

## **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 Trustees of Indiana University (“Awardee”) with principal offices at Office for Research Administration, 509 E 3<sup>rd</sup> St, Bloomington, IN 47401-3654.

### **1.0 TERM**

The term of this Agreement begins July 1, 2025, and ends July 1, 2026.

### **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 \$359,994 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 \$2,000,000 for service providers that are considered technology vendors or Business Associates

## **7.0 INDEMNIFICATION**

To the extent permitted by state law, 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:**

Trustees of Indiana University Office for Research Administration 509 E 3 <sup>rd</sup> St Bloomington, IN 47401-3654 Attn: Director of Research Contracting Office: (317) 278-3473 Email: iuaward@iu.edu	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
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## **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.

### **TRUSTEES OF INDIANA UNIVERSITY**

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Nicole Hague  
Senior Contract Officer II

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Date

IU reference: 00858724/N225318

**THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY**

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

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

## **Attachment A - Scope of Work**

### **Core Public Health Service Priorities**

- Maternal and Child Health

### **Objectives**

1. Build capacity to educate mothers and other community partners about a new group care well baby visit and health education pilot program.
  - a. The Awardee and community partners will identify and train 4 community-owned resource champions on evidence-based infant health education and health promotion messages, based on the AAP Bright Futures Toolkit.
  - b. Implement the Baby Village initiative using the approach of three meeting slots for families with infants of a particular age on different days and times in a particular month.
  - c. Baby Village partners will conduct a simulated “mock” meeting session, with 2-3 volunteer families, in 2025-26. The purpose of this mock simulation is to uncover potential barriers, challenges, and pain points related to the Baby Village implementation strategy, and have time to ameliorate those potential issues, prior to real-world engagement with actual Baby Village program participants.

### **Project Work Activities:**

1. Identify and train four community-owned resource champions on evidence-based infant health education and health promotion messages.
2. Baby Village partners will conduct a simulated “mock” meeting session, with 2-3 volunteer families to uncover potential barriers, challenges, and pain points related to the strategy and have time to improve potential issues, prior to real-world engagement with the actual healthy baby program participants.
3. The Awardee and community partners will facilitate participation of the Baby Village Champions as co-Facilitators at monthly meetings for expecting mothers.

### **Deliverables:**

- Develop a promising practice that involves identifying and training four healthy baby champions.

### **Timeline**

- **Start Date:** July 1, 2025
- **End Date:** July 1, 2026
- **Key Milestones:**
  - **Months 1 - 3:**
    - Establish staffing needs and community partnerships.
    - Identify and train four community Baby Village champions
  - **Months 4 - 11:**
    - Develop evidenced-based educational materials, health promotion messages, and community resources.
    - Ensure and test all materials for different populations including fathers and lower literacy audiences)
    - Host a dissemination workshop and stakeholder meeting.
    - Host monthly meetings with all community partners.

- **Month 12:**
  - Complete all planned project activities.
  - Analyze data collected throughout the project to assess impact.
  - Evaluate final outcomes and prepare end-of-year reports.

### **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 success, including improved health outcomes and increased health literacy.
- Access success in core public health service priorities.
- 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: Maternal and Child Health.

### Attachment B-Budget

Category	Requested Amount
Personnel Fractional salary of project director, physician, technical advisor, epidemiologist, project coordinator	\$87,687.00
Fringe Fractional salary of project director, physician, technical advisor, epidemiologist, project coordinator	\$32,326.00
Equipment	\$0.00
Supplies Six tablets and cases and textbooks	\$4,350.00
Contractual Community Partnerships	\$119,904.00
Other Services for translation, TBN Nurse, mobile immunization clinic services, resource kits	\$115,727.00
<b>Total Project Costs</b>	<b>\$359,994.00</b>