Tippecanoe County Board of Commissioners

Meeting
Monday, July 20, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, July 6, 2020

Documents:

AGENDA07202020MINUTESFROM07062020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. HIGHWAY- STEWART KLINE

Street Acceptance- Avalon Bluff, Section Three, Phase One Subdivision, Gawain Drive- 1,393.34'; Chivalry Drive- 1,010.15'; Dodson Drive- 123.10'; Langhorn Trail- 1,220.22'

3 Year Sub-Division Street Maintenance Bond- Atlas Excavating Inc $89,728.40 for Avalon Bluff Section Three, Phase One

3 Year Sub-Division Street Maintenance Bond- Milestone Contractors LP $42,540.00 for Avalon Bluff Section Three, Phase One

Right-of-Way Performance and Completion Blanket Bond- Indiana Fiber Network LLC dba Intelligent Fiber Network $5,000 for work in all county right-of-way (Replaces existing Bond #LSM1231388)

VI. WIC- ALICIA KEEN

MOU with Franciscan Health Lafayette 2020-2022
Exhibit A from 2018

Documents:

AGENDA07202020WICEXHIBITA 2018.PDF
AGENDA07202020WICMEMORANDUMOFUNDERSTANDING 2020 2022.PDF

VII. AGREEMENT WITH FIREEYE, INC- DOUG MASSON

VIII. HUMAN RESOURCES- SHIRLEY MENNEN

Service Agreement with ProActive MD
Grant-Funded New Positions

IX. GRANTS- SHARON HUTCHISON

X. PETITION TO ESTABLISH A REGIONAL SEWER DISTRICT

Americus, Buck Creek, and Colburn

XI. CHANGE ORDER FOR CENTRAL OFFICES PROJECT, 1950 S 18TH ST

National Environmental Services Corp

Documents:

AGENDA07202020CENTRALOFFICESCHANGEORDERNATIONALENVIRONMENTAL.PDF

XII. UNFINISHED/NEW BUSINESS

XIII. REPORTS ON FILE

Clerk of the Circuit Court
Treasurer
Weights & Measures

Documents:

AGENDA07202020REPORTSONFILECLERK.PDF
AGENDA07202020REPORTSONFILETREASURER.PDF
AGENDA07062020REPORTSONFILEWEIGHTSMEASURES.XLSX

XIV. PUBLIC COMMENT

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In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, July 6, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary Jennifer Wafford.

I. PLEDGE OF ALLEGIANCE – President Brown called the meeting to order and led the Pledge of Allegiance

II. APPROVAL OF MINUTES from Monday, June 15, 2020.

- Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.

III. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett

The claims from June 19, 2020, through July 6, 2020, were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable as presented, second by Commissioner Murtaugh. Motion carried.

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from June 26, 2020 was recommended for approval without exception.

- Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.

V. AREA PLAN – Sallie Fahey

ORDINANCE 2020-07-CM (Z-2783): a rezoning, with commitment, from A to I3 of the Carr Family Farm LLC, at 6445 E 200 S, Sheffield 5 (NW) 22-3.

- Commissioner Murtaugh moved to consider ORDINANCE 2020-07-CM, second by Commissioner Byers.

Attorney Dan Teder, representing the petitioner (Carr Family Farm LLC), stated this is a request to rezone 3 tracts totaling 98 acres. The commitment received a favorable recommendation from the APC Commission with a 13-0 yes vote, and a 10-3 yes vote for the rezoning petition. The commitment would prevent less desirable uses on this site. The property is located east of I-65, south of Haggerty Lane, and southwest of the T-intersection of CR 650E with Haggerty Lane. APC staff had recommended denial but stated they could support an I1 zone. There is a need for outside storage that is currently unavailable in I1 or I2, which is the reason for the I3 request. Water and sewer are available on the north side of Haggerty. The rezone and resulting development, will fund the TIF in that area and spur the expansion of Yost Road to the north.

Commissioner Byers asked if the utility agreement with Lafayette is a non-binding agreement. Attorney Teder advised that, in his opinion, the utility agreement was non-exclusive.

Kevin Bol (Kevin Bol Commercial Group), the realtor for the petitioner, advised that when he was involved with the Toyota Tsusho Property search, the company was looking for

and selected a shovel-ready site. He advised that if the plan is to have this site considered for development soon, that it be shovel ready before the need for industrial property arises.

Public comment on the rezoning was received in the form of emails from Cindy Marsh and Carla Snodgrass. Both Cindy and Carla are in opposition of this rezoning.

- Commissioner Murtaugh moved to approve the commitment that is attached to ORDINANCE 2020-07-CM, second by Commissioner Byers.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Brown	Yes
Commissioner Murtaugh	Yes
Commissioner Byers	Yes

Ordinance 2020-07-CM passed with a vote of 3-0.

VI. PRESENTATION OF 2021 SALARY STATEMENTS

Auditor Plantenga presented the salary statements for the 2021 budget hearings to the Commissioners that will then be presented to the County Council.

VII. HIGHWAY – Stewart Kline presented and recommended:

A. Utility Agreement with Indiana American Water, for the County Road 500 North project, to relocate Water Main.
   - Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

B. Supplemental Agreement #3 for Professional Services with Crossroad Engineers, for the reconstruction of Yeager Road. New Total for agreement is $693,350, with an addition of $199,210.
   - Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

C. Unofficial Local Detour Agreement between INDOT & Tippecanoe County for SR 25 (1100S / 825W / 1200S)
   - Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

D. Street Acceptance in Stones Crossing Subdivision, Section 4, Phase 4 for the following: Scoria Court for 648.61 feet, Amethyst Place for 699.42 feet, Amethyst Drive for 108.39 feet, Dentelle Street for 1,172.51 feet, Spinel Street for 102.54 feet, Ensley Street for 99.31 feet, and Druze Avenue for 94.12 feet. Additionally, a three-year subdivision maintenance bond for Midwest Paving LLC in the amount of $39,849.80.
   - Commissioner Byers moved to approve the street acceptance and maintenance bond as presented, second by Commissioner Murtaugh. Motion carried.

E. Irrevocable Standby Letter of Credit in the amount of $5,000 for A & M Pizza Real Estates LLC to construct a Domino's commercial drive entrance and storm sewer tie-in within the county right-of-way.
   - Commissioner Murtaugh moved to approve the letter of credit as submitted, second by Commissioner Byers. Motion carried.

VIII. HUMAN RESOURCES – Shirley Mennen presented and recommended:

A. New Positions for 2021

There were 33 new positions initially requested for 2021, with only 22 of the new positions being recommended. The start date for the new positions will be January 3rd, 2021. The requested positions and changes to existing positions were reviewed as follows:

Assessor:

-Add one (1) "Personal Property Auditor Appraiser" (PAT III) position for the 2021 budget year that will be funded from the Personal Property Audit Fund. The auditor appraiser would audit active accounts to verify proper filing is compliant.

-Add one (1) "Valuation Specialist -Quality Control" (PAT III) position that will replace two (2) "Field Staff" (COMOT II) positions. This will eliminate (2) lower-level positions not currently filled and add a position that will help facilitate reassessments.

CASA:

-Add one (1) "Full-Time Attorney" (SO) position for the 2021 budget year that will be a 75% VOCA Grant / 25% General Fund match. The position is to help advocate for children in our county and even the workload across all the CASA attorneys.

Probation:

-Add one (1) "Probation Officer" (SO) position for the 2021 budget year that will be used for Superior Courts 4, 5 & 7 Compliance Review hearings, and paid out of LIT Public Safety funds.

Judge McVey spoke in support of the request for this additional position. She stated that with the growth in population in the county, there is an increase in the number of cases that require additional supervision.

Prosecutor:

-Add two (2) "Deputy Prosecuting Attorney" (SO) positions. These positions are needed to staff the caseload that will be moved to Superior 7. These positions will be paid from the LIT Public Safety Fund.

-Add one (1) "Digital Forensic Analyst" (PAT IV) position. This position will work with both the Prosecutor and Sheriff's offices and will be paid from the LIT Public Safety Fund.

Public Defender:

-Add one (1) "Litigation Assistant" (COMOT III) position for the 2021 budget year that will be paid out of the General Fund. This position would handle case assignments for Superior 7 as well as handling case files and answering phones.

Sheriff:

-Add one (1) "Patrol Lieutenant-Merit" (Lieutenant) position for the 2021 budget year, and it would be paid out of LIT Public Safety Funds. This position would go into the Jail to assist the Jail Captain with management needs.

-Add one (1) "Patrol Sergeant-Merit" (Sergeant) position for the 2021 budget year, and it would be paid out of LIT Public Safety Funds. This position would go into the Jail to assist the Jail Captain with management needs.

-Add two (2) "Court House Security" (POLE III) positions for the 2021 budget year, and it would be paid out of LIT Public Safety Funds. These positions would provide additional security to the Courthouse, which will be needed with the new court being added.

-Add six (6) "Jail Deputy" (POLE II) positions for the 2021 budget year, and it would be paid out of LIT Public Safety Funds. These positions would assist with the security needs in the Jail, as well as transportation to booking for inmates when attending court hearings.

-Add two (2) "Communication Officer" (POLE II) positions for the 2021 budget year, and it would be paid out of LIT Public Safety Funds. These positions would assist with dispatching calls that are received, and it would free up supervisors to be able to complete their supervisory duties.

Soil and Water:

-Add one (1) "Administrative Assistant" (PAT II) position for the 2021 budget year to be paid from the General Fund.

-Add one (1) "Special Projects Conservationist" (PAT III) position for the 2021 budget year to be paid from the General Fund.

Superior 7:

-Add two (2) "Court Reporter" (COMOT V) positions. These positions would staff the new Superior 7 court that will be established in 2021.

-Add one (1) "Bailiff" (COMOT IV) position. This position would staff the new Superior 7 court that will be established in 2021.

-Add one (1) "Administrative Assistant" (COMOT III) position starting mid-2021. This position would staff the new Superior 7 court that will be established in 2021.

Tippecanoe County Community Corrections:

-Add one (1) "Community Outreach & Training Coordinator" (PAT III) positions. This position would be responsible for providing mandatory training, tracking training compliance, and assist in recruiting and community outreach.

-Add one (1) "Intake & Community Service Coordinator" (PAT III) position. This position would be working with individuals in the community corrections population to ensure they are completing service hours, making payments as required, and overseeing the intake department.

-Add one (1) "Intake Officer" (POLE II) position. This position would help facilitate quicker sign-on to the community service program from the Jail as well as the Department of Corrections.

-Add one (1) "Licensed Social Worker" (PAT II) position. The purpose of this position is to bring therapy services for substance abuse and mental health inside the facility. This will help alleviate some of the logistical issues of getting individuals to these services outside the facility.

-Add two (2) "Masters Licensed Mental Health Counselor (LMHC)" (PAT IV) position. The purpose of this position is to bring therapy services for substance abuse and mental health inside the facility. This will help alleviate some of the logistical issues of getting individuals to these services outside the facility.

-Add one (1) "Bachelors Licensed Addictions Counselor (LAC)" (PAT III) position. The purpose of this position is to bring therapy services for substance abuse and mental health inside the facility. This will help alleviate some of the logistical issues of getting individuals to these services outside the facility.

- Commissioner Murtaugh moved to approve the following positions requested (1 Personal Property Auditor Appraiser, 1 Probation Officer, 1 Deputy Prosecuting Attorney, 1 Digital Forensic Analyst, 1 Litigation Assistant, 1 Patrol Lieutenant -Merit, 2 Court House Security Guards, 4 Jail Deputies, 1 Communications Officer, 2 Court Reporter's, 1 Bailiff, 1 Administrative Assistant, 1 Community Outreach & Training Coordinator,1 Intake Officer, 1 Masters Licensed Mental Health Counselor (LMHC), 1 Bachelors Licensed Addictions Counselor) as presented, second by Commissioner Byers. Motion carried.
- Commissioner Murtaugh moved to approve the "Full-Time Attorney" position for CASA as presented, second by Commissioner Brown. Motion carried.
- Commissioner Murtaugh moved to eliminate 2 "Field Specialist" positions at the Assessor's office and replace them with a "Valuation Specialist -Quality Control" position as presented, second by Commissioner Byers. Motion carried.

B. Consulting Services Agreement with Berkshire Associates, Inc. to upgrade the Equal Employment Opportunity Plan not to exceed $4,500.

- Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

IX. PROSECUTOR – Pat Harrington presented and recommended:

A. Permission to accept the VOCA Grant from the Indiana Criminal Justice Institute to continue the Victims of Crime advocating program. Grant is awarded for 2020-2022 in the amount of $596,370. This award allows for the Prosecutor's office to pay for 3.5 victim advocates and allows for children of crimes to be treated.

- Commissioner Murtaugh moved to accept grant as presented, second by Commissioner Byers. Motion carried.

B. Permission to accept the APS grant from the Indiana Family & Social Services Administration, Division of Aging to continue the Adult Protective Services program in the amount of $385,931.73 from July 1, 2020, to June 30, 2021. This grant award will allow for the hiring of another Full-Time Adult Protective Services Investigator.

- Commissioner Murtaugh moved to approve the grant as presented, second by Commissioner Byers. Motion carried.

X. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. Community Correction and Probation for their DOJ annual 2021 budget for over $1 million dollars.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

B. Commissioners for CDBG funding for Phase 2 of OCRA Relief to Hometown Business Preservation Initiative (HBPI) program, in the amount of $250,000.
   - Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Byers. Motion carried.

C. Sheriff/Bomb Squad from the Firehouse Sub Foundation, seeking funding to assist in the purchase of new Bomb Squad Equipment.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

Permission to Accept Grants funds:

A. Rural Transportation 5311 in the amount of $184,935, for the Area IV Agency on Aging and Community Action Program's Inc., to continue the support of the Section 5311 Transit in Tippecanoe County. (Report on File)
   - Commissioner Murtaugh moved to accept the grant as presented, second by Commissioner Byers. Motion carried.

MOU/Contract:

A. Misty Robinson, Miriah Anderson, and Stanford Swanson for Back On Track Facilitators in the amount of $2,280 each.

B. Stanford Swanson, Benjamin North, and John Townsend for Juvenile Justice Jeopardy Facilitators in the amount of $720 each.

C. Amanda Guzman, Jonathan Holley, and Sarah Wyatt for the Teen Court Judges in the amount of $3,150 each.

D. Oliver Educational Services for a Teaching the Teen Brain Booster class in the amount of $2,000.

E. Six Contracts for Law Enforcement Officers to do Community Engagement for the 2020-2021 JDAI Grant.
   - Commissioner Murtaugh moved to approve the agreements as presented, second by Commissioner Byers. Motion carried.

XI. CHANGE ORDER FOR FAIRGROUNDS PROJECT- Dave Byers presented and recommended:

A. Change order with Mulhaupt's Inc. (#3) to change black storefront door hinges from McKinney MCK-12HD Series Full Mortise Short Leaf Flush to Select SL11 Concealed Geared Continuous Hinge and omit masonry wall access panels. The total increase for this change order equals $2,466.

B. Change order with Brenneco Inc. (#5) to add lineal feet of CPVC pipe, insulation, and heat trace to raise Area A overhead waterlines from 25' AFF to follow the profile of the roof. The total increase for this change order equals $2120.

- Commissioner Byers moved to accept the change orders as presented, second by Commissioner Murtaugh. Motion carried.

XII. PROFESSIONAL SERVICES AGREEMENT

Attorney Masson presented a Professional Services Agreement with Ice Miller, for Fairgrounds Bond Review. The agreement would allow Ice Miller to complete the arbitrage calculations that the IRS requires to ensure the County is not profiting from the bond money being held. The amount of the agreement totals $3,500.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

XIII. RETAIL GAS SUPPLY AGREEMENT- Commissioner Brown presented and recommended:

A 3-year agreement with EDF Energy Services LLC, for the purchase of bulk natural gas, to replace the current agreement in place with Tippecanoe County.

- Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

XIV. APPLICATION TO VILLA

- Commissioner Murtaugh moved to approve the application to the Villa for Bryan Michael Leap as presented, second by Commissioner Byers. Motion carried.

XV. UNFINISHED/NEW BUSINESS – None

XVI. REPORTS ON FILE

-Area IV Rural Transportation Grant
-Tippecanoe County Building Commission
-Wabash River Heritage Corridor Commission
-Tippecanoe County Weights and Measures

XVII. PUBLIC COMMENT – None

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 7/20/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into by and between Franciscan Alliance, Inc. d/b/a Franciscan Health Lafayette ("PROVIDER") and The Tippecanoe County Board of Commissioners on behalf of Tippecanoe County Women, Infants & Children ("BUSINESS ASSOCIATE").

RECITALS

A. PROVIDER and BUSINESS ASSOCIATE have entered into, and may in the future enter into, one or more underlying contracts or purchase orders ("Underlying Contracts") that will require BUSINESS ASSOCIATE to perform, or assist in the performance of a function or activity, or otherwise provide services of a type for PROVIDER which qualifies BUSINESS ASSOCIATE as a "Business Associate" as that term is defined by the Health Insurance Portability and Accountability Act of 1996 and all such regulations promulgated thereunder ("HIPAA").

B. BUSINESS ASSOCIATE, in fulfilling its obligations for and on behalf of PROVIDER, shall be expected to create or receive and maintain certain Protected Health Information and other forms of nonpublic personal information, including, but not limited to, social security numbers and other identifying information protected under applicable state law(s) (hereinafter collectively referred to as "PHI") from time to time that is the property of PROVIDER.

C. PROVIDER and BUSINESS ASSOCIATE desire to enter into this Agreement which shall supplement each of the Underlying Contracts, as required by HIPAA, in order to provide satisfactory assurances to PROVIDER that BUSINESS ASSOCIATE shall maintain appropriate Administrative, Physical and Technical Safeguards to protect the Confidentiality, Integrity and Availability of all such PHI in accordance with HIPAA as amended, including but not limited to the statutory amendments to HIPAA that were enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") which is entitled the Health Information Technology for Economic and Clinical Health ("HITECH") Act (hereinafter collectively referred to as "HIPAA") and other applicable requirements discussed herein. Except as supplemented, the terms of the Underlying Contracts shall continue unchanged and shall apply with full force and effect as to the matters addressed therein.

NOW THEREFORE, PROVIDER and BUSINESS ASSOCIATE agree as follows:

1. **Definitions**. All capitalized terms and phrases in this Agreement shall have the same meanings as defined by HIPAA and if not otherwise defined therein, shall have their ordinary and customary meaning:

2. **Restriction on Use and Disclosure of Protected Health Information**. BUSINESS ASSOCIATE shall not Use or Disclose PHI except as permitted or required by an Underlying Contract, this Agreement, or HIPAA.

3. **Authorized Uses and Disclosures**. BUSINESS ASSOCIATE is hereby authorized to Use and Disclose PHI on a "Need to Know" basis, but only in connection with the performance of the particular functions, activities or services set forth in the Underlying Contracts or as otherwise required by PROVIDER, in writing, from time to time. BUSINESS ASSOCIATE may also Use and Disclose PHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE; provided (a) the Disclosure is Required by Law; or (b) BUSINESS ASSOCIATE obtains reasonable assurances from the third party to whom the PHI is Disclosed that the PHI will be held confidential and will be Used or further Disclosed only for authorized purposes or as otherwise Required by Law, and the third party agrees to immediately notify the BUSINESS ASSOCIATE if there is any reason to believe the confidentiality of the PHI has been breached.

4. **BUSINESS ASSOCIATE Obligations.**

   (a) **Compliance; Safeguards.** BUSINESS ASSOCIATE represents and warrants that BUSINESS ASSOCIATE has or will comply with the HITECH Act amendments to HIPAA on or before the compliance dates established therein. BUSINESS ASSOCIATE shall implement and document appropriate Administrative, Physical and Technical Safeguards in order to preserve the Confidentiality, Integrity and Availability of all PHI and to prevent any unauthorized Use or Disclosure of PHI, or any Breach or actual Security Incident, or other violation of HIPAA (hereinafter collectively referred to as "Incident") and make all such documentation available to PROVIDER for review upon request.

   (b) **Encryption.** BUSINESS ASSOCIATE shall encrypt PROVIDER files that are accessed, created, stored, or transmitted electronically by BUSINESS ASSOCIATE. Examples include but are not limited to files stored on their servers, workstation hard drives, email transmission, FTP, as well as any portable media. This provision is not meant to limit in any way any legal requirements imposed on a BUSINESS ASSOCIATE by law.

   (c) **Reporting.** BUSINESS ASSOCIATE shall report to PROVIDER's Privacy Officer any Incident that BUSINESS ASSOCIATE has reason to believe has or may have resulted in a breach of the Confidentiality, Integrity or Availability of PHI. BUSINESS ASSOCIATE shall report all Incidents to PROVIDER's Privacy Officer, not more than twenty-four (24) hours after BUSINESS ASSOCIATE learns of the Incident. Said report shall identify: (i) the known facts and circumstances related to the Incident; (ii) the PHI that is known to be the subject of the Incident; (iii) the persons who are known to have information about the

Incident; and (iv) the corrective action that BUSINESS ASSOCIATE took or will take to mitigate any deleterious effects of the Incident and to prevent future Incidents. BUSINESS ASSOCIATE shall submit a written report to PROVIDER for review upon request. Additionally, BUSINESS ASSOCIATE, in its capacity as a "service provider" to PROVIDER under the FTC Red Flags Rule set forth at 16 CFR part 681, as amended, shall report to PROVIDER any suspicious circumstances or "red flags" indicative of actual or possible identity theft or deception as required therein.

(d) **Agents, Contractors, and Subcontractors.** BUSINESS ASSOCIATE shall ensure that any agent, contractor, or subcontractor, to whom it provides Protected Health Information, agrees, in writing, to the same restrictions and conditions that apply to BUSINESS ASSOCIATE under this Agreement.

(e) **Patient's Access to PHI.** BUSINESS ASSOCIATE shall act in a manner that permits PROVIDER to permit Patient Access to PHI in accordance with HIPAA as amended.

(f) **Amendment of PHI.** BUSINESS ASSOCIATE shall act in a manner that permits PROVIDER to make amendments to PHI in accordance with HIPAA, as amended.

(g) **Accounting of Disclosures**. BUSINESS ASSOCIATE shall act in a manner that permits PROVIDER to provide an accounting of Disclosures to Patients in accordance with HIPAA, as amended.

(h) **Practices, Books and Records**. BUSINESS ASSOCIATE shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of PROVIDER, available to the Secretary for the purpose of determining PROVIDER'S compliance with the HIPAA, subject to the BUSINESS ASSOCIATE'S professional obligations with respect to such practices, books and records. For purposes of clarity, this provision does not obligate BUSINESS ASSOCIATE to provide any information unrelated to the services provided to PROVIDER by BUSINESS ASSOCIATE pursuant to the Underlying Contracts.

(i) **Cure of Noncompliance**. If PROVIDER notifies BUSINESS ASSOCIATE of any Incident, or alternatively, if BUSINESS ASSOCIATE notifies PROVIDER of an Incident under Section 4(c) herein, BUSINESS ASSOCIATE shall immediately take all steps necessary to cure any such Incident immediately, notwithstanding PROVIDER's right to terminate the Underlying Contract(s) and this Agreement under Section 6(a) herein.

(j) **Mitigation.** Business Associate shall take reasonable steps to mitigate, to the extent practicable, any harmful effect to PHI that is known to BUSINESS ASSOCIATE or communicated to BUSINESS ASSOCIATE by PROVIDER that is the result of any Incident; provided, however, that this provision shall not be deemed to permit or excuse any such violation.

(k) **Legal Obligations.** In the event BUSINESS ASSOCIATE believes it has a legal obligation to further Disclose any PHI in BUSINESS ASSOCIATE'S possession, including, but not limited to obligations that arise from the issuance of a third party discovery request, subpoena or court order, BUSINESS ASSOCIATE shall notify PROVIDER as soon as reasonably practical after it learns of such obligation, and in any event within a time sufficiently in advance of the proposed release date such that PROVIDER'S rights and interests would not be prejudiced, as to the legal requirement pursuant to which BUSINESS ASSOCIATE believes the PHI must be released. If PROVIDER objects to the release of such PHI, BUSINESS ASSOCIATE shall allow PROVIDER to exercise any legal rights or remedies which either PROVIDER or BUSINESS ASSOCIATE might have with respect to the further Disclosure of PHI.

(l) **Return or Destruction of the PHI.** Upon the termination of the business relationship between PROVIDER and BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall return to PROVIDER, or, at PROVIDER'S direction, destroy, all PHI that BUSINESS ASSOCIATE has created or received and maintained or stored in any medium or storage system, pursuant to the Underlying Contracts, subject to any professional responsibilities of BUSINESS ASSOCIATE to maintain such information, in which event BUSINESS ASSOCIATE shall maintain all such PHI in accordance with its custom and practice with respect thereto. BUSINESS ASSOCIATE shall complete such return or destruction of PHI (if applicable) as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Underlying Contracts. BUSINESS ASSOCIATE shall identify any recorded PHI of PROVIDER that is in BUSINESS ASSOCIATE'S possession and which cannot feasibly be returned to PROVIDER or destroyed, and BUSINESS ASSOCIATE shall limit any further Use of that PHI to those purposes that make return or destruction of said PHI infeasible. Within said thirty (30) days, BUSINESS ASSOCIATE shall certify to PROVIDER, in writing and under oath, (i) that the return of all PHI has been completed; and (ii) that any PHI not returned will be Used or Disclosed by BUSINESS ASSOCIATE only for those purposes which make return of the PHI infeasible or not required. BUSINESS ASSOCIATE shall remain bound by the provisions of this Agreement, even after termination of any Underlying Contracts, until such time as all PHI has been (i) returned to PROVIDER; (ii) De-Identified; or (iii) otherwise destroyed as provided in this Section; provided that the parties understand and agree that certain unrecorded information cannot be returned, destroyed, or De-

Identified, so the BUSINESS ASSOCIATE shall remain bound by the provisions of this Agreement so long as BUSINESS ASSOCIATE possesses the PHI.

5. **Term of this Agreement**. This Agreement shall be effective when executed on behalf of both of the parties hereto and shall continue in full force and effect until the effective date of the termination, cancellation, expiration or other conclusion of all Underlying Contracts executed by and between the parties hereto.

6. **Remedies.**

   (a) **Termination.** PROVIDER may terminate the business relationship between PROVIDER and BUSINESS ASSOCIATE, including any Underlying Contracts, agreements, arrangements or understandings, whether or not in writing, upon which the business relationship is based and such other agreements, arrangements or understandings are hereby amended to permit such termination, if PROVIDER determines that BUSINESS ASSOCIATE has violated a material term of this Agreement or HIPAA that cannot otherwise be cured by BUSINESS ASSOCIATE under Section 4(i) herein. Termination of the business relationship by PROVIDER shall be in addition to and not in place of any other remedies that may be available to PROVIDER.

   (b) **Injunction.** Notwithstanding any other rights or remedies provided for in this Agreement, the parties agree that PROVIDER may seek injunctive relief to prevent or stop the unauthorized Use or Disclosure of PHI by BUSINESS ASSOCIATE, or any agent, subcontractor or other third party that received PHI from BUSINESS ASSOCIATE, without the necessity of proving actual damages or the occurrence of an unauthorized Use or Disclosure or other Security Incident.

7. **Indemnification.** BUSINESS ASSOCIATE shall indemnify and hold PROVIDER and each of its officers, employees, directors, agents and representatives ("Indemnified Persons") harmless from and against any and all claims, losses, costs, damages, or expenses, including reasonable attorneys' fees, that arise out of any actions or omissions by BUSINESS ASSOCIATE, or any of its officers, employees, directors, agents or representatives which result in a breach by BUSINESS ASSOCIATE of this Agreement or HIPAA as that term is defined herein. Without limiting the foregoing, PROVIDER shall give BUSINESS ASSOCIATE prompt written notice of such claim, suit, or proceeding. The parties hereto agree that no provision in the Underlying Contract(s) shall, in any way, modify or nullify this Section 7 in any manner.

8. **Conflicting Laws and Obligations.** If BUSINESS ASSOCIATE believes that it is unable to comply with any of its obligations under this Agreement due to any conflicting laws, regulations, pronouncements, or ethical obligations, it may seek a determination, or judgment, from a court of competent jurisdiction regarding its ability to comply with such

obligations, so long as such actions will not cause PROVIDER to be in violation of HIPAA.

9. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

IF to PROVIDER:	IF to BUSINESS ASSOCIATE:
Franciscan Health Lafayette	Tippecanoe County WIC Program
1501 Hartford Street	1322 Tippecanoe Street
Lafayette, Indiana 47903	Lafayette, Indiana 47904
ATTN: Privacy Officer	ATTN: Alicia Keen, R.D., IBCLC

Such notice shall be deemed to be given on the date it is deposited in the mail as stated above, on the date it is given to the overnight delivery service, or the date it is given personally to the party to whom it is directed. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

10. **Amendment.** This Agreement may not be changed, modified, or amended except by a written agreement executed by an authorized representative acting on behalf of each of the parties.

11. **No Waiver**. No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, or a waiver of the right at any time thereafter to require strict compliance with all of its terms.

12. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements, and understandings of every kind and nature between them.

13. **Headings.** The headings placed before the various paragraphs and subparagraphs of this Agreement are inserted for each of reference only, do not constitute a part of this Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Agreement.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Indiana without reference to the choice of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

"PROVIDER"

Franciscan Alliance, Inc. d/b/a

Franciscan Health Lafayette

BY: Terrance E. Wilson
NAME: Terrance E. Wilson
ITS: President/CEO
DATED: 4/25/18

"BUSINESS ASSOCIATE"

Tippecanoe County Board of Commissioners, on behalf of Tippecanoe County Women, Infants & Children

BY: T P Murtaugh
NAME: Thomas P. Murtaugh
ITS:
DATED: 4.27.2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
TIPPECANOE COUNTY BOARD OF COMMISSIONERS
AND
FRANCISCAN ALLIANCE, INC. D/B/A
FRANCISCAN HEALTH LAFAYETTE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this ____ day of July, 2020 between the Tippecanoe County Board of Commissioners ("County"), on behalf of Tippecanoe County Women, Infants & Children (WIC) Agency (hereafter "WIC") and Franciscan Alliance d/b/a Franciscan Health Lafayette (hereafter "Hospital") in Lafayette, Indiana. The goal is to improve breastfeeding initiation and duration rates among WIC clients who deliver their infants at the Hospital through providing WIC program and breastfeeding services.

WITNESSETH:

WHEREAS, WIC provides a supplemental nutrition program committed to improving the health of eligible pregnant women, new mothers, infants, and children by providing nutrition education, nutritious foods, and breastfeeding support; and

WHEREAS, Franciscan Alliance, Inc. is an organization exempt from federal income taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and is organized and operates exclusively for charitable purposes, including the provision of health care services through hospitals and healthcare facilities which are owned or leased and operated by Franciscan Alliance, Inc. or its affiliates comprised of Franciscan Health Lafayette East; and

WHEREAS, the Hospital is willing to make available its facilities to WIC Personnel for the purpose of performing certifications, providing nutrition education and counseling and breastfeeding support. WIC Personnel includes Registered Dietitians and/or Nutritionists (hereinafter "CPA"s -competent professional authority), and Breastfeeding Peer Counselors (hereinafter "BPC"s).

NOW THEREFORE, WIC and Hospital hereby agree as follows:

I. The Relationship between WIC and Hospital. It is recognized that the Hospital and its medical staff have sole responsibility for control of Hospital activities and WIC and its staff have sole responsibility for the conduct of WIC activities. Each party agrees to respect these rights and to assure that the philosophy of this Agreement is implemented.

A. While the Hospital and medical staff may contribute, all parties agree that the ultimate responsibility for education lies with WIC.

B. All parties agree that the ultimate responsibility for patient care remains with the Hospital and its medical staff.

II. WIC shall:

A. WIC agrees to provide the following Personnel and services for WIC clients and/or potential clients at the Hospital:

1. Allow WIC CPA's to perform certifications and counseling; providing WIC services and benefits as well as basic nutrition and breastfeeding education, support, and referrals during rounds at the Hospital.

2. BPCs that have been trained through WIC Breastfeeding Peer Counseling Program will provide basic breastfeeding education, support, and referrals during rounds at the Hospital.

3. WIC Personnel will be screened by the Hospital volunteer office to ensure that they meet all the requirements necessary to provide patient care in the Hospital, and will comply with all the guidelines provided by the volunteer office.

4. An International Board Certified Lactation Consultant ("IBCLC") or breastfeeding expert from WIC or Hospital will provide additional training on working in the Hospital, and will mentor the BPCs until they are competent to conduct rounds independently.

5. WIC will designate a liaison to provide technical assistance and to mediate any concerns that may arise.

6. In connection with the performance of this Agreement, WIC Personnel may be given access to or otherwise come into contact with or become aware of confidential patient information. Therefore, WIC and its employees shall use confidential information solely in connection with the performance of this Agreement and shall not directly or indirectly disclose or use any confidential patient information without the patient's prior written consent, both during and after the termination of this Agreement.

7. Assure that WIC Personnel will follow all Hospital's policies and procedures.

8. Assure that WIC Personnel will be in good health as far as can be determined by examination by a licensed physician. Assure that all WIC Personnel will comply with all Hospital policies, procedures, standards and practices including the following:

a. Prior to providing services for Hospital

i. WIC will assure that their Personnel can provide documentation of personal health records upon request by the Hospital. Health records must include a 10-panel minimum drug screening which

shall include tuberculosis screening, Hepatitis B, varicella titer, tetanus diphtheria, MMR and an influenza immunization (flu shot)

ii. Satisfactorily complete the new employee orientation program

iii. WIC will conduct criminal background checks for WIC Personnel providing services as outlined in this agreement and will provide verification of such upon request by Hospital.

9. Provide instruction and instructional materials as may be necessary to carry out education regarding the WIC program.

B. Duties of WIC Personnel are to:

1. Check in with the hospital nurse or lactation consultant.

2. Make rounds with all WIC clients and/or potential clients to assess their interest in WIC program services, breastfeeding and to provide basic assistance.

3. Observe a feeding within accordance with hospital policy to check positioning and latch.

4. Report any breastfeeding concerns that are beyond the BPC scope of practice to the patient's assigned nurse or lactation consultant, and WIC designated breastfeeding expert.

5. Keep accurate records for all contacts and submit them in a timely manner to WIC supervisor and to the hospital nurse following agreed upon procedures.

6. Give breastfeeding literature provided by the WIC Program.

7. Refer to WIC office for follow-up with WIC designated breastfeeding expert to arrange for an electric breast pump, if necessary.

8. Arrange for follow-up contacts after discharge if agreeable to the mother.

9. Assist patients with accessing WIC services.

C. County shall at all times, during this Agreement, secure and maintain the following insurance for WIC and their employees that will be providing services to or on behalf of Hospital:

(1) General Liability of $1,000,000 per claim and $3,000,000 per annual aggregate for bodily injury, personal injury, contractual liability and property damage claims arising out of or based upon WIC and their employee's acts, errors

or omissions while naming Hospital as an additional insured on a primary and non-contributory basis.

(2) Workers Compensation as statutorily required in the State of Indiana and shall include a waiver of subrogation. WIC agrees that any injury (including death) sustained by any employee of WIC that occurs while providing services under this Agreement shall be reported immediately to their Workers Compensation Carrier regardless of negligence.

(3) Employers Liability of $500,000 per employee, accident and disease which shall include a waiver of subrogation.su

(4) Property insurance for all property owned or brought onto Hospital's premise.

D. Agree that any services provided under this Agreement will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to Hospital, including but not limited to regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) – "HIPAA" and Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") and Health Information Technology for Economic and Clinical Health Act ("HITECH") collectively referred to as HIPAA, and have previously executed a Business Associate Agreement, attached as Exhibit A and incorporated herein. Furthermore, WIC and Hospital shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Standards of Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that Hospital is at all times in conformance with all Laws. If, within ninety (90) 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 the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

III. The Hospital shall:

A. Designate a contact person to whom WIC Personnel will report.

B. Facilitate rounds in conjunction with WIC; referring potential WIC clients to the WIC Local Agency

C. Provide the WIC BPC with referrals of breastfeeding mothers under their care who demonstrate a need for breastfeeding support.

D. Provide patient information, as requested, for certification (height, weight, hemoglobin, etc.) to CPA's representing the WIC Local Agency.

E. Provide adequate space for WIC Personnel to complete their work and to store program information, forms, and equipment and breastfeeding and nutrition education materials.

F. Work with the WIC liaison to report any concerns, and to regularly communicate progress of the services being provided.

G. May require a Hospital orientation for WIC Personnel through the volunteer program.

H. Provide classroom and/or conference room space as may be reasonably necessary and available to carry out clinical instruction in this program.

I. Retain ultimate responsibility for the care of patients in the facility.

J. Make available written or electronic copies of the Hospital's policies and procedures that apply to WIC Personnel.

IV. WIC and Hospital mutually agree that:

A. WIC Personnel shall dress professionally and wear a Hospital name badge while on duty at Hospital.

B. Hospital reserves the right in its sole and absolute discretion to exclude from its facility anyone whose work or conduct may reflect discredit to the Hospital or the program.

C. WIC and Hospital shall provide all services hereunder in a manner consistent with the philosophy of the Franciscan Alliance, Inc. and with The Ethical and Religious Directives for Catholic Health Care Services as promulgated and amended from time to time by the United States Conference of Catholic Bishops or its successor and as interpreted by the local bishop from time to time ("Directives"), provided, however, that nothing in this Agreement shall be construed to require WIC to endorse any particular religious doctrine or belief. A copy of the Directives as of the date of this Agreement may be found at the following link:

http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf

D. Both parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify

and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney's fees, arising from any negligent act or omission that is the sole responsibility of the Indemnitor, it's successors, assigns, directors, officers, employees, or agents. If, however, such claims and suits are the result of the joint negligence of both WIC and the Hospital in same proportionate percentages, then the above indemnification and hold harmless provisions shall not apply. Further, Indemnitor agrees to indemnify, defend and hold harmless Indemnitee for any Claims arising out of or based upon of any bodily injury to an Indemnitor employee even if the Indemnitor, its employees or agents are negligent or in any other way at fault for such injury unless Indemnitor is solely at fault for such injury.

V. Term

This Agreement will commence on July 1, 2020 and terminate on June 30, 2022. This Agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party.

VI. Termination without Cause

Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party.

VII. Confidentiality

The parties shall, and shall require each employee or agent to, at all times: (a) hold Confidential Information in confidence, (b) use Confidential Information for the benefit of and not to the detriment of Hospital, and (c) not, directly or indirectly, through one or more intermediaries, disclose Confidential Information to an unauthorized person or use Confidential Information in an unauthorized manner. Confidential Information may, however, be disclosed in the event that a party is required to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or regulatory or administrative body that has power to compel the disclosure of information. "Confidential Information" shall mean any proprietary, confidential or competitively-sensitive information and materials that are the property of or relate to a party including a party's policies, procedures, business practices, patient lists, charges, reimbursement levels, financial information, referral sources, operations manuals, strategic plans, marketing strategies, profits, revenues, financial condition, training programs or materials, service techniques, service procedures or processes, marketing plans or techniques, business strategies, and trade secrets (as that term is defined under the Indiana Trade Secrets Act, Ind. Code §§ 24-2-3-1 et seq., as amended from time to time) and any other information that possesses independent economic value to a party. The term "Confidential Information" shall not include information that (i) was in the possession of the other party prior to its disclosure by a party; (ii) is or becomes generally available to the public at large other than as a result of a disclosure by the other party; or (iii) was received from a third-party having a lawful right to disclose such information.

VIII. Amendment of Agreement

This Agreement may be modified or amended only by an instrument in writing executed by authorized representatives of both parties.

VII. Governing Law

This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the laws of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action.

VIII. Assignment

This Agreement may not be assigned by either party, without the express written consent of the other, except that Hospital may assign this Agreement to any entity operating Hospital or to a related or affiliated organization. "Related or affiliated organization" shall mean an entity which controls, is controlled by, or is under common control with Hospital. For the purpose of this Agreement a sale of more than 50% of a part's membership or ownership interests, or the merger or consolidation of a party shall be deemed to be an assignment of this Agreement.

IX. Notices:

Any notice required or permitted to be given to a party under the provisions of this Agreement shall be deemed given if mailed by certified or registered United States mail, postage prepaid, addressed as follows:

If to WIC:	Tippecanoe County WIC Program 324 N. 25th Street Lafayette, IN 47904 Attn: Alicia Keen, R.D., IBCLC Coordinator
If to Hospital:	Franciscan Health Lafayette 1701 South Creasy Lane Lafayette, IN 47905 Attn: Legal Department

Either party may, from time to time, change its notice address by written notice to the other party at its then current mailing address, in accordance with the provisions of this Section.

X. E-Verify Employment Eligibility Verification**.** In accordance with IC 22-5-1.7, if Hospital has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Hospital shall enroll in and verify the work eligibility status for all of Hospital's newly hired employees through the E-Verify program. Hospital shall not knowingly employ or contract with an unauthorized alien, nor shall Hospital retain an

employee or contract with a person that Hospital subsequently learns is an unauthorized alien.

Hospital shall:

1. Sign and deliver to County a sworn affidavit that affirms that the Hospital has enrolled and is participating in the E-Verify program;

2. Provide documentation to County substantiating that Hospital has enrolled and is participating in the E-Verify program; and

3. Sign and deliver to County an affidavit affirming that Hospital does not knowingly employ an unauthorized alien.

Hospital shall require all subcontractors, who perform work under this contract, to certify to Hospital in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Hospital agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Hospital fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Hospital to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Hospital receives notice of such termination.

XI. Investment Activities in Iran. As required by IC 5-22-16.5-13, the Hospital hereby certifies that the Hospital is not engaged in investment activities in Iran.

XII. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the parties, whether oral or written, concerning same. The parties agree that, upon execution of this Agreement, the Memorandum of Understanding entered into by the parties as of May 1, 2018 is hereby terminated.

XIII. Exclusion from State or Federal Health Care Programs**.** County and WIC represent and warrant that it they are not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or nonprocurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. County and WIC further represent and warrant that to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. County and WIC shall notify Hospital in writing upon the commencement of any such exclusion or investigation within seven (7) business days of

receiving first notice of such exclusion or investigation. Hospital shall have the right to terminate this Agreement immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written. This Agreement may be executed in multiple counterparts and delivered by facsimile or other electronic or digital transmission, and a printout of the computerized version shall be considered an original.

TIPPECANOE COUNTY BOARD OF COMMISSIONERS:

_____
Tracy Brown, President

Date_____

_____
Thomas Murtaugh, Vice-President

Date_____

_____
David Byers, Member

Date_____

Attest: _____
Robert Plantenga , Tippecanoe County Auditor

FRANCISCAN ALLIANCE, INC. d/b/a FRANCISCAN HEALTH LAFAYETTE:

_____
Terrance E. Wilson
President/CEO

Date_____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

(see the attached)

AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
899-Tippecanoe Co Central Offices - TCCO
1950 South 18th Street
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP1 899-001
INITIATION DATE: 6/3/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
National Environmental Services Corp.
P. O. Box 300
Clear Creek, IN 47426

PROJECT NUMBERS: 899 / 899
CONTRACT DATE: March 6, 2020
CONTRACT FOR: 1J-Asbestos Abatement

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 899-004

[] **DEDUCT** unused allowance.

Total **DECREASE** for this Change Order: **-<$15,000.00>**

The original Contract Sum was	$	37,232.90
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	37,232.90
The Contract Sum will be decreased by this Change Order in the amount of	$	15,000.00
The new Contract Sum including this Change Order will be	$	22,232.90

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management, Inc.	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 7/7/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
National Environmental Services Corp.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
P. O. Box 300, Clear Creek, IN 47426	20 N. 3rd Street, Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
John Hart 6/4/20	Tracy Brown
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes: (3B9ADAC2)

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING May 31, 2020 (Clerk's Account) County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1 Fees payable to the State	$	898,469.05
2 Fees payable to the County	$	100,135.65
3 Fees payable to city or town	$	-
4 Trust funds	$	3,252,879.68
5 Support-ISETS	$	53,300.42
6 Judgment Collections	$	11,606.28
7 Cash on Hand	$	-
8 Bank Fees	$	-
9 Bank Acct Discrepancy & Converted Liability	$	(191,645.55)
10 Unclaimed Funds & Refund	$	1,411.37
11 TOTAL CHARGES	**$**	**4,126,156.90**

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

12 Odyssey Bank Account	BANK	$	2,730,984.35		
13 Quest Bank Account	BANK	$	10,089.98		
14 Isets Bank Account	BANK	$	52,553.10		
15	BANK				
16 Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		**$**	**2,793,627.43**		
17 ISETS Monthly Clerk's Support Record (246MCR)					
18 TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17				**$**	**2,793,627.43**
19 Investments on hand at close of business last day of month					$1,331,609.64
20 Cash in office at close of business last day of month				$	600.00
21 TOTAL					4,125,837.07
22 Cash Short (Add)					318.83
23 Cash Long (Deduct)					
24 PROOF (Line 11)		**$**	**4,126,156.90**	**$**	**4,126,155.90**

DEPOSITORY RECONCILEMENT

25 Balance per Statement(s)		$	3,216,097.11		
Subtotal Depository Balances		**$**	**3,216,097.11**		
26 Deduct outstanding checks		$	512,636.13		
27 **Net depository balance**		**$**	**2,703,460.98**		
28 Deposits in transit	(see list below)	$	46,922.12		
29 Bank fees		$	277.00		
30 INTEREST BEARING TRUST ACCOUNT		$	-		
31 MISC RECONCILING ITEMS	(See attached)		$36,216.02		
32 Participant recoupments (short)		$	6,751.31		
33 Agency recoupments					
34 Balance in all depositories (line 18)		**$**	**2,793,627.43**	**$**	**2,793,627.43**
35 PROOF				**$**	**(0.00)**

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 3rd of June, 2020

Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
   File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
   File PINK copy with Board of County Commissioners
   Transmit GOLDENROD copy to State Board of Accounts

FILED

JUN 17 2020

AUDITOR OF TIPPECANOE CO.

Prescribed by State Board of Accounts

Required by IC 36-2-10-16 and IC 5-13

MONTH ENDING: June 2020

CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded)		$5,390,717.55
2 Advance Collection of Taxes		$11,135.37
3 Bank,Building and Loan and Credit Union	UNSAFE BUILDING LEIN	$0.00
4 Bad Checks		$385.00
5 Cash Change Fund		$600.00
6 Conservancy District Collections		$3,740.53
7 Demand Fees		$51.00
8 Duplicate Billings		$23.00
9 Drainage Assessments		$20,977.74
10 Auto Rental Excise Tax	+HEAVY EQUIP RENTAL EXCISE	$143,160.17
11 Special Assessment Fee		$80.00
12 Vehicle License Excise Tax		$2,189,128.12
13 Sewage Collections	STORMWATER, SEWAGE,WEED,SIDEWALK, PENALTY ON SPA LIENS, MONEY OWED CTY	$1,270.66
14 Tax Sale Costs		$0.00
15 Aircraft License Excise Tax		$0.00
16 SURPLUS	+OUT OF STATE	$4,865.94
17 Watercraft Title and Registration Fees		$39,261.75
18 Watercraft Use Tax./RECONSTUCTION	RECONSTRUCTION	$5,763.93
19 Innkeepers	+OVERPAYMENT	$77,580.22
Personal Property Collection Fees		$487.79
Ineligible Standard Homestead Ded Tax		$0.00
20 LOTTERY		$973,011.23
21 Total Balances of all Ledger Accounts-Cash		$111,845,831.34
22 Total Balances of all Ledger Accounts-Investments		$70,000.00
23 Total Charges		$120,778,071.34

CREDITS:

24 Depository Balances as Shown by Daily Balance of Cash and Depositories Record(List Detail On Reverse Side)			$113,695,014.57
25 Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)			$7,070,000.00
26 Total Cash on Hand at Close of Month:	$11,440.63		
Currency	$600.00		
Coins			
Checks, Money order,etc			
Total Bad checks not included	$0.00		$12,040.63
27 Bad Check Not Collected			$0.00
28 _____			
30 Total			$120,777,055.20
31 Cash Short/Under (Add)			$1,016.14
32 Cash Long/Over (Deduct)			$0.00
33 Proof		$120,778,071.34	$120,778,071.34

RECONCILEMENT WITH DEPOSITORIES

34 Balance in all Depositories Per DBR (Line 24 Above)	$120,765,014.57	
35 Outstanding Warrants-Checks(Detail by Deps on Reverse Side)	$192,863.58	
36 Bal in all Depositories Per Bk Stments(Detail on Rev Side)		$120,957,878.15
37 Deposits in Transit(Detail on Reverse Side)		$0.00
38 Proof	$120,957,878.15	$120,957,878.15

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash change Fund Advanced by County	$600.00
(b)Receipts Deposited in Depositories	$11,440.63
(c)Uncollected Items on Hand(List on Reverse Side)	$0.00
(d)Total(Must Agree With Line 26 Above)	$12,040.63

State of Indiana, Tippecanoe County: as: I, the undersigned Treasurer of aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

DATE 7/8/2020

Jennifer Weston
County Treasurer

FILED
JUL 08 2020
Robert A. Plantinga
AUDITOR OF TIPPECANOE CO.

Required by IC 36-2-10-16 and IC 5-13

TIPPECANOE COUNTY TREASURER'S STATEMENT OF DEPOSITORY FOR THE MONTH OF: June 2020

Depository	Account Number	Bank Statements	Transit (Add)	Warrant-Checks (Deduct)	Accrued Interest	Balance of Cash & Depositories
Centier - Comm NOW checking	102784450	$3,667,991.84	$0.00	$0.00	$800.74	$3,667,191.10
1st Source Bank - Checking	10222529	$5,223,749.76	$0.00	$0.00	$1,498.18	$5,222,251.58
First Merchants - High Balance	9000645459	$36,575,241.08	$0.00	$0.00	$22,331.46	$36,552,909.62
First Merchants - Primary	9000645416	$4,728,779.96	$0.00	$0.00	$716.99	$4,728,062.97
First Merchants - Claims	9000720361	$1,032,638.56	$0.00	$112,347.66	$1,315.70	$918,975.20
First Merchants - Payroll Retirement	9000645432	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Flex Benefits	9000645467	$153,701.77	$0.00	$0.00	$38.87	$153,662.90
First Merchants - Flex II	9001164616	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Cary Home	9000645475	$1,344.25	$0.00	$0.00	$0.38	$1,343.87
First Merchants - Cum Bridge-	8390584	$2,817,200.28	$0.00	$0.00	$481.36	$2,816,718.92
First Merchants - J&C Hwy Escrow	620072213 OY	$5,928.09	$0.00	$0.00	$0.81	$5,927.28
First Merchants - Drain Maintenance	9000986906	$2,371,308.32	$0.00	$0.00	$597.31	$2,370,711.01
First Merchants - Gen Drain Maintenance	9000986892	$1,430,081.30	$0.00	$0.00	$381.74	$1,429,699.56
First Merchants - Highway Escrow	9000981572	$63,724.11	$0.00	$0.00	$18.28	$63,705.83
First Merchants - LR&S	8390606	$2,081,170.77	$0.00	$0.00	$570.76	$2,080,600.01
First Merchants - MVHA	9000981580	$3,530,613.84	$0.00	$0.00	$1,044.12	$3,529,569.72
First Merchants - 2018 Bonds/Fairgrounds	100199904	$10,681,482.64	$0.00	$0.00	$3,347.62	$10,678,135.02
First Merchants - Online Pymts	9001029050	$270,205.76	$0.00	$0.00	$79.54	$270,126.22
First Merchants - Law Enforcement Warrant Fu	9001167445	$417,376.94	$0.00	$0.00	$111.96	$417,264.98
First Merchants - Landfill Closure	100545365	$181,463.81	$0.00	$0.00	$52.04	$181,411.77
Staley Credit Union - Savings	40359	$828,179.51	$0.00	$0.00	$53.85	$828,125.66
Cambridge/TWM - EDIT Landfill	803-111150-009	$2,911,670.63	$0.00	$0.00	$5,155.88	$2,906,514.75
Cambridge/TWM - High Balance	803-010082-009	$15,917,292.18	$0.00	$0.00	$24,840.91	$15,892,451.27
Stifel	50M-165606	$11,401,002.15	$0.00	$0.00	$6,741.78	$11,394,260.37
Multi Bank Securities	8900512385	$2,320,264.48	$0.00	$0.00	$0.00	$2,320,264.48
1st Source Bank - Investments	611230012	$5,275,466.12	$0.00	$0.00	$10,335.64	$5,265,130.48
SUBTOTAL		$113,887,878.15	$0.00	$112,347.66	$80,515.92	$113,695,014.57
INVESTMENT		$7,070,000.00	$0.00	$0.00	$0.00	$7,070,000.00
TOTALS		$120,957,878.15	$0.00	$112,347.66	$80,515.92	$120,765,014.57

SCHEDULE OF UNCOLLECTED ITEMS ON HAND
(Checks and other items returned by depositories
and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Depository)	Reason for Return	Amount
Total						$0.00

FILED
JUL 08 2020
AUDITOR OF TIPPECANOE CO.

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-1791
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: Patrick Scowden Jurisdiction: Tippecanoe Date: 16-Jun to 15-Jul 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				0
Vehicle - State Inspection				0
Vehicle - City or County	1			1
Railroad Scales				0
Belt Conveyor Scales				0
Livestock Scales				0
Portable & Dormant Scales	3			3
Hopper Scales				0
Computing Scales	51			51
Suspension Scales	15			15
Prescription Scales	13			13
Gram Scales				0
Non-Commercial Scales				0
MEASURING DEVICES				
LPG Meters				0
CNG Meters				0
Vehicle Truck Meters				0
Gasoline, Kerosene, Diesel Tests	159			159
High Flow Diesel Tests				0
Mass Flow Meters				0
Taxi Meters				0
Timing Devices				0
CALIBRATIONS AND TESTS				
Commercial Weights				0
Prescription Weights	151			151
Wheel Weighers				0
Test Weights				0

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				0
Linear Measures				0
Miscellaneous				0
OTHER ACTIVITIES				
Packages Checked				0
Packages Controlled				0
LP Gas Cylinders				0
Octane samples				0
Measuregraphs				0
Misc. Determinations				0
GRAND TOTAL	393	0	0	393