**SERVICES AGREEMENT**

**between**

**Purdue University and Warrick County Health Department**

This Services Agreement (“Agreement”) is made and entered into by and between Purdue University, 610 Purdue Mall, West Lafayette, Indiana 47907-2040 (“Purdue”) and Warrick County, Indiana by and through its Board of Commissioners of Warrick County, Indiana on behalf of the Warrick County Health Department (collectively “Sponsor”), to provide financial support for professional services which are of mutual interest and may derive benefits for both parties, and to further the instructional, research and public service missions consistent with Purdue’s status as a non-profit, tax-exempt, educational institution.

1. **Project and Project Period.** The Project is described in Appendix A and shall commence on August 10, 2025 and conclude on December 31, 2025. Purdue will use reasonable efforts to complete the Project on time.
2. **Project** **Financial Support.** Sponsor agrees to provide the sum of **$5,317.00** U.S. Dollars, payable as described in Appendix A. Purdue retains title to the equipment purchased for this Project with funds provided by Sponsor. Purdue is not obligated to spend any more on the Project than the funds provided by the Sponsor for the Project.
3. **Deliverables.** Purdue agrees to furnish, through the Principal Investigator, to the Sponsor: professional services, reports, data and other Project deliverables, as applicable and as outlined in Appendix A (“Deliverables”). Subject to Section 4 below regarding Intellectual Property, Sponsor shall have the unrestricted right to use the Deliverables for all purposes. Purdue reserves the right to use the Deliverables for research and educational purposes subject to the confidentiality provisions of this Agreement.
4. **Intellectual Property.** All Intellectual Property protectable under patent laws developed on this Project will belong to Purdue with Sponsor having the first right to obtain a license under reasonable terms and conditions.
5. **Publication Rights.** The results of the Project may be published and will include credit to the Sponsor for support of the Project.
6. **Sponsor Confidential Information.** Should it be necessary for Purdue to receive Sponsor confidential information, Sponsor agrees to state in writing at the time of delivery that such information is confidential. If oral, visual, or other non-written manner of disclosure of Sponsor confidential information is made, such information shall be identified as confidential at the time of disclosure and shall be summarized in writing within ten (10) days of such disclosure. Purdue agrees to safeguard Sponsor confidential information to the same extent which Purdue safeguards its own confidential information.
7. **Disclaimer of Warranty.** THE PROJECT SERVICES AND DELIVERABLES ARE PROVIDED TO THE SPONSORS “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **PURDUE SHALL NOT BE LIABLE** FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR’S USE OF PROJECT SERVICES OR DELIVERABLES.
8. **Materials.** Sponsor will not, without prior written permission, provide any materials to Purdue that consist of any of the following: (a) Human or animal specimens or tissues; (b) Live, vertebrate animals; (c) Infectious agents; (d) Select agents or toxins; (e) Identifiable human data; (f) Recombinant DNA; (g) Schedule I or II drugs; (h) export-controlled items or information. Sponsor will not transfer any materials to Purdue that are not specifically identified in Appendix A.
9. **Export Control.** Sponsor will not, without prior written permission by an authorized representative of Purdue, provide any information or materials subject to United States Export Control licensing. Sponsor further agrees that it may receive any results, reports, data, or other deliverables from Purdue without such a license and will not reexport said results, reports, data, or other deliverables in contravention to all relevant United States Export Control Regulations.
10. **Publicity.** The parties will not use the name of the other or the other’s project staff in any publicity, advertising, or news release without the prior written consent of the other. Sponsor will not state or imply that Purdue has tested or approved any product or process.
11. **Termination.** Either Party may terminate this Agreement without cause by written notice at least sixty (60) days in advance of the proposed termination date. Termination of this Agreement by either party for any reason will not affect the rights and obligations of the Parties accrued prior to the effective date of termination. **Continuance.** In the event of a permanent change in institutional affiliation of the Principal Investigator, Purdue and Sponsor shall mutually agree on one of the following options regarding the continuance of the sponsored project award:  (a) reassign the award to a new Principal Investigator within the University, (b) reassign the award to a new Principal Investigator within Purdue and subcontract a portion of the award to the transferring Principal Investigator’s new institution or (c) transfer the award to the transferring Principal Investigator’s new institution.  Purdue will first discuss the three options internally at the departmental and institutional level, and will make a recommendation to Sponsor, for Sponsor’s consideration and approval.  If Sponsor and Purdue cannot agree within ninety (90) days, then either party may terminate the award. **Assignment.** Upon prior notice to Purdue, and provided that Sponsor is not in default of any obligation under this Agreement, Sponsor may assign this Agreement to any successor-in-interest or any subsidiary of Sponsor in which over fifty (50) percent of the outstanding stock is owned by Sponsor.
12. **Governing law.** This Agreement and all amendments, modifications, alterations, or supplements, shall be construed under and governed by the laws of the State of Indiana (without regard to conflict of law rules) and the United States of America. The operation of this Agreement shall at all times be subordinate to federal regulatory requirements for the conduct of research at Purdue University and licensing of intellectual property generated therefrom. The parties agree that exclusive jurisdiction and venue for any dispute resolution brought under this Agreement shall be the courts of Tippecanoe County, Indiana, except as pre-empted by or prohibited by 15 USC 1692i, as hereinafter amended from time to time, other federal statutes, or state laws and regulations, including consumer protection laws but excluding general preferred venue rules or laws.
13. **General.** This instrument contains the entire agreement between the parties, and any representation, promise or condition not incorporated herein will not be binding on either party. Any extension in the Project’s duration or increase in funding may be accomplished by written confirmation via email or letter from an authorized representative of Purdue’s Sponsored Program Services and an authorized representative of the Sponsor. This provision does not preclude accomplishment of the same by an amendment or other contractual mechanism agreed upon by the parties. Any other change in the terms and conditions of this Agreement must be made in writing and signed by authorized representatives of the parties. This instrument shall constitute a Purchase Order for the services described herein, and this instrument contains all the terms and conditions of purchase between the parties. If Sponsor subsequently initiates work with a document entitled Purchase Order, terms of this Agreement supersede terms of Purchase Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative, to be effective as of the date of last signature.

**WARRICK COUNTY, INDIANA BY AND PURDUE UNIVERSITY**

**THROUGH ITS BOARD OF COMMISSIONERS**

**ON BEHALF OF THE HEALTH DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Sarah Seaton, President Kyle Wargo, Director, Contracting

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A**

1. **Project Principal Investigator**: Jo Gilreath (HHS Educator, Purdue Extension Warrick County) 812-897-6100
2. **Sponsor Project contact**: Juli Shade, Interim Health Department Director-Warrick County
3. **Project payment terms**: The Sponsor agrees to pay the cost of performance of the Project in the amount of $5,317.00 upon execution of this Agreement. This payment reflects a flat fee of $2,705 for one *Dining With Diabetes* program and a flat fee of $2,612 for one *A Matter of Balance* program to be paid via HFI Funding.

The invoices for the payment of Project will be sent to:

Contact Person: Juli Shade, Interim Director, Health Department Warrick County

Address: 107 W. Locust St. Suite#111 Boonville, IN 47601

Phone: (812) 897-6105

Secondary contact: April Hicks, Director, Health Department Warrick County

Email/E-Invoice: [jshade@warrickcounty.gov](mailto:jshade@warrickcounty.gov)

**Payments by Check:**

Payments will be made to Purdue University and mailed to:

Purdue University

Sponsored Program Services

23510 Network Place

Chicago, Illinois 60673-1235

**Payments by ACH and Wire:**

Purdue University’s bank account details for ACH and WIREpayments is listed below:

Bank Name: JPMorgan Chase Bank, N.A.

Account Title: Purdue Incoming Electronic Payment ZBA

Account Number: 5157579

**Wire Detail:**

Street Address: 270 Park Avenue, New York, NY 10003

Routing Number: 021000021

Swift Code: CHASUS33

**EFT/ACH Detail:**

Street Address: 10 S. Dearborn Street 36th Floor, Chicago, IL 60603

Routing Number: 071000013

Any payment related questions or concerns should be directed to spscash@purdue.edu.

The memorandum section of the wire **must** specify the invoice number or award number or may be returned within 45 days if insufficient. Payments not received by the due date may be charged an interest at the rate of eight percent (8%) per annum on any amounts owed, beginning the day after the due date and continuing until paid in full, and Purdue shall be entitled to additional costs referenced in Indiana Code § 21-14-2-11, as amended or re-codified.  Expenses associated with collection of indebtedness by means of the Indiana State tax set off program shall be added to the indebtedness.  Any judgment entered shall be without relief from valuation and appraisement laws.  All returned checks, drafts, or orders are subject to a service charge not exceeding the maximum allowed by Indiana law.

1. **Project description**: See attached 1 page for Project statement of work

**Project Description - Statement of Work**

The Warrick County Health Department (WCHD) requested apartnership with Purdue Extension Warrick County to provide programming aimed to address Chronic Disease Prevention, Adult Obesity, Fall Prevention, Injury Prevention, etc.  Two Purdue Extension Signature Programs with IRB protocols were selected to be delivered by trained Purdue Extension HHS Educator(s):

* **A Matter of Balance** (8) 2-hr sessions, in-person, led by 2 trained Purdue Extension facilitators. *Focus: Fall prevention program that encourages cognitive restructuring, designed to reduce the fear of falling and increase activity levels among older adults*. Target audience: Adults 60+. Evidence-based program. Pre and post evaluations and class evaluation are administered. 8-12 participants.
* **Dining With Diabetes** (4) in-personweekly sessions + a 3-month reunion session.  *Focus:**Cooking school that offers a practical approach to eating well for those with type 2 diabetes. Content includes education on what diabetes is and how it affects overall health*, *how nutrition and physical activity can influence disease management. Includes* *strategies for* *planning meals & snacks and increasing physical activity. Includes cooking demos, recipe sampling, group discussion/sharing and peer support.* Intended audience: adults with type 2 diabetes, those at risk of diabetes, and caregivers of those with diabetes. Pre and post evaluations administered. 8-15 participants.

**Explanation of Use of Funds (flat fee per program)**

**Dining With Diabetes (DWD) $ $2,705**

* Participant Handbook: 3-ring binder with divider tabs and 150+ pages of information, including recipes
* Groceries to demo and sample select recipes at each of 4 sessions + reunion
* Paper products: napkins, utensils, plates, dixie sample cups and water bottles for 4 sessions
* Cooking Equipment Giveaways/Incentives valued at approx. $75/person. (e.g. food scale, blender, crock pot, measuring spoons…)
* Educator Time: 18 hrs @ $44/hr ( 8 hrs prep + 10 hrs instruction)
* Planning tasks: create flyer, publicity/marketing, manage registration, secure venue

**A Matter of Balance (MOB) $2,612** Max of 12 participants, Minimum of 8

* Participant handbook: 3-ring binder with divider tabs and 125+ pages of information
* Paper products: napkins, snack plates and water bottles for 8 sessions
* Snacks for 8 sessions (e.g. fruit, cheese, granola bar, crackers, cake for graduation)
* Giveaways/Incentives valued at $8/person (e.g. safe carrying tote)
* Educators Time: 48 hrs @ $44/hr (2 Educators, 8 hrs prep + 16 hrs instruction)
* Planning tasks: create flyer, publicity/marketing, manage registration, secure venue