

**HEALTH FIRST INDIANA**  
**CORE PUBLIC HEALTH SERVICES AGREEMENT**

THIS CORE PUBLIC HEALTH SERVICES AGREEMENT (“Agreement”) is entered into by and between the Franciscan Health Foundation, 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, Franciscan Health Foundation, Inc., is providing prenatal assistance 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”):
  - Maternal and Child Health
  - Access to and Linkage to Clinical Care
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 30<sup>th</sup>, September 30<sup>th</sup>, 2025 and final report of 2025, no later than December 31<sup>st</sup>, 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 \$51,653;
  - Service Provider shall receive 2 payments of \$25,826.50 towards core health service listed in #2;
  - Payments equaling \$51,653 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 31<sup>st</sup>, 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 in the performance of this Agreement. 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

Franciscan Health Foundation, Inc.  
ATTN: Marcia Saunders  
3510 Park Place West  
Mishawaka, IN 46545

**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. 16-46-10-2(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: Franciscan Health  
Foundation, INC.**

\_\_\_\_\_  
Connie Gramarossa, President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

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



### Health First La Porte County Funding Application for 2025

Organization Name: Franciscan Health Foundation, Inc.  
Mailing Address: 3510 Park Place West, Mishawaka IN 46545  
Phone: 574-273-5685 Office: 269-816-4955 Cell  
Website: [www.franciscanhealthfoundation.org](http://www.franciscanhealthfoundation.org)  
EIN: 35-1955283 Federal Tax ID: 35-1955283  
Authorizing Official: Gregory Pantale Title: Director of Grant Administration  
Grant Contact: Marcia Saunders Title: Grants Manager  
Contact Phone: 574-273-5685 Email: [marcia.saunders@franciscanalliance.org](mailto:marcia.saunders@franciscanalliance.org)

Name of Proposed Program: Franciscan Health Prenatal Assistance Program  
Amount Requested: \$ 51,653

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

	Tobacco Prevention and Cessation		Chronic Disease Prevention and Reduction
X	Maternal and Child Health		Student Health
	Trauma and Injury Prevention	X	Access to and Linkage to Clinical Care
	Immunizations		

## Appendix B

### MATERNAL AND CHILD HEALTH

#### Franciscan Health Prenatal Assistance Program

##### ACTIVITY

Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Stop Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Number of Unique People Served: \_\_\_\_

Description of activity: \_\_\_\_\_

Stakeholders Engaged with this Activity: \_\_\_\_\_

##### PRENATAL SERVICES (up to time of delivery)

Number of pregnancy tests provided \_\_\_\_\_

Number of women referred to prenatal care \_\_\_\_\_

Number of women provided prenatal services - Vitamins \_\_\_\_\_

Number of women provided prenatal services - Syphilis testing \_\_\_\_\_

Number of women provided prenatal services - HIV testing \_\_\_\_\_

Number of women provided prenatal services - Hepatitis C testing \_\_\_\_\_

Number of women provided prenatal services - Chlamydia testing \_\_\_\_\_

Number of women provided prenatal services - Gonorrhea testing \_\_\_\_\_

Number of women provided prenatal services - Nutrition Education \_\_\_\_\_

Number of women provided prenatal services - Nutrition Support \_\_\_\_\_

Number of women provided prenatal services - Mental Health/Substance Use Disorder Services \_\_\_\_\_

Number of women provided prenatal services - Clinical Care (healthcare provider, such as physician nurse practitioner, clinic, midwife) \_\_\_\_\_

Number of women provided prenatal services - Immunizations, such as RSV and Tdap \_\_\_\_\_

Number of women provided prenatal services - Other Prenatal services \_\_\_\_\_

Number of women referred to My Healthy Baby \_\_\_\_\_

Number of women provided mental health/substance use disorder services \_\_\_\_\_

Number of women referred to health/substance use disorder services \_\_\_\_\_

### **POSTPARTUM SERVICES (following delivery)**

Number of women referred to postpartum care \_\_\_\_\_

Number of women provided postpartum services - clinical care (healthcare provider, such as physician, nurse practitioner, clinic) \_\_\_\_\_

Number of women provided postpartum services - mental health/substance use disorder services \_\_\_\_\_

State the postpartum services provided to women: \_\_\_\_\_

Number of women provided mental health/substance use disorder services \_\_\_\_\_

Number of women referred to health/substance use disorder services \_\_\_\_\_

Number of women referred to breastfeeding education or support \_\_\_\_\_

Number of women provided breastfeeding education or support \_\_\_\_\_

Number of families referred to pediatric care \_\_\_\_\_

Number of people provided with parenting classes/education \_\_\_\_\_

Number of families referred to childcare assistance (such as CCDF program) \_\_\_\_\_

### **HEALTH AND SAFETY SERVICES**

Number of people receiving child car safety seats \_\_\_\_\_

Number of child car safety seats provided \_\_\_\_\_

Number of car safety seat inspections provided \_\_\_\_\_

Number of people provided safe sleep education \_\_\_\_\_

Number of people receiving sleep sacks \_\_\_\_\_

Number of cribs provided by LHD or partner \_\_\_\_\_

Number of handle-with-care alerts issued \_\_\_\_\_



Number of women and children referred for active domestic violence assistance	_____
Number of women and children provided safe, anonymous transport to shelter for victims of domestic violence and interim care/assistance provided	_____
Number of women and children referred for assistance with physical and mental health recovery from domestic violence	_____
Number of period products distributed	_____

## COMMUNITY ASSISTANCE

Number of people referred to substance use disorder treatment/support	_____
Number of people referred to/provided care through Mobile Integrated Health	_____
Number of referrals to housing supports or resources	_____
Number of families provided with utility/rent assistance	_____
Number of families screened or referred to developmental services, such as First Steps	_____
Number of people receiving life skills courses	_____
Number of families receiving home visiting services, such as a home visiting program	_____
Number of families referred to home visiting services, such as a home visiting program	_____
Number of youth and parent cafes hosted	_____
Number of families referred to an insurance navigator or Medicaid	_____

## CONTRACEPTION/STIs

Number of people provided contraceptive education	_____
Number of women tested for STI/HIV	_____
Number of women referred to STI/HIV treatment	_____
Number of women treated for STI/HIV	_____

## FOOD AND NUTRITION

Number of women referred to WIC	_____
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Number of families referred or connected to local food pantries

\_\_\_\_\_

**OTHER SERVICES**

Type of other service:

\_\_\_\_\_

\_\_\_\_\_

Number of people receiving other services

\_\_\_\_\_

# ACCESS AND LINKAGE TO CLINICAL CARE

## Franciscan Health Prenatal Assistance Program

### ACTIVITY

Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Stop Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Number of Unique People Served: \_\_\_\_

Description of activity: \_\_\_\_\_

Stakeholders Engaged with this Activity: \_\_\_\_\_

### SCREENING AND REFERRALS

Number of people screened for high blood pressure through LHD or partners \_\_\_\_\_

Number of people identified with undiagnosed high blood pressure through LHD or partners \_\_\_\_\_

Number of people screened with a hemoglobin A1c through LHD or partners \_\_\_\_\_

Number of people identified with elevated hemoglobin A1c \_\_\_\_\_

Number of people screened for diabetes risk factors through LHD or partners \_\_\_\_\_

Number of people referred to or enrolled in a diabetic prevention program \_\_\_\_\_

Number of people referred to or enrolled in a diabetes self-management education support program \_\_\_\_\_

Number of people screened for high cholesterol through LHD or partners \_\_\_\_\_

Number of people identified with high cholesterol \_\_\_\_\_

Number of people screened for cancer through LHD activity (breast, colon cancer, etc.) \_\_\_\_\_

Number of people screened for BMI \_\_\_\_\_

Number of people referred to a weight treatment or obesity prevention program \_\_\_\_\_

Number of people identified as having a BMI over 30 \_\_\_\_\_

Number of individuals with asthma who receive an in-home trigger assessment \_\_\_\_\_

Number of people referred for chronic disease preventative care \_\_\_\_\_

Number of people referred for cancer screening \_\_\_\_\_

Number of people provided for cancer screening \_\_\_\_\_

### **SCREENING AND REFERRALS (Continued)**

Number of people screening positive for food insecurity \_\_\_\_\_

Number of people referred to a food assistance program \_\_\_\_\_

Number of people referred to the IDOH Breast and Cervical Cancer Program \_\_\_\_\_

### **PROGRAMMING**

Number of adults participating in nutrition and physical activity education programming \_\_\_\_\_

Number of cancer survivorship related services provided (smoking cessation resources, cancer support groups, respite opportunities for care givers) \_\_\_\_\_

### **OTHER SERVICES**

Type of other service: \_\_\_\_\_  
\_\_\_\_\_

Number of people receiving other services \_\_\_\_\_