

HEALTH FIRST INDIANA
CORE PUBLIC HEALTH SERVICES AGREEMENT

THIS CORE PUBLIC HEALTH SERVICES AGREEMENT (“Agreement”) is entered into by and between the Boys & Girls Clubs of La Porte County, INC (“Service Provider”) and the La Porte County Health Department (“LPCHD”).

WITNESSETH:

WHEREAS, La Porte County Board of Commissioners must approve all contracts brought forth by LPCHD utilizing Health First Indiana (“HFI”) funds in La Porte County, Indiana;

WHEREAS, Boys & Girls Clubs of La Porte County, Inc. is providing a student healthy lifestyle program to the citizens in La Porte County, Indiana;

WHEREAS, LPCHD is a government agency providing core public health services to the citizens of La Porte County, Indiana (“Patients”);

WHEREAS, all parties are desirous of entering into this Agreement to promote and protect the health and wellbeing of the citizens of La Porte County;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. **Purpose.** That the LPCHD agrees to provide financial support to ensure the successful implementation of the HFI to Service Provider for the purpose of ensuring core public health services are provided to Patients.
2. **Services.** The Service Provider agrees to deliver the following core public health services (“Services”):
 - Student Health
3. **Funding Request.** Service Provider shall apply for funding each year. Funding granted this year does not guarantee future funding.
4. **Reporting.** Service Provider shall submit quarterly reports to LPCHD in the form attached hereto as Appendix B (“Student Health”). Completed forms are due by June 30th, September 30th, 2025 and final report of 2025, no later than December 31st, 2025. Service Provider shall also provide additional reporting information as reasonably requested by LPCHD.
5. **Payment.** The Service Provider agrees that monetary payments will be allocated towards delivery of the Services. Funding for the Services shall be delivered as follows:

- Total compensation shall be \$115,797.51;
- Service Provider shall receive 2 payments of \$57,898.75 towards core health service listed in #2;
- Payments equaling \$115,797.51 may be made if Service Provider can provide data on the Appendix B form.

6. Fee Schedule and Billing. Service Provider shall submit an invoice to LPCHD. LPCHD shall remit payment to Service Provider within forty-five (45) days of receipt of said invoice.

7. Term and Termination.

7.1 Term. This Agreement shall be effective upon being signed by the Parties (“Effective Date”). The initial term of this Agreement shall commence on the Effective Date and continue until December 31st, 2025.

7.2 Termination. Notwithstanding the foregoing, either party may terminate this Agreement at any time with or without cause, by giving the other party thirty (30) days’ written notice, which notice shall specify the effective date of termination. Upon termination, Service Provider shall be compensated for work performed in furtherance of the Services, not to exceed to the total compensation, or shall reimburse the LPCHD for monies received under this Agreement but not yet expended in furtherance of the Services, as of the date of termination.

8. Miscellaneous.

8.1. HIPAA Compliance. The parties agree they will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) (“HIPAA”). If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

8.2. Administration. Each party shall remain responsible for its own administration, financing, staffing, supplies and budget for the Services. The parties shall not jointly acquire, hold, or dispose of real or personal property under the terms of this Agreement. The parties acknowledge and agree that the purpose of this Agreement is not to induce any referrals or to otherwise generate any business between the parties, but instead to contract for commercially reasonable and legitimate services.

8.3. Non-Discrimination. All Services provided under this Agreement shall be provided without regard to race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such Screening Services. The parties agree to comply with all applicable laws prohibiting discrimination.

8.4. Indemnification of Health Department. Awardee/Service Provider shall protect, defend, hold harmless, and indemnify LPCHD from and against any and all claims, suits, actions, damages, liabilities, expenses of any kind or character (including, but not limited to, attorney's fees as well as costs and expenses incurred in the investigation, defense, or settlement of any claims covered by this indemnity) that LPCHD may suffer, incur, or be threatened with by reason of any actual or alleged loss, injury, or damage to any person, entity, or property rising out of or in connection with Awardee's/Service Provider's provision, or failure to provide, services while associated or otherwise affiliated with LPCHD. Awardee/Service Provider agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred regarding Awardee's/Service Provider's providing, or failure to provide, services while associated or otherwise affiliated with LPCHD. It is expressly intended that such indemnification and hold harmless obligation shall extend to and include attorney fees and costs incurred by the participation by the LPCHD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Awardee/Service Provider.

8.5. Notices. All notices, records, reports or correspondence between the parties shall be sent to the following locations:

LPCHD:
La Porte County Health Department
809 State ST, STE 401 A
La Porte, IN 46350

Boys & Girls Clubs of La Porte County, Inc.
ATTN: Michelle Shirk
321 Detroit Street
Michigan City, IN 46360

8.6. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

8.7. Amendments. This Agreement may not be amended or modified unless mutually agreed upon in a writing signed by an authorized representative of each party.

8.8. Severability. In the event any provision(s) of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason by a Court of competent jurisdiction, such remaining provision(s) shall remain in full force and effect to the extent permitted by law.

8.9. Nonwaiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any

breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8.10. Governing Law. This Agreement has been executed under and shall be governed by the laws of the State of Indiana, without regard to conflict of law principles.

8.11. Funding Limitations. In accordance with the Indiana General Assembly's recent enactment of HEA 1427, Core public health service funding may only be used for Indiana residents who are lawfully present in the United States. (I.C. 16-46-10-3(f)).

8.12. Savings Clause. Notwithstanding any term contained herein, this Agreement shall not be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any local, State or Federal statute, regulation, ordinance or resolution, the latter shall prevail, but in the event of such conflict, the provisions of this Agreement affected shall be limited or applied, if possible, only to the extent necessary to be valid and enforceable to the maximum extent possible.

8.13. Dispute Resolution. The parties expressly agree that any dispute concerning this Agreement, or the performance of any of its terms, shall first be reasonably attempted in good faith to be resolved informally. The parties expressly agree that, upon written request of any party, such dispute shall be submitted to mediation within the State of Indiana whereby the parties shall attempt in good faith to resolve such dispute. If such medication does not resolve such dispute, either may commence litigation and hereby agree exclusive jurisdiction and venue of any dispute shall be in the La Porte County Superior or Circuit Court.

[Signature page follows]

HEALTH FIRST INDIANA
CORE PUBLIC HEALTH SERVICES AGREEMENT
Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as their official act by their respective representative(s) on the dates set out below, each of whom is duly authorized to execute the same.

**LA PORTE COUNTY BOARD OF
COMMISSIONERS**

**AWARDEE: Boys & Girls Clubs of
La Porte County, Inc.**

Connie Gramarossa, President

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Appendix A

Sandra Deausy, M.D.
Health Officer
Amanda J. Lahners, REHS/RS
Director



Health First La Porte County Funding Application for 2025

Organization Name: Boys & Girls Clubs of La Porte County

Mailing Address: 321 Detroit Street City: Michigan City ZIP: 46360

Telephone: (219) 873-2298 Website: www.bgclpc.org

EIN: 35-1992851 Federal Tax ID: 35-1992851

Authorizing Official: Michelle Shirk Title: Chief Executive Officer

Grant Contact: Michelle Shirk Title: Chief Executive Officer

Grant Contact Phone: (219) 873-2298 email: mshirk@bgclubmc.org

Name of Proposed Project: BGCLPC 2025 Healthy Lifestyles Programming Expansion

Amount Requested: \$115,797.51

Primary Core Public Health Service to be provided: (check all that apply)

- | | | | |
|--------------------------|----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | Tobacco Prevention and Cessation | <input type="checkbox"/> | Chronic Disease Prevention and Reduction |
| <input type="checkbox"/> | Maternal and Child Health | <input checked="" type="checkbox"/> | Student Health |
| <input type="checkbox"/> | Trauma and Injury Prevention | <input type="checkbox"/> | Access to and Linkage to Clinical Care |
| <input type="checkbox"/> | Immunizations | | |

Appendix B

Student Health

Boys & Girls Clubs of La Porte County, Inc

ACTIVITY _____

Start Date: ___/___/___ Stop Date: ___/___/___ Number of Unique People Served: _____

Programming

Number of children participating in nutrition and physical activity education _____

Number of children participating in Game Changers programming _____

Number of children participating in SMART Moves:Core programming _____

Number of children participating in Botvin LifeSkills training _____

Other Services

Type of other service: _____

Number of people receiving other services _____