HEALTH FIRST INDIANA MARION COUNTY AWARD AGREEMENT

This award agreement (Agreement) for the delivery of Core Public Health Services (CPHS) is entered into by and between The Health and Hospital Corporation of Marion County, Indiana ("HHC") d/b/a Marion County Public Health Department ("MCPHD") with its office at 3838 North Rural Street, Indianapolis, IN 46205 and From The Ground Up Foods. ("Awardee") with principal offices at 922 N. Bancroft St., Indianapolis, IN 46201.

1.0 TERM

The term of this Agreement begins September 23, 2026, and ends September 23, 2027.

2.0 SERVICES

Awardee shall provide the CPHS as described in Attachment A-Scope of Services.

3.0 BUDGET AND PAYMENT ARRANGEMENTS

The award for the CPHS shall be $94,980.00 as described in Attachment B-Budget. The award shall be used exclusively in accordance with the provisions contained in this Agreement. Awardee shall submit monthly invoices with the appropriate documentation.

MCPHD has a right to retain final payments if the CPHS award Agreement is not followed by Awardee. The final claim shall be sent to MCPHD no later than 30 days after termination of this Agreement. Awardee shall provide a current, valid IRS Form W-9. Payments will be directed to the entity and address indicated on IRS Form W-9. Awardee shall provide a current, valid certificate of insurance. MCPHD reserves the right to request additional documentation to support invoices. All documentation related to invoices should be maintained for three years after the Agreement end date, and such documentation must be made available to MCPHD upon request.

4.0 INDEPENDENT CONTRACTOR

The parties are at all times independent contractors, and neither party will be considered an agent, servant, partner, or employee of the other party. It is established that Awardee is not an employee of MCPHD. Awardee understands and agrees that MCPHD will provide no employment-related benefits pursuant to this Agreement and that Awardee shall have no claim against MCPHD for any social security, worker's compensation, disability unemployment, vacation, or health benefits. Awardee shall secure and keep in force during the term of this Agreement insurance coverage, covering the Awardee for any and all claims of any nature which may, in any manner, arise out of or result from Awardee's performance under this Agreement. Awardee shall obtain and maintain worker's compensation coverage meeting all the statutory requirements of IC § 22-3-2.

5.0 FINANCIAL REPORTING

Awardee shall be responsible for all financial record keeping and reporting as well as for any state, federal or local income tax reporting and payment, and any other tax-related reporting and payment, pertaining to any and all income earned during the term of Agreement.

6.0 INSURANCE

Awardee shall, as a condition precedent to this Agreement, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect MCPHD from claims that may arise out of or result from Awardee's operations under this Agreement, whether such operations be by Awardee by anyone directly or indirectly employed by any of them or by anyone directly for whose acts any of them may be liable:

Type of Insurance	Minimum Required Coverage
Worker's Compensation Employer's Liability	Statutory (as defined by the Indiana Worker's Compensation Statute) $1,000,000 each accident $1,000,000 policy limit $1,000,000 each employee
General Liability (including Contractual)	$1,000,000 per Occurrence / $2,000,000 in the aggregate (includes Property Damage/ Bodily Injury, Products – Completed Operations, Personal & Advertising Injury
Automobile Liability (including owned & nonowned)	$1,000,000 Combined Single Limit
Excess/Umbrella over General Liability, Employers Liability, Auto Liability	$1,000,000
Cyber Insurance including Privacy Notification and Response Expenses	$1,000,000 for general service providers; or $5,000,000 for service providers that are considered technology vendors or Business Associates
Institution as Additional Insured	Awardee will add The Health and Hospital Corporation of Marion County, its officers, agents and employees, as an additional insured under the commercial general and automobile liability policies.

7.0 INDEMNIFICATION

Awardee agrees to indemnify, defend, and hold harmless MCPHD, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses

caused by any negligent or wrongful act or omission nor breach of any provision of this Agreement by Awardee or any of its officers, agents, or employees regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

8.0 NOTICE

Any notice or other correspondence required to be sent under this Agreement shall be sent to:

Awardee:	**MCPHD:**
From The Ground Up Foods 922 N. Bancroft St. Indianapolis, IN 46201 Attn: Autumn Lowry Office: (317) 459-3847 Email: autumn1lowry@gmail.com	Marion County Public Health Department 3838 North Rural St. Indianapolis, IN 46205 Attn: Virginia A. Caine, M.D. Office (317) 221-2310 Fax (317) 221-2307 Email: vcaine@marionhealth.org

9.0 CONFLICT OF INTEREST

No officer, employee, or agent of MCPHD or Awardee or any other party who has any function or responsibility in connection with the planning or execution of this Agreement shall have any personal financial interest, direct or indirect, in this Agreement, or receive any benefit from it, other than regular employment or fees as agreed upon.

10.0 NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Awardee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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. Breach of this covenant may be regarded as a material breach of the Agreement.

11.0 FORCE MAJEURE

Neither party will be liable for failure or delay in performing its obligations under this Agreement if such failure or delay results from any act of God, act of war, civil unrest, labor strike, riot, fire, flood, earthquake, epidemic, act of governmental authorities, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence) ("Force Majeure"). If, due to Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such party will give notice and complete details of such Force Majeure in writing to the other party within a reasonable time after occurrence of such Force Majeure. The contractual obligations of the

party giving such notice will be suspended (a) while such party is unable to perform, but for no longer period and (b) only to the extent such party is unable to perform due to the reported Force Majeure. Furthermore, such party will endeavor to remove or overcome such inability to perform with all reasonable dispatch.

12.0 TERMINATION

This Agreement may be terminated by MCPHD upon giving thirty days written notice to the other party. Upon receipt of a proper accounting of services rendered up to the termination date, MCPHD shall be liable to pay for services rendered through that date. Further, this Agreement may be terminated by MCPHD in the event of nonappropriation by its governing body or the State of Indiana.

13.0 HIPAA COMPLIANCE, CONFIDENTIALITY OF INFORMATION

If this Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Awardee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 regarding use and disclosure of Protected Health Information. Awardee understands and agrees that data, materials, and information disclosed to Awardee may contain confidential and protected information. Awardee covenants that data, material, and information gathered, based upon or disclosed to Awardee for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of MCPHD.

14.0 COMPLIANCE WITH E-VERIFY PROGRAM

As required by IC §22-5-1.7, by signing this Agreement, Awardee swears or affirms under the penalties of perjury that Awardee does not knowingly employ an unauthorized alien. Awardee further agrees that Awardee shall enroll in and verify the work eligibility status of its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Awardee shall not knowingly employ or contract with an unauthorized alien. Awardee shall not retain an employee or contract with a person that Awardee subsequently learns is an unauthorized alien.

15.0 APPLICABLE LAWS; FORUM

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable ordinances of HHC. Suit, if any, shall be brought in the State of Indiana, County of Marion.

IN WITNESS THERETO, the parties have executed this Agreement.

AWARDEE

_____
Autumn Lowry
Owner/Operator
From the Ground Up Foods

_____
Date

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY

_____
Virginia A. Caine, MD Date
Director and Chief Medical Officer
Marion County Public Health Department

_____
Paul T. Babcock Date
President/CEO
Health and Hospital Corporation of Marion County

Attachment A - Scope of Work

Core Public Health Service Priorities

- Chronic Disease Prevention

Objectives

- Increase access to healthy community spaces and promote physical fitness in zip codes 46205, 46218, 46219, 46226.
- Prevent chronic disease by promoting physical activity, mental wellness, and stress management.
- Implement evidence-based activities and tailored interventions for families.
- Serve at least 500 families through wellness programs and community fitness events, with 40+ annual workshop participants.

Project Work Activities:

- Host two 6-week wellness program cohorts using nature-based fitness, stress management, and nutrition interventions.
- Organize and coordinate a community 5K run/walk in the fall in partnership with Faith, Hope, and Love International (FHL) to support physical fitness and chronic disease prevention.
- Utilize the walking trail at From the Ground Up Foods farm and highlight the new connected walking path from the Indygo Purple Line, down to Eskenazi's new walking trail, and around Indy Fresh Market.
- Identify and recruit additional event sponsors along the trail.
- Leverage rest areas along the walking path for community engagement and wellness messaging.
- Develop ongoing outreach, recruitment, and partnerships.

Deliverables:

- Baseline and post-program health measures: A1C, BMI, self-report surveys for wellness programs.
- Documentation of event planning, promotion, partnership agreements, and attendance.
- Event day documentation: participant counts, attendance by zip code, walk completion data, and satisfaction surveys.
- Quarterly and annual reports: event counts, attendance by zip code, health outcomes, and satisfaction surveys.

    - All reports are to be sent to HFI@marionhealth.org

Timeline

- **Start Date:** September 23, 2026
- **End Date:** September 23, 2027

Key Milestones:

Quarter 1:

- Staff hiring, program prep, begin event planning with FHL partners, confirm sponsors.

Quarter 2:

- launch spring wellness cohort, finalize event logistics, market event to target zip codes, recruit participants and sponsors. Start data collection.

Quarter 3:

- Host run/walk event in June 2027, collect participant health and satisfaction data, prepare for fall wellness cohort.

Quarter 4:

- Complete fall wellness program, analyze 5K impact data, submit final reports and evaluations

Reporting and Evaluation

- Quarterly Reports
- Final project report detailing successes and challenges
- **Quarterly Reports:**
  - Number of programming events, including the date, locations, and any handouts or incentives distributed.
  - Number of participants.
  - Number of individuals served per zip code.
  - A brief but detailed description of the programming activities provided and the outcomes.
  - Core service tracker items and key performance indicators for success in the core public health service area addressed by the proposal.
- **Final Project Report:**
  - Summarize information from quarterly reports.
  - Evaluate overall project successes, including improved health outcomes, and increased health literacy.
  - Assess success in core public health service priorities: Chronic Disease Prevention
  - Identify barriers and challenges encountered during the project.
  - Provide recommendations for future programming.
- **Evaluation Criteria:**
  - Improved health outcomes.
  - Increased health literacy.
  - Success in core public health service priorities: Chronic Disease Prevention
  - Collect and compare health data, attendance, and satisfaction pre/post wellness programs.
  - Track event metrics: participant attendance by zip code, completion rates, demographic reach, and post-event satisfaction and health outcomes.
  - Survey participants and partners for outcome assessment and improvement planning.

Attachment B-Budget

Category	Requested Amount
Personnel ● Personnel: $39,000 (farm workers, event coordination)	$39.000.00
Fringe ● Fringe: benefits	$2,000.00
Equipment ● Equipment: health monitors, fitness app, event sound system, signage, participant supplies, farming equipment	$9,800.00
Supplies ● Supplies & Indirect: marketing materials, race bibs, signage, incentives ($15 gift cards), packaging, natural plant-based samples	$5,000.00
Contractual ● Contractual Services: fitness coach, wellness facilitators, event logistics coordinator, herbal practitioners	$16,582.00
Other ● Other Costs: $10,600 (sponsor coordination support, contracted partnerships, trail maintenance/preparation, water stations) ● Program Creation Fee: $3,500 (setup, training, project management) ● *initial development, setup, and customization work necessary to make a new program ready to deliver services or outcomes. Key components often justified in this fee include project planning, staffing, initial materials, and essential infrastructure investments.* ● Administrative/Indirect: $8,498.00 (utilities, overhead---10% of direct costs)	$22,598.00
Total Project Costs	$94,980.00