

## **PARTNERSHIP AGREEMENT**

**THIS PARTNERSHIP AGREEMENT (“Agreement”)** is entered into on April 1, 2024 by and between Portage Township YMCA (“YMCA”) and Porter County Health Department (“PCHD”).

### **WITNESSETH**

**WHEREAS**, YMCA is a nonprofit organization that offers programs that build healthy spirit, mind and body in Porter County, Indiana;

**WHEREAS**, PCHD is a government agency providing public health care services to the medically underserved population in Porter County, Indiana (“Patients”);

**WHEREAS**, both parties are desirous of entering into this agreement to promote and protect the health and wellbeing of the citizens of Porter County;

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

1. That the Porter County Health Department agrees to provide financial support to ensure the successful implementation and sustainability of three evidence-based CDC programs to enhance the health and well-being of our community.
2. The Portage Township YMCA agrees that monetary payments will be allocated towards program administration, participant outreach, training of program facilitators and resources required for monitoring and evaluation of the three programs included in this agreement. Details of how the funds will be used include:
  - \$24,000.00 – half of the salary for a dedicated Wellness Coach to implement all three programs intended to change health outcomes.
  - \$2500.00 – shared marketing, outreach, and public awareness messaging.
  - \$1500.00 – supplies for monitoring and evaluation. Participants will share in this cost.
  - \$1800.00 – Evaluation and baseline of participants entering the programs including a 3D body scan performed by staff to give valuable data to monitor progress toward goals.
  - \$800.00 – Training and recertification for staff.
  - Total - \$30,600.00
3. The Portage Township YMCA agrees to offer the following three programs to Porter County residents.

### **Program 1: EnhanceFitness**

EnhanceFitness is a program specifically designed to address the needs of adults with arthritis, older adults, individuals interested in increasing physical activity, and those with disabilities. The program focuses on arthritis-appropriate exercises with the following objectives:

1. Decrease the risk for falls
2. Increase social connections
3. Increase strength
4. Improve flexibility and balance
5. Boost activity levels
6. Elevate mood

Proven Benefits:

- Improves physical function
- Decreases depression
- Protects against falls and fall-related injuries
- Provides a social benefit
- Promotes a physically active lifestyle
- Reduces medical care utilization costs
- Decreases unplanned hospitalizations
- Decreases mortality rates

### **Program 2: Diabetes Prevention Program (DPP)**

The Diabetes Prevention Program aims to prevent or delay type 2 diabetes by making evidence-based lifestyle change programs more accessible to individuals at risk. This program focuses on educating participants about healthier lifestyle choices to reduce their risk of developing type 2 diabetes.

### **Program 3: Blood Pressure Self-Monitoring Program**

Developed with support from the CDC's Division for Heart Disease and Stroke Prevention, the YMCA's Blood Pressure Self-Monitoring program empowers adults with high blood pressure to take control of their health. The program encourages regular blood pressure self-monitoring and features personalized support for developing routine, tips for maintaining cardiovascular health and nutrition education.

## **4. FINANCIAL TERMS**

**Fee Schedule and Billing.** YMCA shall submit a monthly invoice to PCHD within ten (10) days of the end of each month during the term hereof, along with metrics on the attendees of the programs. PCHD shall remit payment within forty-five (45) days of receipt thereof.

## **5. TERM AND TERMINATION**

**5.1 Term.** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year.

**5.2 Termination.** Notwithstanding the foregoing, either party may terminate this Agreement at any time with or without cause, for any or no reasons, by giving the other party thirty (30) days' written notice, which notice shall specify the effective date of termination.

**6. MISCELLANEOUS**

**6.1. HIPAA Compliance.** The parties agree they will comply in all material respects with all 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.

**6.2. Non-Discrimination.** All services provided under this Agreement shall be provided without regard to race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such Screening Services. The parties agree to comply with all applicable laws prohibiting discrimination.

**6.3. Compliance with Law.** If any provision of this Agreement is deemed illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of the Agreement.

**6.4. Disclaimer Regarding Admissions.** The parties acknowledge and agree that no purpose of this Agreement is to induce any referrals or to otherwise generate any business between the parties, but instead to contract for commercially reasonable and legitimate services.

**6.5. Amendment.** This Agreement may be changed or modified only in writing and must be signed by both YMCA and PCHD.

**IN WITNESS WHEREOF**, the duly authorized representative of YMCA and PCHD have executed this Agreement effective as April 1, 2024.

YMCA  
Portage Township YMCA  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

PCHD  
Porter County Health Department  
By: \_\_\_\_\_  
Title: \_\_\_\_\_