

HEALTH FIRST INDIANA
CORE PUBLIC HEALTH SERVICES AGREEMENT

THIS CORE PUBLIC HEALTH SERVICES AGREEMENT (“Agreement”) is entered into by and between Living Well in Wabash County, CoA, Inc. (“Service Provider”) and the Wabash County Health Department (“WCHD”).

WITNESSETH:

WHEREAS, Wabash County Board of Commissioners must approve all contracts brought forth by the Wabash County Health Department utilizing Health First Indiana (HFI) funds in Wabash County, Indiana;

WHEREAS, Living Well in Wabash County, CoA, Inc. among other services, will offer public transportation, out of county, to and from medical appointments.

WHEREAS, WCHD is a government agency providing core public health services to the citizens of Wabash County, Indiana (“Patients”);

WHEREAS, all parties are desirous of entering into this Agreement to promote and protect the health and wellbeing of the citizens of Wabash County;

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

1. **Purpose.** That the Wabash County Health Department agrees to provide financial support to ensure the successful implementation of the Health First Indiana Initiative (HFI) to Service Provider for the purpose of ensuring core public health services are provided to patients.
2. **Services.** The Service Provider agrees to deliver the following core public health services (“Services”):
 - **Access and Linkage to Care**
3. **Funding Request.** Service Provider shall submit a letter of request for funding each year. The current Request letter is attached hereto as Appendix A.
4. **Reporting.** Service Provider shall submit monthly reports to WCHD in the form attached hereto as Appendix B. Completed forms are due by the fifth (5th) day of each month during the Term of this Agreement. Service Provider shall also provide additional reporting information as reasonably requested by WCHD.
5. **Payment.** The Service Provider agrees that monetary payments will be allocated towards delivery of the Services. Funding for the Services shall be delivered as follows:
 - Total compensation shall be \$7,500.00;
 - Service Provider shall receive \$7,500.00 towards access and linkage to care (out-of-town medical appointment transportation);
 - Payments equaling \$7,500.00 may be made if Service Provider can provide data on the Appendix B form.

6. Fee Schedule and Billing. Service Provider shall submit an invoice to WCHD. WCHD shall remit payment to Service Provider within forty-five (45) days of receipt of said invoice.

7. Term and Termination.

7.1 Term. This Agreement shall be effective upon being signed by the Parties (“Effective Date”). The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year.

7.2 Termination. Notwithstanding the foregoing, either party may terminate this Agreement at any time with or without cause, by giving the other party thirty (30) days’ written notice, which notice shall specify the effective date of termination. Upon termination, Service Provider shall be compensated for work performed in furtherance of the Services, not to exceed to the total compensation, or shall reimburse the WCHD for monies received under this Agreement but not yet expended in furtherance of the Services, as of the date of termination.

8. Miscellaneous.

8.1. 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.

8.2. Administration. Each party shall remain responsible for its own administration, financing, staffing, supplies and budget for the Services. The parties shall not jointly acquire, hold, or dispose of real or personal property under the terms of this Agreement. The parties acknowledge and agree that the purpose of this Agreement is not to induce any referrals or to otherwise generate any business between the parties, but instead to contract for commercially reasonable and legitimate services.

8.3. 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.

8.4. Notices. All notices, records, reports or correspondence between the parties shall be sent to the following locations:

WABASH COUNTY HEALTH
DEPARTMENT:

LIVING WELL IN WABASH COUNTY, CoA,
INC.:

Wabash County Health Department
89 W. Hill St.
Wabash, IN 46992

Living Well in Wabash County, CoA, Inc.
Attn: Beverly Ferry
239 Bond Street
Wabash, IN 46992

8.5. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

8.6. Amendments. This Agreement may not be amended or modified unless mutually agreed upon in a writing signed by an authorized representative of each party.

8.7. Severability. In the event any provision(s) of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason by a Court of competent jurisdiction, such remaining provision(s) shall remain in full force and effect to the extent permitted by law.

8.8. Nonwaiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8.9. Governing Law. This Agreement has been executed under and shall be governed by the laws of the State of Indiana, without regard to conflict of law principles.

8.10. Savings Clause. Notwithstanding any term contained herein, this Agreement shall not be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any local, State or Federal statute, regulation, ordinance or resolution, the latter shall prevail, but in the event of such conflict, the provisions of this Agreement affected shall be limited or applied, if possible, only to the extent necessary to be valid and enforceable to the maximum extent possible.

8.11. Dispute Resolution. The parties expressly agree that any dispute concerning this Agreement, or the performance of any of its terms, shall first be reasonably attempted in good faith to be resolved informally. The parties expressly agree that, upon written request of any party, such dispute shall be submitted to mediation within the State of Indiana whereby the parties shall attempt in good faith to resolve such dispute. If such mediation does not resolve such dispute, either may commence litigation and hereby agree exclusive jurisdiction and venue of any dispute shall be in the Wabash County Superior Court.

[Signature page follows]

HEALTH FIRST INDIANA
CORE PUBLIC HEALTH SERVICES AGREEMENT
Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as their official act by their respective representative(s) on the dates set out below, each of whom is duly authorized to execute the same.

**BOARD OF COMMISSIONERS OF
WABASH COUNTY, INDIANA**

**LIVING WELL IN WABASH COUNTY,
CoA, INC:**

Jeff Dawes
Jeff Dawes

Brian Haupt
Brian Haupt

Barry Eppley
Barry Eppley

Attest: Marcie Shepherd
Marcie Shepherd, Auditor

Date: 9/30/24

By: Beverly Ferry

Print: Beverly Ferry

Title: CEO

Date: 10/1/2024

Appendix A



Living Well in Wabash County CoA, Inc.

239 Bond Street, Wabash, IN 46992
(260) 563-4475 Transit: (260) 563-7536
www.livingwellwabashcounty.org

WINCHESTERSENIOR CENTER · COMMUNITYCUPBOARD · WABASH COUNTYPUBLIC TRANSPORTATION · LIVING WELLDOWNTOWN

Community Cupboard Pantry and Wabash County Public Transportation receive Wabash County United Fund Support



August 30, 2024

Mr. Rich Mofield
Wabash County Health Department
89 West Hill Street
Wabash, IN 46992

Dear Rich,

I am writing to request \$7,500 from the funding through the Health Department's State Grant to Wabash County Government. Wabash County Public Transportation stopped out-of-county medical trips twice due to lack of funding on the local level. That left approximately fifteen years of only providing privately paid trips. Few people can afford that at \$40 per hour.

We have found that 83% of the people who requested those rides fall between the gaps. They are not poor enough for Medicaid to pay for the trip and yet they are not well-off enough to afford that, especially for multiple trips.

Our intent is to match the \$7,500 with 5311 funds. Even with the match, there will be a gap in funding. We intend to set up a co-pay to defray the gap between cost and funding, but to keep it affordable it will not close that funding. We will seek additional funding to assist in covering that match.

Please let me know if you have any questions.

Best regards,

Beverly Ferry, CEO
Living Well in Wabash County CoA, Inc.

Appendix B

ACCESS AND LINKAGE TO CLINICAL CARE

Wabash County Health Department

ACTIVITY

Start Date: ___ / ___ / ___ Stop Date: ___ / ___ / ___ Number of Unique People Served: _____

Stakeholders Engaged with this Activity: _____

SCREENING AND REFERRALS

Number of people screened for high blood pressure through LHD or partners _____

Number of people identified with undiagnosed high blood pressure through LHD or partners _____

Number of people screened with a hemoglobin A1c through LHD or partners _____

Number of people identified with elevated hemoglobin A1c _____

Number of people screened for diabetes risk factors through LHD or partners _____

Number of people referred to or enrolled in a diabetic prevention program _____

Number of people referred to or enrolled in a diabetes self-management education support program _____

Number of people screened for high cholesterol through LHD or partners _____

Number of people identified with high cholesterol _____

Number of people screened for cancer through LHD activity (breast, colon cancer, etc.) _____

Number of people screened for BMI _____

Number of people referred to a weight treatment or obesity prevention program _____

Number of people identified as having a BMI over 30 _____

Number of individuals with asthma who receive an in-home trigger assessment _____

Number of people referred for chronic disease preventative care _____

Number of people referred for cancer screening _____

Number of people provided for cancer screening _____

Number of people screening positive for food insecurity _____

Number of people referred to a food assistance program _____

Number of people referred to the IDOH Breast and Cervical Cancer Program _____

PROGRAMMING

Number of adults participating in nutrition and physical activity education programming _____

Number of seniors participating in nutrition and physical activity education programming _____

Number of cancer risk reduction and prevention programs provided by the LHD _____

Number of cancer survivorship related services provided (smoking cessation resources, cancer support groups, respite opportunities for care givers) _____

OTHER SERVICES

Type of other services _____

Number of people receiving other services _____