HEALTH FIRST INDIANA

Lake County Health Department
2900 West 93rd Ave., Crown Point, IN 46307 | Phone: 219-755-3655

Lake County Health Department

LAKE COUNTY HEALTH DEPARTMENT CONTRACT AGREEMENT

This Agreement ("Agreement") is made effective this _____ day of _____ _____, _____, by and between Lake County Health Department, with a principal place of business at 2900 West 93rd Ave., Crown Point, IN 46307 ("LCHD"), and Mental Health America of Northwest Indiana with a principal place of business at 5311 Hohman Ave. Hammond, IN 46320 ("Grantee"), collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS the LCHD is engaged in grant-making activities designed to address public health concerns including chronic disease prevention.

WHEREAS under Indiana law, LCHD is empowered to grant money from their allocated Health First Indiana ("HFI") funds to external organizations which agree to complete Core Public Health Services ("CPHS") and work toward completion of the required Key Performance Indicators ("KPIs").

WHEREAS the LCHD is in need of assistance from external organizations to complete some of the state required CPHS and KPIs and is requesting Grantee to become a community partner in the delivery of certain services as delineated herein.

WHEREAS the Grantee represents that it is duly qualified and agrees to perform all services and reporting described in this grant contract to the satisfaction of the LCHD.

WHEREAS the Grantee has submitted a program proposal asking for funding to provide the core public health services in accordance with the Health First Indiana Initiative; details can be found at https://www.in.gov/healthfirstindiana.

WHEREAS the LCHD has determined that such a program is in public interest and wishes to support it with the grant funds subject to the terms and conditions herein.

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

1. ORGANIZATION

1.1. Name of Organization: Mental Health America of Northwest Indiana

1.2. Contact Name and Title: Andrea Sherwin, President & CEO

1.3. Address: 5311 Hohman Ave. Hammond, IN 46320

1.4. Phone: 219-937-7733

1.5. Fax: 219-937-7433

1.6. Email: asherwin@mhanwi.org

1.7. Name of Proposed Program: Infant Safe Sleep

1.8. Target Population (must remain within LCHD jurisdictions): (ex: at-risk population of Lake County, IN; high school students, teenagers): pregnant women and families with children under 1 year old.

2. PROGRAM, PURPOSE, AND SCOPE

2.1. Grantee has submitted a proposal entitled Infant Safe Sleep ("Program").

2.2. Program Purpose. The purpose of this grant is to support the Grantee's Program, which aims to: Support Lake County families in keeping their babies safe during sleep through education, practical resources, and ongoing support, while expanding community capacity through training for parents and family-serving professionals.

2.3. Scope of Program Services. MHANWI will help Lake County families create safe sleep environments through parent education, individualized support, and access to portable cribs and sleep sacks. Services will be delivered through home visiting, virtual classes, community outreach, and training for healthcare providers and family-serving professionals.

2.4. FINANCIAL TERMS

2.5. Consideration. Grantee will be paid at the rate of $ 65,000.00 for performing the duties set forth above. Total remuneration under this Contract shall not exceed $ 65,000.00.

2.6. Breakdown of Total Program Amount Requested.

(Program Cost Breakdown.)

Item Description	Price	Quantity	Total
Personnel Salaries (includes emp. Taxes – 10.20%)		1	$31,632
Fringe (health, vision, dental, STD, LTD, 3% Retirement)		1	$4,306

Supplies (Portable Cribs & Sleep Sacks)	$82.99 (inc. $3 Handling fee) $14.66 Halo Sleep Sack	300/100	$26,352
Travel (Mileage Reimbursement)	0.49/mile	(approx. 1725 miles)	$850
Marketing/Outreach	"Clear Crib"		$1,850
		Total Amount	$65,000.00

2.7. Proposed Schedule of Payments.

(Payment Schedule.)

Payment #	Due Date	Description	Amount
1	No later than 45 days after this Contract is signed.	Payment for the first 20 attendees	$16,250
2	4 months after Payment #1	Ref. 3.5.4	$16,250
3	4 months after Payment #2	Ref. 3.5.4	$16,250
4	4 months after Payment #3	Ref. 3.5.4	$16,250

2.8. Payments. (*entered here and below*)

2.8.1. Payment Information.

2.8.1.1. Any payment-related questions or concerns should be directed to Rosie Willis, rwillis@mhanwi.org, 219-937-7733 x 130

2.8.1.2. The check or wire memorandum section must specify:

2.8.2. Payments by Check. Payments will be made to [organization] and mailed to:

Mental Health of Northwest Indiana
5311 Hohman Ave.
Hammond, IN 46320

3.5. Carryover Funds and Disbursement Requirements

3.5.1. Carryover Funds. Any unexpended funds from a prior grant agreement may be carried forward only with the prior written approval of the Lake County Health Department ("LCHD") and in accordance with applicable funding requirements. Approved carryover funds shall be applied toward, and included within, the total funding authorized under this Agreement and shall not increase the total contract amount.

3.5.2. Application of Funds. Approved carryover funds shall be utilized before any additional grant funds are disbursed. LCHD shall reduce or defer subsequent payments accordingly. Under no circumstances shall the combined amount of approved carryover funds and new disbursements exceed the total contract amount authorized under Section 3.1.

3.5.3. Quarterly Payment Requests. Grant payments shall not be automatically disbursed. Grantee shall submit a written request for each quarterly payment at least thirty (30) days before the anticipated disbursement date, together with required performance metrics, an updated expenditure report, and a statement identifying remaining grant funds.

3.5.4. Approval of Payments. All payment requests shall be subject to LCHD's review and written approval. LCHD reserves the right to approve, reduce, defer, or withhold any requested payment based upon available funds, expenditures, program performance, and compliance with this Agreement. No payment shall become automatically due solely because a scheduled payment date has occurred.

3.5.5. Final Reconciliation. Grantee shall submit a final accounting of all funds received and expended, including any approved carryover funds. Any remaining unexpended funds shall be addressed in accordance with Sections 9.3 and 9.4 of this Agreement.

3. TERMS AND TERMINATION

3.1. Term. This Agreement shall be effective for a period not to exceed one (1) year. It shall commence on the date this contract is signed and shall remain in effect for one (1) year after the date this contract is signed.

3.2. Termination. Both parties will make good-faith efforts to resolve issues and mitigate damages prior to terminating this Agreement. However, this Agreement and any outstanding payments may be terminated if the agreed-upon activities are not being carried out satisfactorily or if the necessary reports and/or data are not submitted as outlined below.

3.3. Renewal. Further funding is not assured. If provided, it will depend on ongoing funding from HFI, compliance with required or requested KPIs as outlined in the continuation agreement with the LCHD, an evaluation of grant deliverable performance relative to this agreement, and the completion of activities/reports specified below.

3.4. Termination without Cause. Either party may terminate this agreement after the initial term for any or no reason by providing at least ninety (90) days written notice.

4. PROGRAM WORK PLAN.

4.1. Program Work Plan.

4.2. Program Objective (SMART): By December 31, 2027, MHANWI will help 300 Lake County parents and caregivers create a safe place for their babies to sleep by providing trusted infant safe sleep education and, when needed, a portable crib. At least 90% of

surveyed participants will indicate their intention to use recommended safe sleep practices that help babies sleep safely and reach their first birthday.

4.2.1. Program Goal(s). Complete one block per goal. Every activity must name a responsible party, a start and end date, the output it produces, how the data will be collected, and the KPI it supports. Activities that cannot be tied to a data collection method and a KPI will be returned for revision. Add goal blocks and activity rows as needed.

Goal 1: Help Lake County families create safe sleep environments that protect babies during their first year of life.

Strategy: Provide accessible, trusted infant safe sleep education, practical resources, and follow-up support through home visits, virtual classes and community-based services.

Activity	Responsible Party	Timeline (start-end)	Output / Deliverable	Data Collection Method	Linked KPI
Provide infant safe sleep education to pregnant women and parents or caregivers of infants through home visits, virtual classes, and community-based services.	ISS Program Administrator (K. DeSantiago) and Safe Sleep Ambassadors (home visitors)	Jan 2027-Dec 2027	300 parents/caregivers receive education	Demographic Form with unique participant information; attendance records	Maternal and Child Health
Provide a portable crib and instruction on its safe setup and use to participating families who do not have a safe place for their baby to sleep.	ISS Program Administrator and Safe Sleep Ambassadors/Home Visitors	Jan 2027-Dec 2027	Up to 300 portable cribs distributed to eligible Lake County families, completing ISS education	Portable crib number and distribution date are recorded and reconciled with program inventory log	Trauma and Injury Prevention
Collect post-education survey data to measure participants' intention to follow safe sleep practices.	ISS Program Administrator and Safe Sleep Ambassadors/Home Visitors	Jan 2027-Dec 2027	Post-education survey offered to all participants; at least 90% of survey respondents report intending to use recommended	Electronic post-education survey completed through Google Forms; responses are automaticall	Maternal and Child Health

			safe sleep practices.	y collected in the linked Google Sheet and summarized monthly by the ISS Program Administrat or.	

Goal 2: Expand the capacity of MHANWI staff and community partners to provide consistent, trusted infant safe sleep education.

Strategy: Provide initial and refresher training so that home visitors and family serving professionals can reinforce safe sleep practices and connect families with education and resources.

Activity	Responsible Party	Timeline (start-end)	Output / Deliverable	Data Collection Method	Linked KPI
Provide initial infant safe sleep training to newly hired MHANWI home visiting staff	ISS Program Administrator (K. DeSantiago) with Chief Program Officer oversight	Jan 2027-Dec 2027, as needed	At least 10 newly hired home visiting staff will complete initial ISS training.	Training roster, agenda, training materials, and staff completion records maintained by the ISS Program Administrator	Maternal and Child Health
Provide annual refresher training to MHANWI's home visiting team to reinforce consistent, current safe sleep messaging across programs.	ISS Program Administrator with Chief Program Officer and program leadership support	June, 2027 Throughout the grant period, as requested or needed	At least 35 home visiting staff will complete refresher training.	Training roster, agenda, training materials, and staff completion records maintained by the ISS Program Administrator	Maternal and Child Health
Offer infant safe sleep refresher	ISS Program Administrator	Throughout the grant period, as	At least one community-provider	Partner training requests, training	Maternal and Child Health

training to healthcare providers and other family-serving community partners.		requested or needed	refresher training conducted, with additional training provided in response to partner requests or identified needs.	calendar, agendas, attendance rosters, and number of professionals trained	

4.1. Milestones and Payment Alignment. Identify the milestones that mark Program progress. Each milestone must list the evidence LCHD will use to verify completion, and milestones must align with the Proposed Schedule of Payments in Section 2.6.

Milestone #	Description	Target Date	Evidence of Completion	Linked Payment #
M1	Contract executed and ongoing Infant Safe Sleep services continued without interruption	No later than 45 days after contract signing	Executed contract	1
	Ongoing services provided, with at least 100 Lake County parents/caregivers educated and equipment distributed to eligible families	Four months after Payment #1	Monthly reports; participant records; equipment distribution and inventory logs	2
	Ongoing services provided, with at least 200 parents/caregivers educated cumulatively and planned staff and community training activities progressing	Four months after Payment #2	Monthly reports, cumulative service data; survey data; training records; equipment distribution logs	3
	Annual service and training commitments completed, including 300 parents/caregivers educated and surveys offered to all participants	Grant year-end	Final cumulative report; participant and survey data; inventory reconciliation;	4

			training and outreach records	

4.2. Scalability. Scalability. Grantee will expand or restrict the Program Work Plan to further efforts that will result in fulfilling the Purpose and Scope of the Program before modifying Performance.

5. PERFORMANCE: KPIs, METRICS, AND REPORTING.

5.1. Key Performance Indicators ("KPIs") and Scope. The Program will provide services that specifically address the KPIs from the Core Public Health Services outlined in the Health First Indiana initiative: (*entered here and below*)

5.1.1. Maternal and Child Health. Services focused on the health and well-being of mothers, children, and families, including prenatal care.

5.1.2. Trauma and Injury. Preventing harm due to injury and substance use and facilitating access to trauma care.

5.2. Metrics and Reporting.

5.2.1. Definitions.

5.2.1.1. Deliverable: the quantifiable services to be provided at various steps in the Program to keep it on course. The deliverable provides a metric whose value can be tracked for state-level reporting.

5.2.1.2. Metric: a standard for measuring the value of the deliverable.

5.2.1.3. Value: the number or percentage of the metric that is being measured.

5.2.2. List of Metrics. [EXAMPLES]

5.2.2.1. Number of people receiving Stop the Bleed training.

5.2.2.2. Number of people receiving CPR training.

5.2.2.3. Number of people educated and/or trained on vehicle passenger safety and seat belt use.

5.2.2.4. Value: the number or percentage of the metric that is being measured.

5.2.2.5. Encounter (duplicated count): a single instance of a service provided. One person receiving three services, or returning three times, generates three encounters. Encounter counts measure the intensity of services delivered.

5.2.2.6. Unique Individual Served (unduplicated count): a person counted only once per reporting period, regardless of how many services they receive or how many times they participate. Unique counts measure the reach of the Program; how many distinct residents were touched by HFI funds. Both encounter counts and unique counts are required in all reports.

5.2.2.7. Target: the numeric value the Grantee commits to achieving for each deliverable by the end of the grant term, as set in this application.

5.2.2.8. Variance: the difference between the prorated target and the actual value for a reporting period, expressed as a percentage of target.

5.2.2.9. Outcome Measure: a measure of change resulting from the Program (knowledge, behavior, clinical status, or referral completion), as distinct from an output, which counts activity delivered.

5.3. Monthly Data Report: Due by the 10th calendar day of the following month, submitted directly to Denice Trulley at trulldj@lakecountyin.org. The Monthly Data Report consists of a Narrative Report, Tables A, B, and C below.

5.3.1. Monthly Narrative Report: The narrative must: (1) explain any metric below 75% of its prorated target and the corrective plan; (2) describe barriers encountered and successes achieved; (3) note any data quality issues; and (4) optionally include brief participant story (de-identified).

5.3.2. CREATING A REPORT WITH METRICS: Based on the Core Service(s)/KPIs selected in Section 5.1, review Appendix A and add every metric that applies. If you have a deliverable and corresponding metric not listed in Appendix A, add your own, if it aligns with the scope of the KPI. Targets are set in this application and carried forward into each report. Add as many rows as necessary.

5.4. Reporting. [1]

5.4.1. Reporting Frequency: Reports will be sent monthly to the LCHD.

5.4.2. Reporting Format:

(Monthly Report.)

Item	KPI	Metric	Deliverable	Annual Target	Actual This Period	Cumulative (% of target)
1	Maternal and Child Health	Number of people provided with infant safe sleep education	Infant safe sleep education provided to Lake County parents and caregivers	300		
2	Trauma and injury	Number of portable cribs provided to families	Portable cribs distributed to eligible Lake County families completing safe sleep education	300		
3	Trauma and injury	Number of infant sleep sacks provided to families	Sleep sacks distributed to participating Lake County families	100		

4	Maternal and Child Health	Number of professionals trained in infant safe sleep	Initial training for newly hired staff and refresher training for MHANWI's home-visiting team	45		
5	Maternal and Child Health	Number of community-provider training sessions conducted	Safe sleep refresher training offered to healthcare and family-serving community partners	1		

5.4.1. Table B – Reach Summary: Unique Individuals Served (Monthly): Report unduplicated counts using the method described in Section 5.2. An individual who receives multiple services counts once.

Measure	This Period	Cumulative to Date
Unique (unduplicated) individuals served		
New individuals (first served this period)		
Returning individuals		
Total encounters (duplicated service count)		
Top 3 ZIP codes served (list)		

5.4.2. Table C – Referral and Outcome Summary (Monthly):

Measure	This Period	Cumulative to Date
Referrals made		
Referrals confirmed completed		
Referral completion rate (%)		
Outcome measure (name):		
Individuals with outcome data collected		
Individuals showing improvement / target outcome met		

6. PERFORMANCE EVALUATIONS.
   6.1. Performance will be determined by the LCHD based on performance reports from the Grantee; and the results of the evaluations will be discussed with the Grantee as needed or upon request.

7. ROLES, RESPONSIBILITIES, AND STATUS OF PARTIES
   7.1. Roles.

7.1.1. The Grantee's role shall be that of educating at-risk population of Lake County, Indiana and a healthy community coalition with a comprehensive, evidence-based program that addresses obesity and obesity-related disease prevention.

7.1.2. To adequately satisfy the roles of this Agreement, Grantee shall have the required appropriate level of education and experience, as required by each specific area where Services are provided.

7.1.3. Grantee understands the LCHD utilizes an electronic records system; and further agrees and acknowledges that all records shall be the sole and proprietary property of the LCHD and shall in no way be construed as the property of the Grantee or any of its staff or employees.

7.1.4. The grantee shall provide adequate workspace, equipment, computers, electronic records systems, and supplies required to deliver the contracted services. Additionally, the Grantee shall provide sufficient security and other staff needed to accomplish required and contracted responsibilities. LCHD shall also provide other support resources that may be required as mutually agreed.

7.1.5. Grantee shall have sole discretion to determine hours and schedules of their staff.

7.2. Responsibilities.

7.2.1. Grantee will review and recommend to LCHD in the development of policies, procedures, protocols, guidelines, quality assurance and improvement processes and reports, health care services and resource utilization processes and reports as needed to ensure effective and efficient delivery of Services.

7.2.2. The Grantee shall be responsible for performance and deliverables as outlined below.

7.2.3. The Grantee shall be responsible for reporting and evaluating (see Section 4) the progress of the project metrics. The Grantee shall submit reports on the progression of the project, following the measures and indicators listed in the proposal.

7.3. Independent Relationship.

7.3.1. LCHD and the Grantee are and shall remain independent contractors with respect to each other. The persons provided by Grantee to perform the services shall be Grantee's employees and shall be wider the sole and exclusive direction and control of Grantee. They shall not be considered employees of the LCHD for any purpose. Grantee shall be responsible for compliance with all laws, rules, and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Grantee shall also be responsible for payment of taxes, including federal, state, and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers'

Compensation, disability insurance, and federal and state withholding. The grantee shall also be responsible for providing reasonable accommodations, including auxiliary aids and services, as may be required under the Americans with Disabilities Act. Supplier agrees to defend, indemnify, and bold harmless LCHD from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Contractor's failure to comply with this paragraph. In any case, LCHD acknowledges that Grantee's indemnification obligation may be limited in substance by laws designed to protect and limit the exposure and liability of Grantee as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Grantee is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence for fault of the claimant), so that Grantee's liability to indemnify, protect, and/or hold harmless may not exceed what might have been its liability to claimant if sued directly by claimant in Indiana, and all appropriate defenses had been raised by Grantee.

7.3.2. Acting in Individual Capacity. Both parties hereto, in the performance of the Agreement, will act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

7.3.3. Ownership. The ownership and right of control of all reports, records, and supporting documents prepared by Grantee pursuant to the Services provided under this Agreement ("Records") shall vest in LCHD and Grantee, and Grantee shall comply with all state, federal, and HIPAA laws and regulations concerning or related to the collection, recording, storage, and release of any and all health care records and/or information.

8. RESOURCES AND FUNDING

8.1. LCHD hereby agrees to provide Grantee with a grant in the amount listed under Section 3. FINANCIAL TERMS, above from its Health First Indiana funding from the State of Indiana to:

8.1.1. Perform the services enumerated in the section above called PERFORMANCE AND DELIVERABLES.

8.1.2. Collect the metrics enumerated in the section above called PERFORMANCE AND DELIVERABLES.

8.1.3. Report on all metrics as required in the section above called PERFORMANCE AND DELIVERABLES.

8.2. Use of funds. Grantee may use the grant funds for the purchase of supplies, certain services (such as printing and other activity-related and pre-approved services), equipment, and staffing FTEs associated with carrying out the above-mentioned services

in this contract agreement. The grant funds may not be used for the following per the State of Indiana (this may not be an exhaustive list):

8.2.1. Personal Items,

8.2.2. Items not related to IC 16-46-10-3 (*pursuant to changes made during the 2023 legislative session),

8.2.3. Alcoholic Beverages,

8.2.4. Duplicate Payments and Overpayments,

8.2.5. Capital expenses not permitted by IC 16-46-10-3(c) (such as vehicles, motorized items, trailers, buildings/structures, renovations, etc.),

8.2.6. Scholarships,

8.2.7. Donations,

8.2.8. State or Federal Lobbying,

8.2.9. Political Activity,

8.2.10. Food/Beverages, except those purchased for food demonstrations

8.2.11. Any unallowable expenditure as determined by the Indiana State Board of Accounts,

8.2.12. Any expenditure not allowed by State Law,

8.2.13. Incentives (unless educational or a protective public health measure in nature and with prior approval by the LCHD), or

8.2.14. Other activities or purchases deemed inappropriate by the LCHD.

8.3. Unexpended Funds and Carryover. Any funds provided under this Agreement that remain unexpended at the end of the contract term shall, unless otherwise approved in writing by the Lake County Health Department ("HFI"), either:

8.3.1. be applied to the subsequent contract period for the same program or service if renewed or extended, subject to written approval by LCHD BOH; or

8.3.2. be refunded to Lake County Health Department ("HFI"), within thirty (30) days after the expiration or termination of this Agreement, or at the parties otherwise agree.

9.4. The Grantee shall provide a final expenditure report identifying any remaining balance. Any rollover of funds shall not be automatic and must comply with applicable State Board of Accounts and Indiana Department of Health fiscal policies and procedures.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1. Confidentiality of Materials. Grantee will not disclose to others, either during the term of this Agreement or subsequent to termination, any data, forms, reports, systems or other

materials containing confidential information specific to LCHD without the prior written consent.

9.2. Data Protection

9.2.1. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material, and information gathered, based upon or disclosed to the Grantee, which is marked as 'confidential' or 'proprietary' for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the LCHD.

9.2.2. The parties acknowledge that the services to be performed by Grantee for the LCHD under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the LCHD in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the LCHD agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, and Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

10. RESIDENCY REQUIREMENT

10.1. As a condition of eligibility for participation in any programs, services, or benefits funded or provided under this Contract, all recipients must be residents of the State of Indiana. The Contractor shall implement and maintain procedures reasonably designed to verify the Indiana residency of each individual recipient prior to the provision of services. Acceptable documentation or methods of verification shall be determined in accordance with applicable state or program-specific guidelines. Failure to comply with this residency requirement may result in disallowance of expenditures, corrective action, or termination of this Contract.

11. DISPUTE RESOLUTION

11.1. Should any disputes arise regarding this Contract, the Grantee and the LCHD agree to act immediately to resolve them. Time is of the essence in dispute resolution.

11.2. The Grantee agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the LCHD or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the LCHD for such costs.

11.3. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give

the Commissioner and the other party written notice. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner to resolve the dispute; the Notice may also allow the parties to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

11.4. LCHD may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the LCHD to the Grantee of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Grantee to terminate this Contract, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

11.5. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to the submission of the dispute to the Commissioner.

11.6. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts compromise claims in favor of the LCHD as described in that statute.

12. INSURANCE AND INDEMNIFICATION

12.1. Insurance. Throughout the term of this Agreement, Grantee and LCHD shall each maintain appropriate commercial and other liability coverage consistent with the limits required thereunder.

12.2. Indemnification. Grantee shall indemnify, defend, and hold harmless LCHD and its agents, Board members, officers, and employees from and against all claims, losses, costs, damages, and expenses (including reasonable attorneys' fees) relating to injury or death of any person which results from or arises in connection with (1) any breach of the Agreement; or (2) any gross negligence or willful act or omission by any Consultant in performing the Services. LCHD shall indemnify, defend, and hold harmless Grantee and its agents, managers, members, officers, and employees from and against all claims, losses, costs, damages, and expenses (including reasonable attorneys' fees) which result from or arises in connection with (1) any breach of the Agreement by Client; or (2) any negligent or willful act or omission by LCHD's personnel. This Section shall survive the termination or expiration of this Agreement. In any case, LCHD acknowledges that Grantee's indemnification obligation may be limited in substance by laws designed to

protect and limit the exposure and liability of Grantee as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Grantee is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence for fault of the claimant), so that Grantee's liability to indemnify, protect, and/or hold harmless may not exceed what might have been its liability to claimant if sued directly by claimant in Indiana, and all appropriate defenses had been raised by Grantee.

12.3. Representations and Warranties. The parties represent and warrant to one another that they have full corporate power and authority to enter into this Agreement and to carry out their obligations hereunder, and this Agreement has been duly authorized by all necessary action on their part. THE FOREGOING WARRANTIES AND OTHERS PROVIDED IN THIS AGREEMENT BY EACH PARTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT.

12.4. Limitation of Liability. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR A GIVEN YEAR DURING THE TERM OF THIS AGREEMENT ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED OR PAID, AS APPLICABLE, FOR SUCH YEAR. FURTHERMORE, TO THE EXTENT ALLOWED BY APPLICABLE AND EXCEPT FOR THIRD-PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES.

13. COMPLIANCE AND LEGAL REQUIREMENTS

13.1. Compliance. Grantees shall always operate their respective services in compliance with applicable federal, state, and local laws, rules, and regulations, the policies, rules, and professional standards of care, bylaws, and all currently accepted and approved methods and practices of each service area. HIPAA Compliance. The parties agree they will comply in all material respects with all applicable 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.

13.2. Records. LCHD shall keep and maintain any records relating to the services of this Agreement rendered hereunder as may be required by any federal, state, or local law.

Grantee agrees to make its records concerning any of LCHD's patients available to LCHD upon request.

13.3. Equal Opportunity and Affirmative Action. The Grantee agrees by the execution of this Agreement that in regard to its operations, it will fully comply with Lake County Ordinances and Policies providing:

13.3.1. No person shall, on the grounds of race, color, national origin, sex, or sexual orientation (LGBT or lesbian, gay, bisexual, or transgender), be excluded from participation, be denied the benefits of, or be subject to discrimination.

13.3.2. The principles of equal opportunity in employment of delivery of services are applicable and commit to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex or sexual orientation (LGBT or lesbian, gay, bisexual or transgender).

13.3.3. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, and as amended, as applicable, are incorporated by reference as part of this agreement.

13.3.4. The provisions of all Federal Civil Rights laws and Indiana Civil Rights laws, as applicable, are incorporated by reference as part of this agreement.

13.3.5. Breach of any of the equal opportunity and/or nondiscrimination provisions of the Agreement may result in any remedy available to the County in respect to such breach or default.

13.3.6. Where applicable, non-discriminatory and affirmative action clauses shall be part of any agreement, contract, or lease between the Grantee and any organization, corporation, subcontractor, or other legal entity that benefits from the funds paid out by this Agreement.

13.4. Indiana Open Records Law. Information that is the property of LCHD shall be made available in accordance with the Indiana Open Records Law, LC. S-15-5.1-1 et seq. Grantee and LCHD recognize and acknowledge that in some course of performing the services provided hereunder, it may have access to certain confidential or proprietary information and the LCHD's business and computer operations. Grantee hereby agrees that it will not, at any time during or after the term of this agreement, disclose any such confidential or proprietary information to any person unless required by law upon obtaining the prior written consent.

14. ENTIRE AGREEMENT; AMENDMENTS

14.1. Entire Agreement. This Agreement supersedes all previous contracts between Grantee and LCHD related to the subject matter contained herein and constitutes the entire agreement between the parties. Neither Grantee nor LCHD shall be entitled to any benefits other than those specified.

14.2. Amendments. No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement and in writing.

14.3. Termination of Prior Agreements. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter described herein and terminates, cancels, and supersedes any and all prior or existing agreements, contracts, memoranda of understanding, or other arrangements between the Parties related to the same program, project, or services funded under this Agreement. No rights or obligations shall survive from any prior agreement unless expressly restated herein.

15. GOVERNING LAW

15.1. Governing Law.

15.1.1. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed per the laws of the State of Indiana without regard to the choice of law rules.

15.1.2. In the event of litigation between the parties regarding this Agreement, reasonable attorneys' fees of the prevailing Party will be paid by the non-prevailing Party.

15.2. Severability. If any provision of the Agreement is found to be illegal, invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall remain valid and enforceable according to its terms so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such decree or decision, the parties shall negotiate in good faith to modify this Agreement to affect the parties' original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

16. GENERAL PROVISIONS

16.1. Assignment. No assignment of this Agreement will be valid without the specific written consent of the other party, which consent will not be unreasonably withheld.

16.2. Waiver of Breach. Either party's waiver of a breach of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach.

16.3. Notices. All notices, requests, demands, and other communications under this Agreement (collectively a "notice") shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed by United States mail, or sent via electronic mail if properly addressed as follows or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing:

Mental Health America of NWI
Infant Safe Sleep

5311 Hohman Ave
Hammond, IN 46320
Attn: Andrea Sherwin
asherwin@mhanwi.org

Lake County Health Department
Administrator Sheila Paul
2900 West 93rd Ave.,
Crown Point, IN 46307
paulsl@lakecountyin.org

16.4. Cancellation. The LCHD may at any time cancel this agreement in whole or in part for its sole convenience upon written notice to Grantee, and Grantee shall stop performing the services on the date specified in such notice. The LCHD shall have no liability as a result of such cancellation, except that the LCHD will pay the Grantee for completed services accepted by the LCHD and the actual incurred cost to the Grantee for services in progress.

16.5. Executory Agreement. This Agreement will not be considered valid until signed by both parties.

16.6. All Information Matter of Public Record. All information gathered during the process of submitting for, being approved for, submitting reports for, or communicating about this grant, award, or subsequent data or financial reporting is a matter of public record unless otherwise precluded from release by Indiana or other law. By signing this contract, you are indicating that you understand this in its entirety and that you realize information about this award or your entity as gathered by the Lake County Department of Health will be reported as required to other governmental agencies on the LCHD website, or in other related reports. Further, it means that if information about this grant program and its awardees is requested by a public records request, all submitted information may be released as required under Indiana law.

16.7. Execution. This Agreement and any amendments may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a .pdf file containing an executed signature page) in one or more copies on behalf of Grantee or LCHD, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

16.8. Force Majeure. LCHD shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of the Services resulting, directly or indirectly, from circumstances beyond its control, including without limitation, acts of government, acts of God, fires, floods, explosions, riots, civil disturbances, strikes, insurrections, terrorism, earthquakes, wars, rebellion, and epidemics. Grantee shall use reasonable efforts to notify LCHD of any factor, occurrence or event that may cause any such delay or failure.

*** * *SIGNATURE PAGE FOLLOWS* * ***

MENTAL HEALTH AMERICA OF NORTHWEST INDIANA

By: _____ Date: _____
Andrea Sherwin, President & CEO

BOARD OF HEALTH FOR LAKE COUNTY HEALTH DEPARTMENT

BY: _____ Date: _____
Chiedu Nchekwube, M.D.
President, Board of Health for Lake County Health Department

The Board of Health for Lake County Health Department, Indiana, hereby recommends this contract to the Lake County Board of Commissioners, Indiana.

LAKE COUNTY BOARD OF COMMISSIONERS

_____
Kyle Allen, Sr., 1st District

_____
Jerry Tippy, 2nd District

_____
Michael C. Repay, 3rd District