

**DIABETES MANAGEMENT PROGRAM
MEMORANDUM OF UNDERSTANDING
Between**

**LIFESPAN RESOURCES, INC. (LSR)
AND
CLARK COUNTY HEALTH DEPARTMENT (CCHD)**

For Services Provided in Support of Health First Indiana Grant

I. PROVISION OF REFERRAL SERVICE

a. Standard of Care

LSR agrees to provide diabetes management program services referred to by the CCHD and other community entities for all Indiana residents. The services to be provided shall be consistent with, at a minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally provided to clients of LSR. LSR shall provide services to include diabetes education management for all Indiana residents who have been diagnosed with diabetes, pre-diabetes, gestational diabetes or want a better understanding of diabetes and better nutrition. LSR shall provide services including a certified diabetes educator, program registration, learning materials and other supplies as part of a four-week educational series including weekly two-hour group interactive sessions and, once graduated from the educational series, three one-hour health coaching sessions over a six-month period with a Certified Community Healthcare Worker. CCHD will provide the training space. LSR will market to all Indiana residents, working with hospitals, physician offices, family health centers, assisted living facilities and other healthcare providers to provide program information to individuals diagnosed with pre-diabetes or on the cusp of a diagnosis, along with individuals diagnosed with diabetes and gestational diabetes. Both agencies agree to work collaboratively in order to meet the medical and social service needs of Indiana residents impacted or potentially impacted by diabetes or a diabetes diagnosis in accordance with all relevant federal, state and local laws and regulations, including but not limited to, non-discrimination laws.

Initially, LSR will provide the one class session monthly with a limit of ten participants, not including care givers or family members. After four months of training, a second class will be added to the schedule with a goal of having 75% attendance for both classes focusing on Indiana residents managing a pre-diabetes diagnosis.

b. Acceptance of Referred Attendees

LSR shall accept all CCHD attendees referred by CCHD and other agencies, including hospitals, physician practices and non-profit organizations as long as attendees are residents of Indiana. They may attend the class free-of-charge and have a family member or care giver accompany them also free-of-charge. The caregiver or family member will

not be a registered “attendee.” LSR will manage the registration process and market the program throughout Clark County.

c. Financial Support for Services

As part of the \$117,000 funding received through the Health First Indiana Grant initiative (“HFI”), CCHD will, after receiving an invoice from LSR for services rendered under this agreement, pay LSR the amount of \$9,750 each month that this agreement is in effect. Such funding shall be solely used by LSR to support the diabetes management program staff, program materials, services, and resources, and operational needs of the program. Funding for this program, or any component related to this program, shall not exceed \$117,000 annually.

d. Professional Qualifications

LSR covenants to provide CCHD with assurances that, during the term of this referral agreement, individuals conducting the diabetes education remain: 1) duly licensed, certified and/or otherwise qualified to provide services hereunder, with appropriate training, education and experience in their particular field; and 2) appropriately credentialed and privileged.

e. Referral Back to the Health Center

Attendees may continue ongoing health coaching with LSR following the end of the private health sessions but are not obligated to continue care with LSR and may choose to seek other resources of their choosing.

f. Provisions for Record Retention and access, audit and property management

LSR agrees to establish and maintain registration records regarding the provision of referral services from CCHD and other referring agencies and entities. LSR will maintain all data obtained during the educational training and provide to CCHD as needed.

g. Attendees and Billing

All referring attendees who meet the main criteria of an Indiana resident may attend the diabetes management program free-of-charge. They will be required to register for classes through LSR. LSR will manage all registrations and communications with attendees.

II. HEALTH CENTER OBLIGATIONS

a. Making and Managing Referrals

Referrals to the diabetes management program may come from CCHD, physician practices, hospitals, family health centers, federally qualified health centers or other non-profit agencies as long as the attendee meets the Indiana resident criteria.

Individuals living outside the State of Indiana will not be permitted to attend the diabetes management program unless they attend as the attendee’s caregiver or family member. They may attend free-of-charge but will not be considered an actual registered “attendee” and be entered into the registration system.

b. Monitoring of Contractor Performance

LSR provides monthly diabetes education management classes per the pre-approved schedule by both parties. An overall management of program participation and information shall be maintained and reviewed by LSR and shared with CCHD monthly for ongoing monitoring and comparison of data metrics. CCHD may provide input into areas for clinical improvement methodologies, recommendations and outcomes.

Attendee satisfaction surveys relating to the services provided by LSR shall be shared by LSR with CCHD as applicable.

Specific Reporting Metrics shall be delivered by LSR to CCHD on a monthly basis during the time period that grant funds are provided through this agreement. Only services that are part of the scope of work and that are provided by LSR will be reported.

1. The number of unique people served.
2. The number of continuous glucose monitors provided.
3. The number of referred attendees.
4. The referring agency/entity.
5. The number of attendees with a diabetes diagnosis.
6. The number of attendees with a pre-diabetes diagnosis.
7. The number of attendees with a gestational diabetes diagnosis.
8. The number of attendees with no diabetes-related diagnosis.
9. Attendees AIC score pre-evaluation.
10. Attendees AIC score post-evaluation.
11. The number of classes attended by each attendee.
12. The number of attendees who participated in one three one-hour private health coaching sessions.
13. The number of attendees who participated in some of the three one-hour private health coaching sessions.
14. The number of attendees who participated in all three one-hour private health coaching sessions.
15. The number of attendees who accessed the online training modules.

III. PROFESSIONAL LIABILITY INSURANCE

LSR has provided CCHD with a copy of the Certification of Liability Insurance. LSR shall maintain such insurance against claims for injuries to persons or damage to property which may arise from or in connection with the service being provided by LSR, it's representatives or employees for the duration of and under the terms of this Agreement. A failure to obtain and maintain such liability insurance or to file required certificates shall be a material breach of this Agreement.

IV. PROVIDER JUDGMENT AND FREEDOM OF CHOICE

All LSR and health-related professionals employed by or under contract with either party shall retain sole and complete discretion, subject to any valid restrictions, to accept all referred attendees if they meet the Indiana resident criteria. Attendees will complete an

enrollment form at registration to determine and qualify their eligibility to attend the program. However, if LSR feels an attendee is not appropriate for the diabetes education management program or attendee may be enrolled in the program erroneously, LSR will notify CCHD regarding their concerns. LSR and CCHD will confer on any mutually agreed upon action steps.

V. AGREEMENTS WITH OTHER PARTIES

LSR retains the authority to contract with other parties, if to the extent that, LRS's CEO, reasonably determines that such contracts are necessary and in accordance with their mission to expand LSR's diabetes management program to other counties, or as otherwise may be necessary to ensure appropriate collaboration with other local providers to provide diabetes education to other individuals impacted by diabetes, pre-diabetes or gestational diabetes.

LSR also retains the authority to provide the diabetes management program from their office or other LSR designated location to other individuals residing in other counties.

VI. VOLUME OR VALUE OF REFERRALS

Nothing in this agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party. Neither party shall track such referrals for purposes relating to setting the compensations of their professionals or influencing their choice.

VII. CONFIDENTIALITY

The parties (and their directors, officers, employees, agents and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of all health center attendees, in accordance with the applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164) and health center's policies and procedures regarding privacy and confidentiality of such information. The parties (and their directors, officers, employees, agents and contractors) shall: 1) not use or disclose attendee information, other than as permitted or required by this agreement for the proper performance of its duties and responsibilities hereunder; 2) use appropriate safeguards to prevent use or disclosure of attendee information, other than as provided under this agreement; and 3) notify the other party immediately in the event the party becomes aware of any use or disclosure of attendee information that violates the terms and conditions of this agreement or applicable federal and state laws and regulations.

VIII. TERM AND TERMINATION

- A. The term of this agreement will commence upon full execution of this agreement for its initial year in 2026 and will continue for one year or as grant funding timelines dictate, at which time the parties will have the opportunity to renew the contract in writing by mutual agreement unless amended or terminated as described by the process below.

- B. Either party may terminate this agreement without cause upon 60 days prior written notice to the other party.
- C. This agreement may not be assigned by either party without the express written consent of the other party.
- D. The parties agree that this agreement shall be deemed for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.
- E. This agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the parties.
- F. This agreement may be terminated for cause upon written notice by either party. "Cause" shall include, but is not limited to the following:
 - i) A material breach of any terms of the agreement, subject to a 30-day notice to cure and a failure to cure by the end of the 60-day period;
 - ii) Any material change in the financial condition of the LSR or CCHD (such as loss of HFI grant funding or renewal), which reasonably indicates that either party would be unable to furnish services or uphold this agreement;
 - iii) LSR failing to adhere to the terms and conditions of the HFI funding;
 - iv) LSR using the grant funds for a purpose not permitted under this agreement;
 - v) The loss or suspension of any license or other authorization to do business necessary for the LSR to furnish services; or
 - vi) The good faith determination by the CCHD or LSR that the health, welfare and/or safety of attendees from LSR is jeopardized by the continuation of this agreement.

IX. AMENDMENT

This agreement can be amended at any time by the signed and written agreement of both parties.

X. GOVERNING LAW AND REGULATIONS

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana. To the extent it becomes necessary to litigate this agreement in a court of law, the parties acknowledge and agree to submit to the jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana and LSR specifically waives any right to raise questions of personal jurisdiction or venue.

As required by I.C. 22-9-1-10, LSR shall not discriminate against any employee or applicant for employment to be employed in the performance of 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 his or her race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be considered a material breach of this agreement.

All terms defined in I.C. 22-5-1.7 et seq. are adopted and incorporated into this Section. Pursuant to I.C. 22-5-1.7 et seq., LSR covenants to enroll in and verify the work eligibility status of all its employees using the E-Verify program, if it has not already done so as of the date hereof. Within ten (10) days following full execution of this agreement, LSR shall execute an affidavit affirming that: (a) it is enrolled and participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens.

In support of this affidavit, LSR shall provide CCHD with documentation that it has enrolled and is participating in the E-Verify program. This agreement shall not take effect until said affidavit is signed by LSR and delivered to CCHD's authorized representative.

As required by I.C. 5-22-16.5, the signature entered on behalf of LSR below constitutes LSR's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by I.C. 5-22-16.5.

LSR is under the coverage and discretion of the U.S. Department of Justice (DOJ) Federal Tort Claims Act Civil Division and defers "hold harmless" considerations to DOJ counsel in the event of litigation from delivery of patient services from this and any agreement.

In Witness Whereof, the parties have caused this agreement to be executed by their respective representative on the day and year aforesaid:

By:
Clark County Health Department Representative

By: Meredith A. Lambe, CEO
LifeSpan Resources, Inc.

Date: _____

Date: _____