

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN:

DeKalb County Health Department of 220 E Seventh St Suite 110 Auburn, IN 46706 ("DCHD")

- AND -

Women's Care Center Northeast Indiana 918 W Seventh St, Auburn, IN 46706 ("Subcontractor")

BACKGROUND:

The DCHD is of the opinion that the Subcontractor has the necessary qualifications, experience, and abilities to provide services to the DCHD. The Subcontractor is agreeable to providing such services to the DCHD on the terms and conditions set out in this MOU.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this MOU, the receipt and sufficiency of which consideration is hereby acknowledged, the DCHD and the Subcontractor (individually the "Party" and collectively the "Parties" to this MOU) agree as follows:

I. Services Provided

A. The DCHD hereby agrees to provide the Subcontractor with the following services (the "Services") consisting of:

1. A reporting template for agreed upon programmatic outcomes and data points required by the Health First Indiana funder at the Indiana Department of Health
2. Technical Assistance with required documentation and use of web reporting systems
3. Virtually accessibility to Health Coalition meetings, when possible
4. Compensation for services provided as indicated on invoicing until funding is depleted.
5. Any mutually agreed upon support requested by the Subcontractor with DCHD

B. The Subcontractor hereby agrees to:

1. Implement and complete the Project in accordance with Attachment A ("Scope of Work") and with the plans and specifications contained in its Grant Application.
2. Submit timely reports (due dates listed in the chart under Section IV. Letter C.) regarding the following Statement of Work.
3. Submit a list of hourly rates that would be charged for services covered under the MOU and the Scope of Work.
4. Attend 75% of HFI coalition meetings in the contract year.
5. Attend any DCHD HFI required grant training and technical assistance sessions.
6. Comply with all reporting and data requests from DCHD.
7. Append provided the funding statement on all media, posts, and publications: "Funding provided by the DeKalb County Health Department via Health First Indiana, learn more at www.IN.gov/GPHC."

II. Term of MOU

A. The term of this MOU (the "Term") will begin January 1, 2025, and will remain in full effect until December 31, 2025, subject to earlier termination as provided below. The Term of this MOU may not be extended without a contract amendment.

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B. In the event that either Party wishes to terminate this MOU prior to December 31, 2025, that Party will be required to provide at least 30 days' notice to the other Party.

III. Performance

The Parties agree to do everything necessary to ensure that the terms of this MOU take effect.

IV. Compensation

A. For the services rendered by the Subcontractor, as required by this MOU, the DCHD will provide compensation (the "Compensation") to the Subcontractor as described in the Statement of Work: Compensation.

B. The Compensation as stated in this MOU does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the DCHD in addition to the Compensation.

V. Confidentiality

Confidential information (the "Confidential Information") refers to

1. Any personal identifying information collected without an approved release of information from participants in direct programming.
2. Information relating to the business of the DCHD which would reasonably be considered to be proprietary to the DCHD including, but not limited to, accounting records, business processes, and DCHD records and that is not generally known in the industry of the DCHD and where the release of that Confidential Information could reasonably be expected to cause harm to the DCHD.
3. The DCHD agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Subcontractor has provided, except as authorized by the Subcontractor with a release of information from the participants. This obligation will survive the expiration or termination of this MOU and will continue indefinitely.

VI. Capacity/ Subcontractor

In providing the Services under this MOU it is expressly agreed that the Subcontractor is acting as a community Subcontractor and not as an employee. The Subcontractor and the DCHD acknowledge that this MOU does not create a partnership or joint venture between them and is exclusively a contract for service.

VII. Notice

All notices, requests, demands or other communications required or permitted by the terms of this MOU will be given in writing and delivered to the Parties of this MOU as follows or to such other addresses as any Party may from time to time notify the other.

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| 1. DeKalb County Health Department
220 E Seventh St Suite 110.
Auburn, IN 46706 | 2. Women's Care Center Northeast Indiana
918 W Seventh St
Auburn, IN 46706 |
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VIII. Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the

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indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this MOU. This indemnification will survive the termination of this MOU.

IX. Insurance

The Subcontractor will be required to maintain professional liability insurance and general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Subcontractor based on the risk associated with the characteristics of this MOU and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this MOU. Subcontractor also agrees to carry the level of worker's compensation insurance coverage required by law.

X. Modification of MOU

Any amendment or modification of this MOU or additional obligation assumed by either Party in connection with this MOU will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

XI. Assignment

The Subcontractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this MOU without the prior written consent of the DCHD.

XII. Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this MOU.

XIII. Governing Law

- A. It is the intention of the Parties to this MOU that this MOU and the performance under this MOU, and all suits and special proceedings under this MOU, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- B. Jurisdiction and venue for all claims and suits under this agreement shall be the courts of the County of DeKalb, State of Indiana.

SIGNATURES

X	Authorized Signer for: DeKalb County Health Department
X	Authorized Signer for: Women's Care Center Northeast Indiana

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Attachment A: Scope of Work

Women’s Care Center Northeast Indiana

From January 1, 2025, TO December 31, 2025

Award: \$5,500

SUBCONTRACTOR DELIVERABLES

1. Subgrantee representative will attend 75% of DCHD’s HFI Coalition Meetings. Those meeting dates are tentatively scheduled for:

Meeting Date	Time	Potential Topic	Location
February 3, 2025	10 AM	Tracking and Reporting	Teams
June 2, 2025	10 AM	Progress Report	Teams
September 8, 2025	10 AM	Final Report and Projections	Teams
December 1, 2025	10 AM	FY2026 Grant Overview	Teams

2. Subgrantee representative will participate in individual meetings, grant training sessions, and technical assistance sessions requested DCHD: HFI to address existing and future funding.
3. Subgrantee will affix provided the funding statement on all media, posts, and publications related to activities supported by these funds: “Funding provided by the DeKalb County Health Department via Health First Indiana, learn more at www.IN.gov/GPHC.”
4. Subgrantee will comply with all reporting and data requests from DCHD, described below:
 - Subcontractor will provide **Initial Documentation** on or before the initiation of the funding cycle, **by January 1, 2025**. Initial documentation includes:
 - Signed and dated MOU.
 - Direct Deposit for payouts via ACH transfer.
 - Proof of Liability Insurance.
 - Completed W-9 form.
 - Subcontractor will submit **12 Monthly Data Reports** (completed online, in the given format) by the 10th of each month following the month of service/reporting period.
 - Subcontractor will complete the **Spring Progress Report by June 10, 2025** (completed online, in the given format, for the first 5 months of the grant period). Progress Report will:
 - Be completed via the online reporting link provided by DCHD
 - Summarize the grant-related activities that occurred during the reporting period
 - Include cumulative data points requested for the services provided during the reporting period
 - Identify any challenges or barriers to anticipated outcomes
 - Subcontractor will complete the **Fall Progress Report by November 10, 2025** (completed online, in the given format, for the next 5 months of the grant period, and including a projection, if applicable, of any work remaining for the last two months of the grant cycle). Progress Report will:
 - Be completed via the online reporting link provided by DCHD
 - Summarize the grant-related activities that occurred during the reporting period
 - Include cumulative data points requested for the services provided during the reporting period
 - Identify any challenges or barriers to anticipated outcomes
 - Subcontractor will provide a **Final Report** (completed online, in the given format, for the full grant period) on or before **January 10, 2026**; *if the final report is not submitted and the Subcontractor is seeking funding for FY2026, the 2026 funding will be cancelled*. The Final Report will:

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- Be completed via the online reporting link provided by DCHD
- Summarize the grant-related activities that occurred during the reporting period
- Include cumulative data points requested for the services provided during the reporting period
- Identify any challenges or barriers to anticipated outcomes
- Provide testimonials of success stories or significant community impact.

5. Core Service Area 1: Maternal and Child Health (\$5,500)

Women’s Care Center NEI will have 28 mothers complete our birth preparation classes focused on breastfeeding. Our goal for 2025 is to support 25% more clients (approximately 35 mothers) in completing our breastfeeding classes. Women's Care Center NEI will follow up with mothers 6 months postpartum to measure how many mothers are still breastfeeding either exclusively or partially (Goal: at least 9 of the 35 mothers to be exclusively breastfeeding at 6 months postpartum).

Schedule

Report	Due Date	Deliverables	Invoice	Amount
Initial Documents	1/1/2025	MOU, DD, Ins, W9	WCC-001-2025	40% of award
January Data Report	2/10/2025	Data: 1/1/2025 - 1/31/2025		
February Data Report	3/10/2025	Data: 2/1/2025 - 2/28/2025		
March Data Report	4/10/2025	Data: 3/1/2025 - 3/31/2025		
April Data Report	5/10/2025	Data: 4/1/2025 - 4/30/2025		
May Data Report	6/10/2025	Data: 5/1/2025 - 5/31/2025		
Spring Progress	6/10/2025	Progress Report: January-May	WCC-002-2025	30% of award
June Data Report	7/10/2025	Data: 6/1/2025 - 6/30/2025		
July Data Report	8/10/2025	Data: 7/1/2025 - 7/31/2025		
August Data Report	9/10/2025	Data: 8/1/2025 - 8/31/2025		
September Data Report	10/10/2025	Data: 9/1/2025 - 9/30/2025		
October Data Report	11/10/2025	Data: 10/1/2025 - 10/31/2025		
Fall Progress	11/10/2025	Progress Report: June-October Projection: November-December	WCC-003-2025	30% of award
November Data Report	11/10/2025	Data: 11/1/2025 - 11/30/2025		
December Data Report	11/10/2025	Data: 12/1/2025 - 12/31/2025		
Final Report	1/10/2026	Final Report: 1/1/2025-12/31/2025		Funding Eligible