIONS

This Agreement (the "Agreement") is by and between St. Joseph County Department of Health South Bend Indiana (hereinafter "Sponsor") and AAE Holdings Inc. d/b/a All American Entertainment (hereinafter "Agency"). Sponsor and Agency may be referred to herein individually as a "Party" and collectively as "Parties".

1. Background & Definitions. Sponsor desires Agency to work on its behalf to retain and engage the individual(s) identified on the face of this Agreement (hereinafter "Talent") to appear at the Event identified therein. Sponsor acknowledges that Agency is acting as a booking agent and there is no general principal/agent relationship that exists between Agency and Talent. Talent is an independent contractor, and not an employee of Agency, and shall have the sole and exclusive control over the means and methods of performing at the Event. No joint venture, partnership, agency, or employment relationship is created by this Agreement, and nothing in this Agreement is intended to convey any rights or benefits upon any third party. Agency shall only have the authority to bind Talent in accordance with the terms set forth in this Agreement.

2. Agency's Services. Agency shall use reasonable efforts and diligence to work with Talent to coordinate and facilitate Talent's appearance at the time and location of the Event. Sponsor expressly acknowledges that Agency shall have no liability or responsibility for any acts, errors, omissions or commissions of Talent or Talent's agents, representatives, traveling companions or any other third party.

3. Term. The term of this Agreement shall begin on the date hereof and shall continue until the completion of all services. This Agreement shall remain in effect until it is terminated as set forth below, or until both Parties have fully performed their respective obligations hereunder.

4. Breaches and Termination.

Sponsor acknowledges that Talent has reserved the specific day and time set forth on the face of this Agreement and, in doing so, Sponsor understands that Talent has forgone or may forgo other significant income producing opportunities as a result of this Agreement.

If Sponsor cancels this Agreement for any reason other than Force Majeure a cancellation fee will apply. If such notice is received more than sixty (60) days prior to the Date of the Event, Sponsor shall pay 50% of the Honorarium as the cancellation fee. If such notice is received sixty (60) days or less prior to the Date of the Event, 100% of the Honorarium shall be due and payable immediately. Sponsor shall also pay or reimburse Agency for any non-refundable Event-related expenses incurred by Agency or Talent prior to cancellation.

This Agreement may be terminated by Agency without liability upon written notice to Sponsor if Sponsor defaults on any of its obligations hereunder and fails to cure such default within three (3) business days after receipt of such notice. In the event of Sponsor's uncured default, (i) Agency shall have no obligation to cause Talent to perform under this Agreement, (ii) the entire Honorarium shall be due and payable immediately to Agency, and (iii) Sponsor will also pay or reimburse Agency for any non-refundable Event-related expenses incurred by Agency or Talent prior to termination.

5. Talent's Failure to Perform.

In the event of Talent's failure to perform due to illness, unforeseen emergency, transportation problems, overriding obligation or professional responsibility, Agency shall have no liability whatsoever for expenses or losses incurred by Sponsor. In the event that Talent is unavoidably delayed, but arrives and presents his/her program in full as directed by Sponsor, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to, in writing, by Agency.

If Talent is unable to appear and perform at the Event, Agency will use good faith efforts to provide a replacement that is acceptable to Sponsor. If Agency is unable to provide a replacement that is acceptable to Sponsor, and if Talent's failure or inability to perform is in no way related to or attributable to any act or omission of Sponsor, its agents or representatives, then Agency will immediately refund to Sponsor any pre-paid portion of the Honorarium. Except for the obligations set forth in this paragraph, Agency shall have no liability to Sponsor arising from Talent's failure or inability to perform, regardless of the reason for such failure. Agency's invitation to provide a replacement or to refund the Honorarium as described in this paragraph, as the case may be, shall be Sponsor's sole and exclusive legal and/or equitable remedy hereunder.

6. Payment.

All amounts due hereunder shall be made to Agency via company or certified check, ACH, wire transfer or credit card. If payment is remitted via credit card, Sponsor will be responsible for a processing fee of approximately 3.5%.

Taxes and Duties. Sponsor acknowledges that, in addition to the Honorarium and Other Expenses described herein, it shall be solely responsible for all duties, fees and taxes assessed or levied by any taxing authority or country, including but not limited to excise taxes, value added taxes, sales taxes, admission taxes, user fees, or other charges, taxes, or fees of any kind. If Sponsor is required to withhold state income tax on behalf of Talent, that amount shall be added to the total Honorarium, resulting in the total Honorarium paid to Agency the same amount as agreed to on the face of this Agreement.

Other Expenses. In addition to the Honorarium, Sponsor shall be responsible for all expenses related to Talent's engagement, unless otherwise noted on the face of this Agreement. Reasonable expenses include (i) roundtrip airfare, (ii) hotel accommodations (at a mutually agreed upon hotel), (iii) roundtrip ground transportation in origin and event cities, (iv) all meals and incidentals, and (v) if applicable, any travel-related expenses actually incurred by Talent prior to the date of termination or cancellation (collectively, "Other Expenses"). Unless otherwise agreed to, Agency will arrange and invoice Sponsor for Talent's airfare and ground transportation in origin city. Sponsor will be invoiced a flat stipend for both roundtrip ground transportation in origin city and meals and incidentals to be paid upon execution of this Agreement. Sponsor will be invoiced for Talent's airfare following the Event. If Sponsor is responsible for Business Class airfare, and available flights do not offer Business Class, Sponsor will be required to provide a First Class ticket. Sponsor shall reimburse Agency for all Other Expenses due hereunder within thirty (30) days after receipt of Agency's written invoice therefor. Sponsor will arrange and directly pay for hotel and ground transportation in event city, unless otherwise agreed to. Sponsor shall ensure that all ground transportation is provided only by a fully-insured and commercially licensed transportation service, and that the hotel is master billed.

7. Other Sponsor Obligations.

Promotion of Event. Sponsor shall not, directly or indirectly, promote or publicize Talent's appearance at the Event until (i) Agency has returned a fully-executed copy of this Agreement to Sponsor, and (ii) Sponsor has paid the required Deposit. Talent hereby grants to Sponsor limited use of his/her name, pre-approved

biography and pre-approved image in connection with promoting this Event from the time this Agreement is fully executed until the performance date. Any advertisement must not represent itself as an endorsement by Talent of any product, service or entity. Sponsor must inform Agency how they plan to utilize Talent's name, likeness and image for promotional purposes. All promotional materials relating to Talent must be sent to Agency for review and are subject to Talent's prior written approval.

Recording. The presentation remains the intellectual property of Talent. Unless otherwise expressly set forth on the face of this Agreement, Sponsor shall ensure that no portion of Talent's appearance at the Event is (i) recorded in any medium, including without limitation, on audio tape, video tape or film, or (ii) published, broadcast or otherwise made available for streaming on the internet.

Non-Solicitation. Sponsor shall not directly or indirectly contact or communicate with Talent without Agency's prior written consent. If Sponsor desires to engage Talent for any future appearances, speaking engagements, media events or spokesperson campaigns during the twelve (12) month period following the term hereof, it shall contract with Agency to make arrangements.

Schedule and Additional Services. The schedule of events listed on the face of this Agreement represents the complete list of requirements and obligations for Talent. Any modifications to the schedule will require written permission from Agency. Any additional services, appearances, requests or activities not expressly contained as part of the terms of this Agreement, may require additional fees, and Sponsor shall not plan any additional appearances or activities without Agency's prior written agreement. Any material change in the nature of the Event shall constitute a breach of this Agreement.

Licenses and Insurance. Sponsor shall obtain all necessary licenses and insurance in connection with hosting the Event pursuant to this Agreement and any insurance Sponsor deems it necessary for performance of the terms of this Agreement and for purposes of insuring any and all indemnifications provided herein. Sponsor is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting the Event and ensuring the safety of the attendees and Talent. In addition to any indemnifications contained in this Agreement, Sponsor shall indemnify and hold Agency and Talent harmless from any claims of harm to any persons or property as a result of Sponsor's failure to so comply.

8. Confidentiality. It is agreed that the terms and conditions of this Agreement, including the Honorarium, are confidential and a breach, negligent or intentional, of this confidentiality shall be deemed a material breach of this Agreement; provided, that, disclosures required to be made in order to comply with applicable law, rule, regulation or legal process shall be permitted.

9. Force Majeure.

Notwithstanding any other provision of this Agreement, neither Party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, epidemic or pandemic, quarantine restrictions, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, failure of transportation, governmental rules or regulations, or like causes beyond the reasonable control of such Party or any other force majeure event (collectively a "Force Majeure Event").

Specifically related to the ongoing Covid-19 pandemic, either Party shall have the right to cancel Talent's engagement should a state of emergency be declared, or a travel advisory warning be issued that it is unsafe to travel to the Event Location, by the city, state, or national government. If the Event is cancelled for a Force Majeure Event or due to the ongoing Covid-19 pandemic, the terms of this clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations of this Agreement. Talent's engagement shall then be rescheduled to a mutually acceptable time, as soon as practical, after a Force Majeure condition ceases to exist.

If Talent has traveled to the Event Location and is ready, willing and able to perform, Sponsor shall remain liable to Agency for the full Honorarium and any travel expenses incurred. If Agency and/or Talent has incurred any non-refundable travel expenses whether Talent traveled to the Event or not, Sponsor shall be liable to cover the cost of any non-refundable expenses.

10. Limitation on Damages. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential or punitive damages arising out of this Agreement or its termination, whether liability is asserted in contract, tort (including negligence) or otherwise and irrespective of whether such Party has been advised of the possibility of any such loss or damage; provided, however, that nothing in this section shall relieve either Party of liability for damages arising out of its intentional fraud or gross negligence or third party indemnification obligations.

11. Indemnification. Each Party to this Agreement shall indemnify, release, defend and hold harmless the other Party and any of its directors, officers, employees and agents from and against any action or threatened action, suit or proceeding arising out of or as a result of, the indemnifying Party's performance under this Agreement and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, (including reasonable attorneys' fees that result from the actions or inaction of the indemnifying Party) arising from third party claims, based directly or indirectly, relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such Party, its officers, employees, agents or representatives.

12. Attorneys' Fees. It is the mutual intent of the Parties that in any proceeding(s) instituted by one Party against the other Party to enforce the terms of this Agreement (including the terms of this paragraph), (i) the losing Party shall promptly reimburse the prevailing Party for all costs of collection and other expenses, including reasonable attorneys' fees, incurred by the prevailing Party, and (ii) the terms of this paragraph be honored and enforced in such proceeding(s).

13. Representations and Warranties. Each Party represents and warrants that its performance hereunder shall not violate any applicable law, rule or regulation, and that its signatory below has the authority to bind such Party as set forth herein. Agency represents and warrants it has full authority and all rights necessary to offer the services of Talent and grant the rights granted to Sponsor herein.

14. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered to Agency at the address set forth on the first page of this Agreement by personal delivery, or via a nationally recognized courier service, e-mail, fax, or certified or registered mail, return receipt requested.

15. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, without regard to the conflicts of law rules of Indiana. The Parties further agree that the location and jurisdiction for any dispute arising under this Agreement shall be proper only in any federal or state court located in Indiana.


16. Assignment. Neither Party shall assign this Agreement or its obligations hereunder without the prior written consent of the other Party.

17. Severability. In the event any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall

not be affected, impaired or invalidated thereby, and each remaining term and provision shall be binding upon the Parties,

18. Entire Agreement. This Agreement constitutes the entire agreement between Sponsor and Agency relating to the subject matter hereof and supersedes any written or oral statement, representation, promise, inducement or understanding not set forth herein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Firm Invitation

Organization Name / Company (Sponsor)	St. Joseph County Department of Health South Bend Indiana	<div>ALL AMERICAN ENTERTAINMENT</div> <div></div> <div>5790 Fayetteville Rd, Ste 200 Durham, NC 27713, USA T 919-403-7004 F 919-882-9497</div>
Talent	Joia Crear-Perry	
Honorarium	\$20,000 USD	
Expenses	Sponsor will provide fully refundable first class airfare for 1, professional ground transportation in origin and event city, hotel, meals, and customary incidentals.	
Name of Event	(Working title) Achieving Birth Equity - Exploring your role in creating a community where all women and families can access respectful, quality maternity care. (We use Dr. Joia's definition of birth equity to communicate our goal for our community.)	
Event Date	04/13/2022 (evening) to 04/14/2022 (morning)	
Location	South Bend, IN	
Venue/Address	Century Center, 120 Doctor Martin Luther King Jr. Blvd. South Bend IN 46601	
Event Website	No website yet, but our Birth Equity & Justice St. Joseph County Facebook page is: https://www.facebook.com/BirthEquityJusticeSJC/	
Speech Topic	We refer to Dr. Joia's published works and appearances often so are comfortable with what she thinks would work best for our conference goals. What is Birth Equity? How focusing intentionally on Black infant and maternal health is necessary. Racism not Race, Racism, Classism, Genderism. How eliminating disparities lifts everyone.	
Schedule	OPTION #1 THESE ARE OUR PROPOSED TIMES. THEY ARE NOT FIRM and CAN BE CHANGED TO ACCOMMODATE DR. CREAR-PERRY's PREFERENCES. 4/13/2021 Arrive in South Bend. Private evening, invitation only event for obstetricians, midwives, family medicine providers of prenatal care, board of health, community leaders, hospital executives, elected officials. 6:30p - 7:00p Social/cocktail hour - 7:15p - 7:30p Welcome, introductions. (St. Joe County Dept of Health & Birth Equity team.) 7:30p - 8:00p Keynote (Dr. Joia Crear-Perry: Speech topic similar to her 5/18/2020 Quality Talks for National Committee for Quality Assurance, Why birth equity depends on action at structural and systemic level) 8:00p - 8:20p Q&A from audience 8:20p -8:30p wrap up 4/14/2021 CONFERENCE 8:30a - 9:00a EST Registration and continental breakfast 9:00a - 9:45a EST Welcome and introduction. Local infant mortality data and community action supporting reason for conference. 9:45a - 10:30a EST Keynote - Dr. Joia Crear-Perry 10:30a - 10:45a EST Q&A with Dr. Joia Crear-Perry, some prepared by SJC Birth Equity team and some from audience. 10:45am -11:00am EST break 11:00am - 11:50am EST Breakout session 1 11:50am - 12:00pm EST break 12:00pm - 12:50pm EST Breakout session 2 12:50pm - 1:50pm EST Lunch and programming. Planning for screening of the film "Toxic" 2:00pm - 2:50pm EST Breakout session 3 2:50pm - 3:00pm EST break 3:00pm - 3:50pm EST Breakout session 4 3:50pm - 4:00pm EST break 4:00pm - 4:30pm EST Wrap up and sending.	
Audience	OPTION #2 If Dr. Crear-Perry would prefer, we could hold the evening event the same day as the conference. Maternal child health professionals: nursing, social worker, community health worker, community based agencies, WIC, crisis pregnancy center, Federally Qualified Health Center staff, academic professionals (University of Notre Dame, Saint Mary's, Bethel College, IU Med School), office staff from prenatal care practices, hospital staff, broader community. <i>This event is open to public</i>	
Number of Attendees	Regarding above, there will be a charge for attendance. Capacity is 100-500, goal is minimum of 200. With Dr. Crear-Perry as keynote, we expect to draw from around the state and likely neighboring states.	
Dress code for Talent	Business Casual	
Past Speakers	This is our first Birth Equity conference. We expect it to be annual!	

Additional Speakers	<p>During the first 45 minutes: Founding members of Birth Equity & Justice St. Joseph County who are also currently working with NBEC on Birth Equity Assessment & Work Plan</p> <p>Sally Dixon, RN Maternal Infant Health Initiatives Coordinator at the St. Joseph County Department of Health, Marla Godette, Mentoring Moments LLC, mental health professional, and Kelli Brien, Doula, Mahogany Maternity, & DONA International.</p> <p>Other speakers are not confirmed and will be invited to give brief remarks during the opening 45 minutes. Proposed speakers may be: Indiana Department of Health Commissioner Dr. Kristina Box, who is an OB-GYN. Dr. Bunmi Okanlami who served on a birth equity panel in South Bend in Jan 2020 with Sally Dixon and Kelli Brien. https://healthscience.iusb.edu/faculty-and-staff/bunmi-okanlami.html</p> <p>Dr. Carlos Bolden, an OB-GYN hospitalist who participated in our "Conversations for Black Maternal Health Week." Here are his remarks: https://www.facebook.com/BirthEquityJusticeSJC/videos/735299043802491(beginning about minute 10:00)</p> <p>Otherwise, Dr. Crear-Perry will be the only featured national speaker.</p>
Sponsor Background	<p>The St. Joseph County (SJC) Department of Health is committed to achieving health equity in our community. In August 2020, the SJC Board of Health made a resolution naming racism as a public health crisis. In August 2019, the SJCDH FIMR Program identified systemic racism as a factor contributing to the Black infant mortality rate being over 3X higher than the white rate. In fall of 2019, the FIMR team members established Birth Equity & Justice SJC who are working with NBEC on a birth equity assessment. During the pandemic, we held a series of "Conversations for Black Maternal Health Week" which can be found on our Facebook page, and in July 2021 we held a luncheon for First Ladies and Female Clergy to raise awareness of birth inequities and our goals to eliminate them. Since the luncheon, we have scheduled presentations with our local NAACP, and a large church in an effort to incorporate a grassroots approach to our work. The Indiana Minority Health Coalition is a statewide organization based in Indianapolis. They are committed as a presenting sponsor for the conference and are engaged in health equity initiatives across the state of Indiana including work with the legislature.</p>
Event Overview	<p>The FIMR Program at the SJCDH is built on birth equity principles learned by the FIMR Coordinator through attendance at CityMatCH conferences and engagement with the appearances and writings of leaders including Dr. Joia Crear-Perry, Dr. Camara Jones, Dr. Monica McLemore, Loretta Ross, and others. Our work to raise awareness of the need to focus on eliminating inequities specifically and consistently cites the work of these individuals. While those of us who work through the FIMR program are familiar and comfortable with these concepts, we recognize that most people are not, especially in our state and community where we have the 3rd worst maternal mortality rate and 12th worst infant mortality rate in the country. Our intent is for this event to engage frontline maternal child health professionals so that they also begin to recognize their role in eliminating inequities. We seek to "shift accountability from individuals to systems." Breakout sessions will include these topics: Structural determinants of health & policy, advocacy strategies for birthing professionals; maternal mental health, implicit bias, trauma informed care, Medicaid as a barrier to care.</p>
Press Coverage	No media/press will be present at Event.
Recording Requests	This Event will not be recorded.
Payment Terms	<p>50% deposit due upon signing of sponsor agreement.</p> <p>50% balance due 3 weeks before event.</p>
Additional Requests	Sponsor requests one pre-event call at a mutually agreed upon date/time.
Cancellation	If Sponsor cancels the Event more than sixty (60) days prior to the Date of the Event, Sponsor shall pay 50% of the Fee. If such notice is received sixty (60) days or less prior to the Date of the Event, the entire Fee shall be due and payable immediately. Sponsor shall also pay or reimburse Agency for any Event-related expenses reasonably incurred by Talent prior to termination.
Taxes & Duties	Sponsor is solely responsible for all duties, fees and taxes assessed or levied by any taxing authority or country, including but not limited to excise taxes, value added taxes, sales taxes, or other charges, taxes, or fees of any kind. If Sponsor is required to withhold state income tax on behalf of Talent, that amount shall be added to the total Talent honorarium, resulting in the total Honorarium paid to Agency the same amount as agreed to on the face of this Agreement.
Promotion of Event	Sponsor will not promote or publicize appearance until Sponsor Agreement has been fully executed and deposit has been paid.

I, the undersigned, understand this Firm Invitation is a legally binding offer; This Firm Invitation shall remain in full force and effect for no less than ten (10) business days. If the Firm Invitation has not been accepted by the 10th business day, the Sponsor may elect to rescind this Firm Invitation by providing written notice at least 48-hours prior to offer expiration.

I understand that upon acceptance this Firm Invitation represents a binding contract. Additionally, once the Sponsor is given confirmation of Talent's acceptance, the Sponsor is obligated to abide by the following Cancellation language: If Sponsor cancels this agreement more than sixty (60) days prior to the event date Sponsor shall pay 50% of the Talent's Honorarium. If such notice is received sixty (60) days or less prior to event date, the entire Honorarium shall be due and payable immediately.

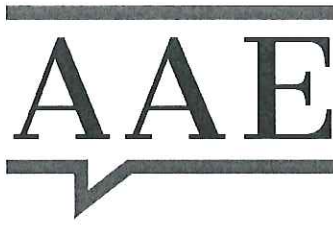
I am authorized to sign this Firm Invitation on behalf of Sponsor.

ELECTRONIC SIGNATURE CONFIRMED

Signatory: Amy Ruppe, Manager, Finance

Date: 10/5/2021 12:01pm

IP Address: 38.123.94.139



Agreement Addendum

RE: Joia Crear-Perry engagement

This document shall serve to amend the *Sponsor Agreement* dated October 12, 2021 between St. Joseph County Department of Health South Be3nd Indiana ("Sponsor") and AAE Holdings Inc. d/b/a All American Entertainment ("Agency") for services of Joia Crear-Perry ("Talent").

Whereas, the Event will still take place on Wednesday, April 13, 2022 – Thursday April 14, 2022.

Whereas, the Location is now Virtual.

Whereas, the Venue / Address is now Virtual via Zoom.

Whereas, the Schedule is updated to the below:

4/13/2022:

5:00 pm ET: Tech-Check Dr. Perry

7:00 pm - 7:30 pm ET: Welcome, introductions. (St. Joe County Dept of Health & Birth Equity team)

7:30 pm - 8:00 pm ET: Keynote (Dr. Joia Crear-Perry: Speech topic similar to her 5/18/2020 Quality Talks for National Committee for Quality Assurance, Why birth equity depends on action at structural and systemic level)

8:00 pm - 8:15pm ET: Audience Q&A

8:15 pm - 8:30 pm ET: Wrap-Up

4/14/2022:

9:00 am - 9:45 am ET: Welcome and introduction. Local infant mortality data and community action supporting reason for conference.

9:45 am - 10:30 am ET: Keynote - Dr. Joia Crear-Perry

10:30 am - 10:45 am ET: Q&A with Dr. Joia Crear-Perry, some questions prepared by SJC Birth Equity team and some from audience.

Whereas, Virtual Event Details have been added as follows:

Talent will participate in livestreamed Event from her home/office via Zoom. Talent grants Sponsor permission to transmit a secure, password protected live video stream of the Event to virtual attendees only. The live stream must be encrypted so it cannot be copied or downloaded. It is Sponsor's sole responsibility to ensure that appropriate web security measures are in place.

Whereas, the Honorarium is now inclusive of expenses.

Talent has agreed to pay Sponsor's virtual expenses of \$2,664.50. Sponsor will also receive a refund of the \$500 Travel and Expenses Buyout + the \$400 Origin Ground Stipend + the \$200 Meals & Incidentals Stipend for a total refund back to Sponsor of \$3,764.50.

5790 Fayetteville Rd., Ste. 200
Durham, NC 27713

T 919-403-7004
F 919-882-9497

www.allamericanentertainment.com



All other terms of the *Sponsor Agreement* shall stand as this Addendum does not replace the original *Sponsor Agreement*.

Please sign and return a copy of this document. Once signed by both parties, this Addendum becomes a legal amendment to the original *Sponsor Agreement*.

St. Joseph County Department of Health
South Bend Indiana

By: [Signature]
Title: President
Date: 4-19-22

All American Entertainment

By: [Signature]
Title: President
Date: 4/26/22

QUIETUS/RECEIPT

(Rev. 1989)

October 26, 2021

Receipt No: **160253**

Issued To: SJC HEALTH

Total: *******25,000.00****Twenty Five Thousand and No/100 dollars**

On Account Of: IMHC

Comment:

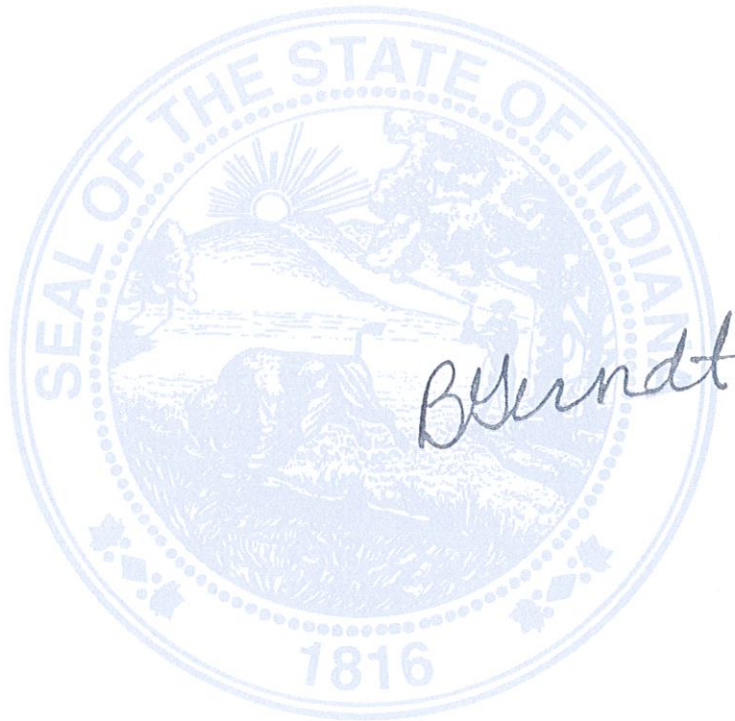
SPONSORSHIP FOR CONFERENCE 4/13-14/22 Payment Types: 25,000.00 Check

CK 13082

Bank: 007 1ST Source General Account

Project:

Amount	Budget Account Code	Fund Description	Account Description	Notes:
25,000.00	1159.06400.000.0055	County Health Department	Donations	



Auditor, St. Joseph County, Indiana

Payee-White

Treas-Yellow

Treas-Pink

Printed by User ID: KB on 10/26/2021 02:40:41 pm

115238 dba All American Entertainment

Bank: 008

Check Date: 10/19/2021 Check: **818451**

PO	Budget Account Code	Invoice Date	Invoice	Comment	Amount
188377 C	1159.33368.000.0055	10/21/2021	142401-102221		10,600.00
					<hr/> 10,600.00

818451

10/19/2021

Pay exactly Ten Thousand Six Hundred and No/100 dollars

\$10,600.00

dba All American Entertainment
AAE Holdings, Inc
5790 Fayetteville Rd
STE 200
Durham NC 27713-9089

Copy
Non-negotiable

115238 dba All American Entertainment

Bank: 008

Check Date: 02/15/2022 Check: **824375**

PO	Budget Account Code	Invoice Date	Invoice	Comment	Amount
191670 C	1159.33368.000.0055	10/12/2021	142401-032322		10,000.00
					<hr/> 10,000.00

824375

02/15/2022

Pay exactly Ten Thousand and No/100 dollars

\$10,000.00

dba All American Entertainment
AAE Holdings, Inc
5790 Fayetteville Rd
STE 200
Durham NC 27713-9089

Copy
Non-negotiable

QUIETUS/RECEIPT

May 4, 2022

Receipt No: **162642**

Issued To: AAE HOLDINGS INC

Total: \$*****3,764.50

Three Thousand Seven Hundred Sixty Four and 50/100 dollarsOn Account Of: DR JOIA CREAR PERRY REFUND
CK# 62425151Payment Types: 3,764.50 Check
Comment:

Bank: 007 1ST Source General Account

Project:

Amount	Budget Account Code	Fund Description	Account Description	Notes:
3,764.50	1159.05600.000.0055	County Health Department	Refunds	



Auditor, St. Joseph County, Indiana

Payee-White Treas-Yellow Treas-Pink

Printed by User ID: KB on 05/02/2022 04:17:23 pm